



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on **Thursday, February 20, 2025**, starting at 7:00 PM in the **Council Chambers in Kaysville City Hall at 23 East Center Street, Kaysville, UT**. The meeting will be streamed on YouTube, and the link to the meeting will be posted on www.KaysvilleLive.com.

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

CITY COUNCIL Q&A – 6:30 PM

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

CITY COUNCIL MEETING – 7:00 PM

The agenda shall be as follows:

- 1) OPENING
 - a) Presented by Council Member Nate Jackson
- 2) CALL TO THE PUBLIC (3 MINUTE LIMIT, MUST SIGN UP IN PERSON)
- 3) PRESENTATIONS AND AWARDS
 - a) Kaysville GIVES 2024 Report
- 4) DECLARATION OF ANY CONFLICTS OF INTEREST
- 5) CONSENT ITEMS
 - a) Approval of minutes from the January 16, 2025 Council meeting
 - b) Approval of minutes from the January 16, 2025 Redevelopment Agency Board meeting
 - c) A Resolution and Interlocal Agreement with Davis County for 200 North Transportation Project Reimbursement
 - d) Approval of the purchase of a service bucket truck for the Power Department
 - e) A Resolution authorizing a contract for federal advocacy work on community funding and grant support
- 6) ACTION ITEMS
 - a) An Ordinance amending various sections of Title 12 "Parks, Public Property, and Recreation" of the Kaysville City Code
- 7) WORK ITEMS
 - a) An Ordinance amending Section 12-2-2, "Vehicles," of Chapter 12-2, "Parks and Public Property," in the Kaysville City Code
 - b) Deliberation on citizen feedback regarding the Kaysville City Center Community Reinvestment Area (CRA)
- 8) COUNCIL MEMBERS REPORTS
- 9) CITY MANAGER REPORT
- 10) ADJOURNMENT

KAYSVILLE BUSINESS PARK ARCHITECTURAL REVIEW COMMITTEE MEETING

The agenda shall be as follows:

- 1) OPENING
- 2) APPROVAL OF AN ILLUMINATED WALL SIGN AT 352 NORTH FLINT STREET FOR ABS KIDS
- 3) ADJOURNMENT

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

I hereby certify that I posted a copy of the foregoing Notice and Agenda at Kaysville City Hall, Kaysville City website at www.kaysville.gov, and the Utah Public Notice website at www.utah.gov/pmn. Posted on February 14, 2025.



Annemarie Plaizier
City Recorder

KAYSVILLE CITY COUNCIL
January 16, 2025

Minutes of a regular Kaysville City Council meeting held on January 16, 2025, at 7:00 p.m. in the Council Chambers of Kaysville City Hall at 23 East Center Street, Kaysville, UT.

Council Members present: Mayor Tamara Tran, Council Member John Swan Adams, Council Member Mike Blackham, Council Member Abbigayle Hunt, Council Member Nate Jackson, and Council Member Perry Oaks

Others Present: City Manager Jaysen Christensen, City Recorder Annemarie Plaizier, Community Development Director Melinda Greenwood, Information Technology Assistant Jordan Hansen, Police Chief Sol Oberg, Fire Chief Paul Erickson, Asst. Chief Seth Ellington, Lt. Paul Thompson, Officer Chris Ransom, Support Staff Supervisor Kimberly Buck, Firefighter Paramedic Mitch Robertt, Becky Hope, John Sanders, Steve Weir, Tyler Nay, Cordell McDonald, Curtis Cragun, (Illegible) Jacobson, Travis Nordgren, Heidi Nordgren, Kirk Dean, Leigh Dean, Faith Bolen, Bart Wolthuis, Tyler Tholen, Jeff Call, Cindee Paulsen, Colton Alvey, Shawn Wilkins, Cameron McKinnon, Chandler Beutler, Beth Holbrook, Flemming Hyllested, Linda Gardner, Darlene Schons, Laurene Starkey, Val Starkey, Jill Dredge, Don Woodward, Deborah Niven, Scott Sanders, Tom Kerr, Annette Allred, Lee Allred, Linda Webb, Marion Borup, Jennifer Borup, Brian Tarbet, Jason Largey, Dee Hyde, Michael Macfarlane, Jeff Clarkson, Joyce Clarkson, Brigg Lewis

OPENING

Mayor Tran opened the meeting by welcoming attendees and expressing appreciation for public engagement and recognized the value of community input in informing council decisions. She then led the meeting with an opening prayer, offering support for families in California facing hardships because of the recent wildfires, followed by leading the audience in the Pledge of Allegiance.

CALL TO THE PUBLIC

Brigg Lewis expressed frustration with the city's snowplowing practices. He described how cleared sidewalks and driveways were repeatedly blocked by plows pushing snow back onto residential properties. He also recounted a negative interaction between a neighbor and a snowplow driver regarding the direction of the plow blade. Additionally, he voiced concerns about the city's development trajectory, stating that he and other longtime residents had chosen to live in Kaysville rather than neighboring cities like Bountiful or Layton. He opposed changes that he felt were altering the character of the city, emphasizing his desire for Kaysville to maintain its distinct identity.

Jason Largey raised concerns regarding ongoing train-related issues, asking for an update on when the quiet zone would be reinstated. He then transitioned to discussing the proposed Community Reinvestment Area (CRA), expressing concerns about the redirection of funds and the potential lack of oversight. Citing his experience working in government acquisitions, he warned of the risks

associated with loosening financial regulations. He referenced issues in other cities, particularly in California, where similar programs had been mismanaged. Mr. Largey also questioned the structure of the CRA's governing board, noting that while it was currently non-compensated, he wanted assurances that compensation would not be introduced in the future without public input. Additionally, he raised concerns about financial institutions potentially being required to provide loans under relaxed standards, drawing parallels to past financial crises.

Joyce Clarkson stated that while she understands her property's zoning will not change, she remains concerned about how the proposed CRA will impact long-term residents. She noted that although she had been reassured that zoning changes would not directly affect her property, she worried about indirect consequences stemming from neighboring developments. Mrs. Clarkson, who lives in a historic home near downtown Kaysville, voiced concerns about commercial expansion in her area and how it might affect property values and the neighborhood's character. She questioned whether longtime residents were adequately represented in city decision-making, particularly in older parts of town. She also challenged the validity of a past city poll that guided development decisions, questioning whether the 10% of residents surveyed still lived in the city and how the questions were framed. She encouraged the city to engage more actively with residents who are deeply invested in the community's future rather than relying solely on broad surveys.

PRESENTATIONS AND AWARDS

EMPLOYEE OF THE QUARTER AWARD

Police Chief Sol Oberg presented the Employee of the Quarter award to Kimberly Buck, the Support Services Supervisor for the police department. Chief Oberg highlighted Ms. Buck's exceptional dedication, particularly in managing the front office under challenging circumstances. He noted that due to significant turnover, Ms. Buck had often been the sole employee in the office over the past 18 months. She frequently worked late, sacrificed weekends, and canceled vacations to ensure continuity of service. Chief Oberg commended her perseverance, adaptability, and commitment to the department and the city, noting that she had taken on responsibilities beyond her initial role. He presented her with a certificate and a check from the city in recognition of her contributions.

Kimberly Buck expressed gratitude for the recognition and support she had received from city administration and her colleagues. She specifically thanked her new hire, Cindee Paulsen, for her assistance and shared how much she valued being part of the Kaysville community.

FIREFIGHTER OF THE YEAR 2004 AWARD

Fire Chief Paul Erickson presented the Firefighter of the Year award to Mitch Probert. He highlighted Mr. Probert's strong work ethic, proactive approach, and willingness to assist others. A firefighter-paramedic, Mr. Probert had graduated from his program in December of the previous year and had since played a crucial role within the department. Chief Erickson praised Mr. Probert's professional growth, leadership among crew members, and role as one of the department's fitness trainers. He noted that Mr. Probert was very proactive, and his enthusiasm and commitment were invaluable to the department.

Mitch Probert expressed his gratitude, thanking Chief Erickson, his captains, and his crew for their support. He also acknowledged his wife and children for their encouragement.

Mayor Tran expressed appreciation for city employees like Kimberly Buck and Mitch Probert, emphasizing the importance of recognizing dedicated individuals who contribute to Kaysville's success. She noted her gratitude that so many people were present to witness these awards, as the city was fortunate to have such outstanding employees.

UTAH TRANSIT AUTHORITY'S (UTA) FIVE-YEAR SERVICE PLAN AND THE DAVIS-SALT LAKE CITY CONNECTOR

Beth Holbrook, Utah Transit Authority (UTA) Trustee, presented updates on UTA's Five-Year Service Plan and the Davis-Salt Lake Connector Project. Representing Davis, Weber, and Box Elder counties, she outlined upcoming service changes, including increased frequency on key routes, adjustments to meet regional growth patterns, and the introduction of new bus rapid transit (BRT) services. While some changes would not take immediate effect, they were designed to enhance long-term connectivity for residents.

Ms. Holbrook explained that UTA's route restructuring focused on discontinuing less effective routes while increasing service frequency in high-demand areas. The changes would take effect in April 2025, marking UTA's transition to a single annual change day rather than multiple adjustments based on school calendars. This shift aimed to create more consistent ridership patterns.

She highlighted several key route changes:

- Route 470, a primary north-south connector from Ogden FrontRunner Station to Salt Lake City, would remain a major corridor.
- Route 455, which serves Weber State University and the University of Utah Research Park, would continue operation.
- Route 628, which serves Weber State's Davis campus and surrounding areas, would be adjusted to expand service westward due to increased development in Layton and Fruit Heights.
- A new BRT system for South Davis County, modeled after Ogden's OGX all-electric rapid transit system, was planned for 2028 to improve high-frequency transit and accommodate increasing ridership demands.

Ms. Holbrook noted that UTA had overcome post-pandemic staffing and vehicle shortages, allowing the agency to expand services more effectively. She reported that current daily ridership on Routes 470 and 455 was around 4,500, with projections expecting an increase to 6,000 daily riders after the new service changes.

A significant project in development was the Davis-Salt Lake Connector (470X), which would provide 15-minute service throughout the day from Farmington FrontRunner Station to Research Park in Salt Lake City. This project aimed to enhance regional connectivity, particularly

considering upcoming Olympic-related transit needs. Ms. Holbrook emphasized that dedicated bus-only lanes on 200 South in Salt Lake City would improve travel times by allowing buses to move freely.

Mayor Tran inquired about the city's current bus routes (474 and 455) and the new Route 600, asking whether additional stops in Kaysville were planned or if existing routes would be rerouted.

Beth Holbrook explained that one or two new stops were likely but had not yet been finalized, as UTA's analysts were still evaluating travel patterns and ridership needs.

Mayor Tran also asked about the process for determining bus stop locations.

Beth Holbrook explained that it was a collaborative effort between UTA and individual cities. UTA gathers input from city officials, but final decisions are based on regional transit needs, ridership demand, and urban planning considerations. She cited an example from Syracuse, where the presence of a new Costco influenced transit decisions. While big-box retailers like Walmart tend to attract transit riders, locations like Costco do not, due to the nature of bulk shopping.

Council Member Adams asked about the traffic light prioritization system (TSP), which allows buses to extend green lights at intersections, improving service reliability.

Beth Holbrook confirmed that this system, already in use for BRT routes, was a key feature of UTA's future projects. She concluded by encouraging residents to visit rideuta.com for more details on the Five-Year Service Plan and the Davis-Salt Lake Connector Project.

Mayor Tran thanked Holbrook for her presentation and for maintaining open lines of communication between UTA and the city.

DECLARATION OF ANY CONFLICTS OF INTEREST

No conflicts of interest were disclosed.

CONSENT ITEMS

Council Member Hunt requested a correction to the December 19 meeting minutes, specifically paragraph five on page eight. She noted that the minutes incorrectly stated that she believed sufficient protections were in place for the old downtown area, when she had expressed concern that there were not enough protections. She explained that while she typically wouldn't raise minor edits, this particular change was significant because it reversed the intended meaning of her statement.

Council Member Hunt then made a motion to approve the following Consent Items:

- a) Approval of minutes from the December 19, 2024, Council Meeting.
- b) Approval of minutes from the January 2, 2025, Council Meeting.

Council Member Jackson seconded the motion.

The vote on the motion was as follows:

Council Member Adams, Yea
Council Member Hunt, Yea
Council Member Jackson, Yea
Council Member Oaks, Yea
Council Member Blackham, Yea

The motion passed unanimously.

ACTION ITEMS

AN ORDINANCE ENACTING TITLE 17, CHAPTER 38, “CAR WASH STANDARDS,” OF THE KAYSVILLE CITY CODE

Community Development Director Melinda Greenwood provided an overview of the proposed ordinance, explaining that six months ago, the city council enacted a temporary land use regulation to allow staff time to research best practices for regulating car washes. The recent addition of car washes in Kaysville had raised concerns, prompting the council to direct staff to study the issue and propose an ordinance addressing those concerns. Ms. Greenwood stated that the city had examined regulations from multiple municipalities. The proposed ordinance aimed to be simple yet effective, ensuring resident protections while avoiding overly complex zoning restrictions.

The ordinance included definitions distinguishing automatic and manual car washes, as well as vacuum stations, which are commonly associated with both types. It proposed prohibiting new car washes east of I-15, as the area was already saturated with such businesses. Elsewhere in the city, new car washes would be prohibited within 300 feet of residential zones or residential uses. The distance would be measured in a straight line from property boundary to property boundary, a method consistent with other municipalities. The 300-foot distance was determined based on past concerns in Kaysville and observations from similar cases in other cities.

Existing car washes east of I-15 would become legal non-conforming uses, meaning they could continue operations but would not be allowed to expand. Additional operational requirements were also included in the ordinance. Automatic car washes would be required to have on-site personnel during business hours, and vacuum stations would need on/off switches to minimize noise. Amplified audio systems would not be permitted, and new businesses would be required to provide adequate vehicle stacking space to prevent traffic backups on public roads. Ms. Greenwood emphasized that while economic development is a priority, car washes contribute little financial benefit to the city. Mister Car Wash and Charlie’s Car Wash, for example, pay approximately \$2,000–\$2,200 in property taxes annually, and car washes do not generate sales tax revenue. The Planning Commission reviewed the proposed ordinance, held a public hearing on January 9, 2025, received no public comments, and voted unanimously in favor of recommending approval.

Mayor Tran asked whether mixed-use zones with residential components would be included under the 300-foot restriction.

Melinda Greenwood clarified that mixed-use zones are considered commercial, but if a residential use existed within 300 feet, the restriction would apply.

Council Member Oaks asked whether existing car washes east of I-15 would be forced to close.

Melinda Greenwood confirmed they would not but stated they would not be permitted to expand.

Council Member Adams inquired about how the 300-foot measurement would be applied in cases where multiple businesses share a commercial parcel, such as a dental office and a car wash on the same property.

Melinda Greenwood confirmed that the measurement would always be taken from property boundary to property boundary rather than from the building itself, explaining that this method ensured consistency, particularly in early zoning inquiries when site plans are not yet available.

Council Member Hunt suggested removing the word "conforming" from Section 17-38-2(2) so that the restriction would apply to all residential uses, including non-conforming properties. She explained that if a residential property were rezoned to commercial, it could create concerns for surrounding homes, and removing the word would ensure protection for all residential properties, regardless of zoning status.

Mayor Tran supported Council Member Hunt's proposed amendment, noting that it aligned with concerns raised by residents about commercial encroachment into residential neighborhoods.

The council also discussed whether fencing requirements should be included in the ordinance. Ms. Greenwood noted that while fences could be beneficial near residential areas, requiring them in large commercial parking lots shared by multiple businesses could be visually unappealing and unnecessary. She suggested that fencing be addressed on a case-by-case basis through development agreements rather than a blanket requirement.

Council Member Oaks made a motion to approve the Ordinance enacting Title 17, Chapter 38, "Car Wash Standards," of the Kaysville City Code.

Council Member Hunt requested that the motion include the removal of the word "conforming" from Section 17-38-2(2).

Council Member Oaks amended his motion to include the removal of the word "conforming" from Section 17-38-2(2). The motion was seconded by Council Member Hunt.

Council Member Jackson seconded the motion.

The vote on the motion was as follows:

Council Member Hunt, Yea
Council Member Jackson, Yea

Council Member Oaks, Yea
Council Member Blackham, Yea
Council Member Adams, Yea

The motion passed unanimously.

AN ORDINANCE ADOPTING THE KAYSVILLE CITY CENTER COMMUNITY
REINVESTMENT PLAN AND BUDGET

APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE KAYSVILLE
REDEVELOPMENT AGENCY AND KAYSVILLE CITY FOR THE KAYSVILLE CITY
CENTER COMMUNITY REINVESTMENT PLAN AND BUDGET (TABLED ITEM)

City Manager Jaysen Christensen addressed frequently asked questions regarding the Kaysville City Center Community Reinvestment Plan and Budget. He began by explaining that the vision for the Community Reinvestment Area (CRA) stemmed from the 2022 General Plan, which emphasized revitalizing the city center and Main Street. Many properties in this area had not seen meaningful investment or redevelopment for decades. The goal of the CRA is to capture funding that can be reinvested to support economic growth and encourage business development. Another key benefit of the CRA is increasing local sales tax revenue—one of the city's primary funding sources. Encouraging more residents to shop and dine in Kaysville rather than in neighboring cities like Layton or Farmington would help reduce the city's dependence on property taxes.

He then provided background on CRAs and tax increment financing (TIF), which has been used in Utah for over 50 years. He clarified that nearly every city in Davis County has a CRA, including Bountiful, Centerville, Clearfield, Farmington, Fruit Heights, Layton, North Salt Lake, Woods Cross, Syracuse, West Bountiful, and West Point. Kaysville itself has an existing CRA for the Flint Street Project, established in 2013.

Using the Flint Street Project as an example, Mr. Christensen explained how CRAs function. Before development, the property where Smith's Marketplace now stands was an empty field generating \$37,000 annually in property tax revenue. After development, the property's tax contribution increased to \$137,000 per year. Rather than those additional funds immediately going to the city and other taxing entities, the CRA allowed the extra \$100,000 in tax revenue to be reinvested into infrastructure improvements, such as widening Flint Street. This reinvestment tool enables the city to stimulate economic growth without increasing tax rates. He emphasized that a CRA does not rezone property, increase property tax rates, or grant authority to raise taxes. Any tax increase would require a Truth in Taxation process, which mandates public hearings and City Council approval.

Melinda Greenwood reiterated key points and addressed common misconceptions. She stressed that a CRA does not impact zoning laws—any zoning changes within the project area would still require approval through the standard Planning Commission and City Council processes. She also addressed concerns about eminent domain, clarifying that Utah law prohibits the use of eminent domain for economic development. The only exception would be if a property owner voluntarily requested it, which is highly unlikely.

The proposed CRA boundary covers 261.5 acres, with most of the land already developed. Only 15.5% of the area is currently vacant, while 18% consists of residential properties and 66% is commercial. Key corridors within the project area include Main Street, 200 North, and Flint Street. Ms. Greenwood emphasized that the General Plan identified this area for reinvestment, reflecting community input gathered over several years. She then outlined potential uses for CRA funds, including beautification efforts, sidewalk improvements, pedestrian-friendly infrastructure, and parking enhancements. She emphasized that these were potential projects, not guaranteed plans. Any specific project would require further public discussion and approval before implementation.

Mayor Tran clarified that the CRA plan does not dictate required projects but provides a framework for potential improvements.

Council Member Jackson asked for an example of pedestrian-oriented improvements.

Melinda Greenwood explained that projects could include wider sidewalks, enhanced crosswalks, and pedestrian-friendly upgrades to make Main Street more walkable.

Jaysen Christensen then detailed the financial structure of the CRA. The city has committed to deferring 80% of its share of increased property tax revenue for 15 years, keeping 20% for general city use. Other taxing entities, such as the county and school district, would be asked to contribute 40% to 60%. The total projected tax increment revenue is \$5.1 million, with a hard cap of \$10 million—if revenue reaches this threshold early, the CRA would close sooner.

Council Member Oaks inquired about the timing of the revenue collection, given that the city is already in Fiscal Year 2025.

Melinda Greenwood clarified that the county operates on a calendar-year budget, meaning CRA increment revenue would begin collection in January 2025. She displayed revenue projections over the 15-year period, estimating a total increment of \$8.3 million across all taxing entities, with the Redevelopment Agency (RDA) receiving approximately \$5.1 million.

Ms. Greenwood also addressed misinformation, particularly confusion between Utah's Community Reinvestment Agency Act and the federal Community Reinvestment Act, which is a banking regulation unrelated to local CRAs. She assured residents that Kaysville's CRA does not involve bank lending requirements or federal oversight. She also emphasized that the city would not bond or borrow against projected increment revenue, meaning funds would only be spent as they are received over time.

Jaysen Christensen addressed concerns about increased property values affecting residential properties. He explained that while redevelopment could impact the valuation of adjacent commercial properties, residential properties would likely not experience significant changes in tax valuation. In some cases, redevelopment could help stabilize neighborhoods by reducing concerns about neglected or declining properties rather than leading to increased taxes for homeowners.

He also addressed transparency concerns, clarifying that CRAs, including Kaysville's

Redevelopment Agency, are subject to annual audits. The city is required to report all CRA financial data to the state, and these reports are publicly available on the Governor's Office of Economic Opportunity website, where residents can review financial records for all CRAs statewide.

Mayor Tran reiterated the community benefits of a CRA, using Station Park in Farmington as an example. She noted that when Kaysville residents shop in Farmington, they contribute to Farmington's CRA, which funds infrastructure improvements in that city. Having a CRA in Kaysville would allow outside shoppers to contribute to Kaysville's growth in the same way. She also addressed concerns that the CRA might force residents to sell their property or that the city could be held responsible if a developer defaults on a loan. She clarified that no property owners are required to sell or redevelop their properties, and the city is not financially liable for private loans issued to developers. All CRA-related decisions will be discussed and approved in public meetings, ensuring transparency and public input.

Melinda Greenwood added that Kaysville had recently received a \$130,000 grant, with an additional \$10,000 in city funds, to conduct a comprehensive study on the city center area. This study will gather community input on how residents envision Main Street and the surrounding area evolving in the future. The study is expected to begin in March, and residents will have opportunities to participate in public meetings and discussions.

Mayor Tran reiterated that the study is an opportunity for residents to shape the future of Main Street, whether that means preserving its current character or pursuing targeted improvements. She encouraged public engagement to ensure that any decisions reflect community priorities.

Mayor Tran invited the residents who had signed up for public comment to come forward.

Scott Saunders expressed concerns about how the CRA might impact residential properties. He owns property on 200 North, near Barnes Park, which includes a non-buildable lot. Although city officials assured him that his property taxes would not change, he remained anxious about a potential reassessment if surrounding properties increased in value. He requested that the council delay approval for three to four months to allow for additional meetings and discussions.

John Sanders, a long-time Kaysville resident and business owner, said his concerns had lessened after hearing the presentation. He recalled that 42 years ago, after a large fire on Main Street, his family and other businesses used redevelopment grants to rebuild. He believed the CRA could offer similar assistance today. However, he raised concerns about traffic congestion on Main Street, particularly between 200 North and 100 South, and supported adding a community event center to provide gathering space for civic activities.

Beth Holbrook emphasized the importance of careful oversight and accountability in tax increment financing (TIF) projects. She referenced a 2022 Utah Legislative audit of TIF funding, which highlighted challenges in proving that redevelopment funds were necessary to spur economic growth. She explained that TIF financing was originally designed to assist blighted areas, ensuring that funds were directed toward projects that truly required investment. However, some residents and business owners she had spoken with did not believe Kaysville had enough blighted areas to

justify a CRA. Another major concern she raised was the potential for governments to selectively fund certain businesses over others. She worried this could create unfair competitive advantages in the local economy.

Val Starkey questioned where CRA funding would come from, particularly how schools would compensate for lost tax revenue. While the city projected that it could collect up to \$10 million, he cited a document suggesting potential spending of up to \$12 million, raising concerns about whether additional funds would be needed. He also expressed skepticism about parking improvements, pointing out that a multi-level parking garage would likely cost far more than \$5 million.

Becky Hope thanked the council for maintaining a respectful and transparent discussion. She compared her experience with the Kaysville City Council to her dealings with the Davis School District Board, where she felt there was a lack of public engagement. While she acknowledged that the CRA had been in development for a long time, she pointed out that many residents were only now becoming aware of it. She urged the council to improve public outreach, noting that mailers are often ignored, while social media and direct email communication might be more effective. She encouraged the council to explore new outreach methods to ensure residents were informed about future public meetings and decisions related to the CRA.

Joyce Clarkson said she had researched TIF funding models and noted that other cities with CRAs, such as Farmington, had significant high-density development. She worried that Kaysville might also experience an increase in multi-family housing as a result of redevelopment. She also mentioned speaking with two independent bankers, who disagreed with the city's explanation of TIF financing. According to them, TIF funds can be sold or transferred, raising concerns that the CRA could later be used to fund high-density housing against residents' wishes. She suggested that the city bring in outside financial experts, unaffiliated with Zions Bank, to provide an independent perspective. Additionally, she asked whether the CRA would be funded incrementally as properties redevelop, or if the city would receive an upfront lump sum from a bank or financial institution. If the latter were true, she worried that banks could package and sell TIF-related financial instruments, potentially creating long-term financial liabilities for the city. She emphasized the importance of identifying both the pros and cons of the CRA and ensuring that residents fully understood potential risks.

Mayor Tran thanked the speakers for their input and closed public comments on the item. She reiterated that the CRA does not involve high-density rezoning and does not obligate the city to borrow money upfront. She also emphasized the city's commitment to future meetings and discussions where residents could continue to share their feedback.

Council Member Oaks sought clarification on the allocation for housing assistance, which amounts to approximately \$35,000 per year over 15 years. He questioned why this funding was included in the CRA plan, as it did not seem directly related to commercial reinvestment.

Melinda Greenwood explained that state law requires 10% of any tax increment revenue collected through a CRA be allocated toward affordable housing. This funding could be used in various ways, including contributing to the statewide homeless mitigation fund, which Kaysville is

required to pay into since it does not have a homeless shelter. Alternatively, the city could use the money for a down payment assistance program aimed at helping city employees, such as public works staff, police officers, and firefighters, afford homes in Kaysville. She emphasized that no final decision had been made on how the funds would be used.

Council Member Jackson asked whether down payment assistance could also be extended to teachers.

Melinda Greenwood responded that while expanding eligibility was possible, it would be challenging given that \$500,000 is a relatively small amount spread over 15 years. She recommended prioritizing city employees before considering school staff or other public workers, though the council could determine the final scope of the program.

Council Member Oaks addressed concerns about the term "blighted." He stated that while Kaysville does not have blighted areas, some properties are "aged" or "in need of an update" and could benefit from revitalization efforts along Main Street. He also clarified funding concerns, stating that while some projections listed \$12 million in projects, the city realistically expects around \$5 million, with actual spending dependent on available funds and community input. Regarding public engagement, he noted that many residents had only recently learned about the CRA and suggested improving outreach efforts through social media, direct email, or mailers. Addressing concerns about loans, he acknowledged that banks frequently sell mortgages and loans, but said he did not understand how this would allow a CRA project to be altered without city approval. He reaffirmed that no council members support high-density development along Main Street or 200 North.

Council Member Jackson expressed appreciation for the clarifications and community engagement and reiterated that the CRA aims to fund city infrastructure improvements without raising property taxes. He noted that Kaysville has one of the lowest property tax rates in the county, despite significant infrastructure needs, including water and sewer line replacements and major road repairs. He explained that CRA-driven commercial growth could help fund these projects. Council Member Jackson addressed concerns about school district participation, explaining that the school board and other taxing entities voluntarily choose to participate because they expect to benefit from long-term revenue increases. While they defer tax revenues for 15 years, they anticipate higher returns after redevelopment is complete. Regarding residential properties in the CRA boundary, Council Member Jackson suggested removing them to alleviate concerns.

Melinda Greenwood explained that residential properties along major roads like Main Street and 200 North were included because they are most likely to redevelop over time, but no homeowner is required to sell or redevelop their property. It is possible to remove residential properties from the CRA boundary, but it will require restarting the public notice process and renegotiating with the county. She noted that removing a few homes likely would not impact the county's support for the CRA but would require additional time and effort.

Council Member Oaks reinforced that the city cannot unilaterally rezone residential properties—rezoning requests must go through the Planning Commission and City Council.

Council Member Jackson raised concerns about the state's 10% affordable housing set-aside requirement, stating that he disliked the mandate. He asked whether Kaysville would be grandfathered in at the 10% level if the state legislature later increased the required percentage.

Melinda Greenwood responded that while state laws are typically grandfathered, the legislature has the authority to make retroactive changes if they choose.

Council Member Hunt stated that the city should not take actions that make residents feel anxious or pressured to leave their properties. While she acknowledged the potential benefits of the CRA, she felt the council should allow more time for education and discussion before making a final decision. She referenced a recent RDA training session, where she asked whether existing CRA projects would be grandfathered in if state laws changed. While there was no definitive answer, she believed that previous legislative changes had included grandfather clauses, which could apply to Kaysville if the CRA were approved. She supported continuing discussions on the CRA but not indefinitely and suggested that a few more months of community engagement would be beneficial.

Council Member Blackham emphasized that he felt that his primary role as a council member is financial stewardship. He argued that the city needs funding solutions for critical projects without raising taxes. He referenced the deteriorating condition of the old library, which he initially supported demolishing but was convinced to preserve due to community interest. The city attempted a public-private partnership for the library's redevelopment, but the only viable proposals involved high-density housing, which the council rejected. Another proposal for a food court failed due to financial viability concerns. As a result, the library remains a city-owned liability, requiring an estimated \$2 million just to stabilize the building for future use. Council Member Blackham also emphasized the financial burden of necessary city projects, including: a new fire station on the west side of Kaysville, the \$15 million reconstruction of 200 North Street, and other essential infrastructure upgrades. He argued that without a CRA, the city will have to raise taxes to fund these projects. With a CRA, the city can capture tax increment funds from the school district and county to help pay for community improvements without increasing taxes on residents. Addressing concerns about the CRA leading to forced redevelopment, he stated that the city does not actively seek developers or push for high-density projects. He noted that businesses naturally choose Kaysville due to its market. The only difference with the CRA is that the city would have access to additional funding to support infrastructure improvements. He acknowledged concerns about misuse of CRAs in other cities, particularly in large-scale urban redevelopment projects. However, he emphasized that Kaysville's CRA is structured differently—the city is not tearing down existing buildings or taking financial risks on speculative projects. Instead, it is capturing funds from natural property value increases and using them to improve the community.

Council Member Adams reiterated concerns about the high cost of infrastructure projects. He noted that cost estimates for water line replacements along 200 North and near the cemetery had increased unexpectedly, highlighting the challenges of funding essential services without raising taxes. He emphasized that the CRA is designed to prevent tax increases by capturing tax revenue from new growth. He referenced the Smith's Marketplace RDA, which increased annual property tax revenue from \$37,000 to \$137,000. He argued that new commercial development, such as the recently approved hotel project, would bring similar financial benefits to the city. Council Member Adams reassured homeowners in the CRA boundary that their properties would not be rezoned.

without their consent. While property values may naturally increase over time, the CRA does not rezone residential properties or change their tax classification to commercial. He suggested that homeowners might benefit from being included in the CRA, as they could access infrastructure improvements and financial incentives if they chose to redevelop in the future.

Mayor Tran addressed concerns about public outreach, explaining that council members do not have access to residents' contact information through utility accounts due to privacy laws. The city relies on its website, social media, and a city newsletter to communicate important issues. She welcomed suggestions on how to improve outreach and encouraged residents to help share information.

Council Member Hunt made a motion to continue the consideration of the Kaysville City Center Reinvestment Plan and Budget until a future council meeting. Given the high level of public interest and lingering questions, she felt it was appropriate to delay the final vote to allow more time for education and engagement.

Council Member Adams seconded the motion, stating that while he was personally comfortable voting on the CRA that night, he recognized the importance of ensuring residents felt at ease. He emphasized that he wanted the community to leave the meeting without anxiety or confusion about the plan's intent and impact.

Council Member Oaks expressed concerns about delaying the vote without a clear plan for further discussion. He asked what specific actions would take place between now and the next meeting to address outstanding concerns. He was uncertain about postponing the vote without additional scheduled public engagement efforts.

Council Member Blackham stated that he fully supports the CRA but understood the concerns of property owners, such as Mr. Saunders, whose land is included in the proposed CRA boundary. While he believes the CRA will not negatively impact homeowners, he did not want property owners to feel uneasy. He was willing to wait a few weeks to allow for more outreach and clarification.

Mayor Tran noted that, based on feedback received, it appeared that homeowners would only feel comfortable if their properties were removed from the CRA area altogether. She asked whether the council's intent in delaying the vote was to reconsider boundary adjustments or simply to provide more time for property owners to get their questions answered.

Council Member Hunt clarified that her goal was not necessarily to alter the CRA boundaries but rather to increase transparency and understanding among property owners.

Council Member Jackson expressed a willingness to explore removing homes from the CRA boundary, stating that their inclusion seemed unnecessary and was causing confusion and concern among property owners.

Council Member Adams pointed out that removing those properties would mean homeowners could not access CRA funds if they ever wished to redevelop their land. He argued that, from a

homeowner's perspective, it might be more beneficial to remain within the CRA boundary to take advantage of future funding opportunities, if desired.

Council Member Jackson emphasized the importance of directly communicating with each impacted property owner to ensure they understood the implications and potential benefits of being in the CRA. He also warned that delaying the decision too long could allow for misinformation to spread and disrupt the natural momentum of the process. While he was in favor of approving the CRA, he wanted to ensure that homeowners were fully informed before moving forward.

The vote on the motion was as follows:

Council Member Jackson, Yea
Council Member Oaks, Yea
Council Member Blackham, Yea
Council Member Adams, Yea
Council Member Hunt, Yea

The motion passed unanimously.

Council Member Adams made a motion to continue the consideration of an Interlocal Agreement between the Kaysville Redevelopment Agency and Kaysville City for the Kaysville City Center Community Reinvestment Plan and Budget. The motion was seconded by Council Member Oaks.

The vote on the motion was as follows:

Council Member Oaks, Yea
Council Member Blackham, Yea
Council Member Adams, Yea
Council Member Hunt, Yea
Council Member Jackson, Yea

The motion passed unanimously.

COUNCIL MEMBERS REPORTS

Council Member Oaks highlighted the success of the monthly small business meeting, noting that attendance has significantly increased over the past three years, with around 25 people attending the most recent session. He credited city staff for their efforts in building connections between small businesses and the city.

Council Members Blackham and Hunt attended a ribbon-cutting ceremony for the new teen center at Davis High School, the last high school in Davis County to receive one. The teen center provides essential resources for students in need, including access to showers, laundry, meals, and study areas. They emphasized the importance of these centers in helping students stay in school despite challenges at home.

Council Member Hunt acknowledged the high level of council engagement, noting that this was her eighth meeting or event of the week. She encouraged continued public involvement and mentioned that the city has a notification system on its website where residents can sign up for email alerts regarding city meetings and updates.

CITY MANAGER REPORT

City Manager Jaysen Christensen provided several important updates:

- Train Horns: Kaysville is part of the quiet zone that extends from Salt Lake to Ogden. The only remaining issues are two deficient crossings in Salt Lake and North Salt Lake. Both cities have submitted waiver requests to allow train horns to sound only at those crossings rather than throughout the entire zone. The public comment period ends next Tuesday, after which a decision will be made.
- Crestwood Drive & Highway 89 Intersection: The four-way stop has been installed on the south side and is now fully operational.
- 200 North Construction: The reconstruction project on 200 North (from Main Street to Fruit Heights) will begin on January 27. Initial work will involve lane adjustments near Main Street.
- Mutton Hollow & Main Street Traffic Signal: A new traffic signal will be installed at this intersection. Work is expected to start in about a week and a half, with minimal impact on traffic.
- Wildfire Preparedness: In response to California's recent wildfires, Kaysville and Davis County will hold an annual town hall meeting for residents east of Highway 89 to discuss evacuation plans and fire prevention. The next meeting is expected in the spring. The city is actively clearing brush in Wilderness Park and along power lines to mitigate fire risks. Residents in the wildfire evacuation zone can request fire warden assessments of their properties for personalized prevention measures.
- Emergency Dispatch Transition: As of last Thursday, Kaysville's 911 dispatch services have transitioned from Davis County to Bountiful Dispatch. The transition was smooth and cost-effective, with no noticeable difference for residents or emergency personnel.
- Strategic Planning Work Session: The City Council's annual strategic planning meeting will take place on February 4 from 5:30 to 8:30 p.m. The meeting will focus on reviewing the general plan, past strategic initiatives, and setting new goals for the city.

ADJOURNMENT

Council Member Adams made a motion to adjourn the city council meeting at 9:52 p.m. The motion passed unanimously.

Following the city council meeting, the Kaysville Redevelopment Agency (RDA) Board convened to address items on its agenda. The RDA Board, composed of the same members as the city council, acts as a separate entity for redevelopment-related matters.

KAYSVILLE CITY
REDEVELOPMENT AGENCY BOARD MEETING
January 16, 2025

Minutes of a Kaysville City Redevelopment Agency Board Meeting held on January 2, 2025, at 9:52 p.m. in the Council Chambers of Kaysville City Hall at 23 East Center Street, Kaysville, UT.

Board Members present: Chairperson Tamara Tran, John Swan Adams, Mike Blackham, Abbigayle Hunt, Nate Jackson and Perry Oaks

Others Present: City Manager Jaysen Christensen, City Recorder Annemarie Plaizier, Community Development Director Melinda Greenwood, Information Technology Assistant Jordan Hansen, Officer Chris Ransom, Becky Hope, John Sanders, Steve Weir, Tyler Nay, Cordell McDonald, Curtis Cragun, (Illegible) Jacobson, Travis Nordgren, Heidi Nordgren, Kirk Dean, Leigh Dean, Faith Bolen, Bart Wolthuis, Tyler Tholen, Jeff Call, Cindee Paulsen, Chandler Beutler, Beth Holbrook, Flemming Hyllested, Linda Gardner, Darlene Schons, Laurene Starkey, Val Starkey, Jill Dredge, Don Woodward, Deborah Niven, Scott Sanders, Tom Kerr, Annette Allred, Lee Allred, Linda Webb, Marion Borup, Jennifer Borup, Brian Tarbet, Jason Largey, Dee Hyde, Michael Macfarlane, Jeff Clarkson, Joyce Clarkson

OPENING

Chairperson Tran opened the meeting by welcoming those present.

APPROVAL OF MINUTES FROM THE JANUARY 2, 2025 REDEVELOPMENT AGENCY BOARD MEETING

Board Member Blackham made a motion to approve the minutes of the January 2, 2025, Redevelopment Agency Board meeting. Board Member Oaks seconded the motion.

A vote on the motion was as follows:

Board Member Blackham, yea
Board Member Adams, yea
Board Member Hunt, yea
Board Member Jackson, yea
Board Member Oaks, yea

The motion passed unanimously.

A RESOLUTION ADOPTING THE KAYSVILLE CITY CENTER REINVESTMENT AREA PLAN AND BUDGET

APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE KAYSVILLE

REDEVELOPMENT AGENCY AND KAYSVILLE CITY FOR THE KAYSVILLE CITY CENTER COMMUNITY REINVESTMENT PLAN AND BUDGET (TABLED ITEM)

APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE KAYSVILLE REDEVELOPMENT AGENCY AND KAYSVILLE CITY FOR THE KAYSVILLE CITY CENTER REINVESTMENT AREA (TABLED ITEM)

Chairperson Tran stated that since no action had been taken during the earlier City Council meeting on the resolution for the Kaysville City Center Reinvestment Area Plan or budget, or on the related interlocal agreement, it was recommended that these three items be postponed until the next City Council meeting, where the matter will be discussed again.

Board Member Oaks made a motion to postpone these three agenda items until the next City Council meeting, where the Kaysville City Center Reinvestment Area Plan and Budget will be considered. The motion was seconded by Board Member Hunt.

A vote on the motion was as follows:

Board Member Blackham, yea
Board Member Adams, yea
Board Member Hunt, yea
Board Member Jackson, yea
Board Member Oaks, yea

The motion passed unanimously.

ADJOURNMENT

Board Member Adams made a motion to adjourn the Kaysville City Redevelopment Agency Board Meeting at 9:54 p.m. The motion passed unanimously.

CITY COUNCIL STAFF REPORT



MEETING DATE: February 20, 2025

TYPE OF ITEM: Consent Items

PRESENTED BY: Josh Belnap

SUBJECT/AGENDA TITLE: A Resolution and Interlocal Agreement with Davis County for 200 North Transportation Project Reimbursement

EXECUTIVE SUMMARY:

The City Engineer has successfully applied for and secured a grant from Davis County in the amount of \$3,000,000 to aid with the construction of the 200 N project. Council is required to officially approve the City accepting these funds.

The funds operate as a reimbursement, which means that the City will expend funds by paying contractor invoices. Those invoices will then be submitted to Davis County to be reviewed, and a check generated upon approval.

City Council Options:

1) Approve, 2) Deny

Staff Recommendation:

Approve

Fiscal Impact:

N/A

ATTACHMENTS:

1. Resolution - Reimbursement Agreement
 2. 3rd Qtr Contract - Kaysville City - 200 North 20250123
-

RESOLUTION 25-~~XX-XX~~

AUTHORIZING A PROJECT REIMBURSEMENT AGREEMENT WITH DAVIS COUNTY

WHEREAS, Kaysville City (hereinafter “City”) has a desired transportation project on 200 North;
and

WHEREAS, City recently partnered with Davis County to fund this project; and

WHEREAS, the City, in exercise of its management of public property, believes that it is in the best interest of the public to complete this project with Davis County’s Assistance.

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

1. The Mayor or City Manager, are hereby authorized to execute the attached reimbursement agreement with Davis County.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this 20th day of February, 2025.

Tamara Tran, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

INTERLOCAL COOPERATION TRANSPORTATION
PROJECT REIMBURSEMENT AGREEMENT

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Agreement”) is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (the “County”), and Kaysville City, a municipal corporation of the State of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” in this Agreement or may be solely referred to as a “Party” in this Agreement.

WHEREAS, the Parties are authorized to enter into in this Agreement, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13 of the Utah Code (the “Act”); and

WHEREAS, Utah Code Section 59-12-2217 (“Section 59-12-2217”), which is titled County Option Sales and Use Tax for Transportation, provides, in part, an opportunity for a county council of governments to annually prioritize transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217 as well as an opportunity for a county legislative body to annually approve transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the Davis County Council of Governments (“DCCOG”) is the county council of governments with the authority to work with the Davis County Legislative Body to prioritize and approve transportation projects within Davis County to be funded by revenues generated in Davis County from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the County requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”), on or about May 30, 2024, to submit applications for a limited portion of the sales and use tax generated in Davis County under Section 59-12-2217 to be used for qualifying transportation projects; and

WHEREAS, the City submitted a Davis County 3rd Quarter Funding Application, which is attached to this Agreement as Attachment 1 and is incorporated into this Agreement by this reference (the “Application”), to the County, on or before July 12, 2024, seeking funding for a portion of the sales and use tax generated in Davis County under Section 59-12-2217 for the 200 North Road Reconstruction Project (the “Project”) (A copy of the Project Cost Estimate (the “Cost Estimate”) is attached to this Agreement as Attachment 2 and incorporated into this Agreement by this reference); and

WHEREAS, the DCCOG presented a priority list of qualifying transportation projects to the Davis County Legislative Body for approval on or about October 16, 2024 (the “Priority List”); and

WHEREAS, the Davis County Legislative Body approved several projects on the Priority List, including the Project, on December 3, 2024; and

WHEREAS, the City desires to commence and complete the Project in a manner consistent with this Agreement; and

WHEREAS, the County desires to partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

The Parties therefore agree as follows:

1. Purpose. The purpose of this Agreement is to comply with the authority of, and direction provided by, the DCCOG and the Davis County Legislative Body regarding transportation projects in Davis County by funding specific transportation projects in Davis County from a sales and use tax imposed under Section 59-12-2217.

2. The City’s Duties, Obligations, Responsibilities, or Otherwise.

2.1. The City shall commence and complete all material aspects of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County.

- 2.2. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project.
- 2.3. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation or maintenance of the Project.
- 2.4. The City shall ensure that the Project complies with the American Public Works Association (“APWA”) standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.
3. **The County’s Duties, Obligations, Responsibilities, or Otherwise.** The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project as identified in the Application not to exceed \$3,000,000.00, only upon all of the following being timely and completely satisfied by the City:
 - 3.1. The City commences and completes the full scope of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County;
 - 3.2. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project; and
 - 3.3. The City enters into a Development Payback Agreement for the portions of right-of-way that are currently undeveloped and reimburses Davis County proportionately if development payback fees are collected.
4. **Progress Payments Authorized.** The City may, no more frequently than quarterly, provide reimbursement requests to the County for authorized costs paid by the City for the Project. After confirming that the costs provided in a reimbursement request are authorized for reimbursement, the County shall reimburse the City in an amount equal to 90% of the authorized costs sought through a reimbursement request. The tender or receipt of progress payments under this section shall not relieve the City of its obligations under this Agreement. The County shall reimburse the City for the remaining 10% of the authorized costs sought through the City’s reimbursement requests in an amount up to 80% of the total authorized costs of the Project, not to exceed \$3,000,000.00, only if the City timely and completely satisfies its obligations under Sections 2 and 3 of this Agreement.
5. **Effective Date of this Agreement.** The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the “Effective Date”).
6. **Term of Agreement.** The term of this Agreement shall begin upon the Effective Date of this Agreement and shall terminate five years from the Effective Date of this Agreement (the “Term”), subject to the termination and other provisions set forth in this Agreement.
7. **Termination of Agreement.** This Agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 7.1. The mutual written agreement of the Parties;
 - 7.2. By either Party:
 - 7.2.1. After any material breach of this Agreement;
 - 7.2.2. Thirty calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 7.2.3. After the notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement; and
 - 7.3. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

- 8. Indemnification; Hold Harmless.** The City shall indemnify and hold harmless the County, and the County’s officials, employees, agents, and other representatives (collectively, the “Indemnified Party”), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, “Losses”), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, “Resolution Expenses”) (Losses and Resolution Expenses together mean “Indemnifiable Losses”) relating to this Agreement or the negligent, reckless, or willful acts or omissions of the City or the City’s officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party’s material breach of this Agreement. The City’s compliance with any provision of this Agreement to obtain or maintain insurance shall not waive or limit the City’s obligations under this section. The rights and obligations of the Parties set forth in this section will survive the termination of this Agreement.
- 9. Notices.** All notices under this Agreement must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the Parties at their respective addresses set forth below (or to such other address that may be designated by a Party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

<u>To the City:</u>	<u>To the County:</u>	<u>With a Copy to:</u>
Kaysville City Attention: Jaysen Christensen 23 E. Center Street Kaysville, UT 84037	Davis County Attn: CED Director P.O. Box 618 Farmington, UT 84025	Davis County Attn: Attorney’s Office, Civil Division P.O. Box 618 Farmington, UT 84025

- 10. Damages.** The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.
- 11. Governmental Immunity.** The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Title 63G, Chapter 7 of the Utah Code (the “Immunity Act”), and nothing in this Agreement is intended to waive or modify any and all rights, defenses or provisions provided in the Immunity Act. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Immunity Act.
- 12. Approval.** This Agreement shall be submitted to the authorized attorney for each Party for review as to proper form and compliance with applicable law in accordance with applicable provisions of Section 11-13-202.5 of the Act. This Agreement shall be approved by the legislative body of each Party in accordance with Section 11-13-202.5 of the Act. This Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209 of the Act.
- 13. Interlocal Agreement Provisions.** This Agreement does not create an interlocal entity. There is no separate legal entity created by this Agreement to carry out its provisions, and, to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement. This Agreement does not relieve any Party of obligations or responsibilities imposed upon that Party by law.
- 14. Employees Performing Services under This Agreement.** The Parties acknowledge and agree that the provisions of Section 11-13-222 of the Act apply to this Agreement.

- 15. Force Majeure.** In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
- 16. Assignment Restricted.** This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.
- 17. Waiver.** A right, remedy, power, privilege or otherwise under this Agreement is not waived by a Party unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.
- 18. Entire Agreement.** This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Agreement.
- 19. Amendment.** This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.
- 20. Governing Law; Exclusive Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each Party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other Party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
- 21. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
- 22. Counterparts.** This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

[This space is left blank intentionally. The signature page follows.]

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

KAYSVILLE CITY

Mayor

Dated: _____

ATTEST:

Kaysville City Recorder

Dated: _____

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Kaysville City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners

Dated: _____

ATTEST:

Davis County Clerk

Dated: _____

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Davis County Attorney's Office, Civil Division

Dated: _____

Attachment 1

(3rd Quarter Funding Application)



Davis
COUNTY

3rd Qtr
Davis County Transportation Funding

Davis County 3rd Quarter Transportation Funding Application

Notes: Signatures confirm the commitment of the Applicant to follow the Guidelines established by Davis County. The Applicant is responsible for the maintainance and upkeep of the project during implementation and after project completion.

Your signature below indicates your agency's willingness to enter into formal agreement to complete and maintain the project if selected for funding.

Signature: 	Date: 11-Jul-24
--	-----------------

v 2024

APPLICATION INFORMATION

Project Sponsor:	Kaysville City, Utah		
Contact Person:	Jaysen Christensen	Title:	City Manager
Address:	23 East Center Street	ZIP:	84037
Phone:	801-546-1235	Mobile:	801-497-7007
Email:	jchristensen@kaysville.gov		

PROJECT INFORMATION

Project Title: 200 North Road Reconstruction Project

Project Location: Fruit Heights/Kaysville Border

(A location map with aerial view must be attached)

Facility Length:	1.31	Jurisdiction	State Owned	Locally Owned	Yes	Multiple (List Other Agencies)	Fruit Heights
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Brief Project Description:

Reconstruction of approximately 1.31 miles of 200 North, including road widening, replacement of aging drinking water main and transmission lines and sewer main lines, installation of new storm drain inlets and pipelines, curb/sidewalk installation and repaving between Main Street in Kaysville and the Fruit Heights border.

(Attach conceptual plans if available):

Have any public information or community meetings been held? No Yes / No

Describe public and private support for the project.

(Examples: petitions, written endorsements, resolutions, etc.):

Kaysville and Fruit Heights residents have expressed concern for both the asphalt condition and sidewalk connections along 200 North. The public would support reconstructing and improving this connection between communities.

Project Description

<u>Functional Classification - Link</u>		Minor Arterial		Is the Project on the RTP highway or Transit Network?		Yes	<u>Regional Transportation Plan - Link</u>
Anticipated year of Project Construction		1 to 5 years		Time Period for Right-of-Way Acquisition		Less than 1 year	
		<u>Existing</u>		<u>Projected</u>			
Roadway	<u>Average Daily Traffic - Link</u>	6,700		12,500		<u>Projected Traffic - Link</u>	
Transit	<u>Transit Current Daily Ridership by Route</u>	269		269		Opening Day - Anticipated Daily Ridership	
Provide Source of Ridership numbers				No anticipated growth of ridership numbers with this project.			
<u>Scope of Work</u>		(Attach conceptual plans if available):					
Kaysville City is currently working on the design for the road reconstruction project, and will use the design plans to bid the project, and award a contract for the construction of the reconstructed road. The project will conclude at the completion of construction.							
<u>Summarize any special characteristics of the project:</u> (Provide Typical Section drawings and describe the typical section here.): The proposed project will widen 200 North to have a consistent typical section with added bike lanes and shoulders. Sidewalks will be installed to fill in areas that are lacking sidewalk. Generally, the new typical section includes 4.5'-7' shoulders, 5' bike lane, two 12' travel lanes, and 12' center turn lane.							
How many Jurisdictions are Collaborating on this project?		1		Describe the nature of the Collaboration <u>Note:</u> Collaborating is significantly more than a letter of support, and includes financial obligations to the project from each jurisdiction collaborating.			
Kaysville is working with Central Davis Sewer District on the design of this project, as they will be replacing a large portion of their lines in 200 N as part of this project. The project team has also met with and received input from Fruit Heights about the impacts it will have on their infrastructure.							
<u>Describe any project work phases that are currently underway or have been completed.</u> The project is at the 30% design level and will hopefully be shovel ready for end of Fall 2024.							
<u>Describe existing right of way ownerships along the project</u> (Describe when the right-of-way was obtained and how ownership is documented, i.e., plats, deeds, prescriptions, easements): The majority of necessary right-of-way is already owned by Kaysville City. Minor acquisitions for sidewalks or curb and gutter may be required. Temporary construction easements will need to be obtained for grading purposes. Right-of-way is documented on existing plats.							
<u>Is right-of-way acquisition proposed as part of the larger project?</u> (if Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way)						Yes	<u>Yes/ No/ NA</u>
Minor right-of-way acquisitions may be required for the addition of sidewalk and curb and gutter. The majority of the right-of-way is already in place for widening the road.							
Efforts to Preserve the Corridor ((How much Right-of-Way has been acquired) divided by the (Total Amount of Right-of-Way necessary for the Project)) = (Percent of Corridor Preserved)						75 to 100 %	

Project Details**Access to Opportunities**[Link for "Access to Opportunities" - Reference Interactive Map](#)

For the following 2 questions, 'please identify the dominant color at or along your project on the Interactive Map.

What is the Color for the Employment Intensity?

Clear

What is the Color for the Residential Intensity?

Blue*If Intensity or destination is planned, applicant must provide documentation e.g., zoning, developer agreement(s).*

To which of the Following Does the Project Improve Access. (Select All that Apply) Some have been identified on the map	Medical Facility	No	Vulnerable Community	No	Elementary School	Yes	Library/ Community Center	Yes
	Grocery Store	Yes	Trails/ Parks	Yes	Junior High School	Yes	Other Retail	Yes
	Core Transit Station	No	Higher Education	Yes	High School	Yes	Other Services	
(Transit Route, etc.)								

To what extent does the project fill a gap or complete a connection?

This project will improve the current connection between Kaysville, Fruit Height, and UDOT. The project will provide a safer connection for pedestrians.

Which of the listed Safety Improvements will be included with this project	Sidewalks/ Bike Paths	Yes	Shoulders/ Curbs & Gutters	Yes	Lighting/ Visibility	Yes
	At Grade Railroad Crossing	No	Adequate Turn Lanes	Yes	Access Control	No
	Intersection Geometry	Yes	Removal of Roadway Obstructions	No	ADA/ Crosswalk	Yes
	Signals/ Signs	Yes	Center Lane or Raised Median	No	Other . .	

Discuss the safety improvements that are included in this project.

The project will improve the existing asphalt for the project, add bike lanes, and fill in the locations that are lacking sidewalk connections. It will also replace all pedestrian facilities that are in disrepair.

Estimated delay reduction
(Vehicle Hours)
(Provide documentation)

0

[Utah Department of Public Safety \(Numetrics\)](#)

0

[Recreational Opportunities Associated with Project - Link](#)How many access management improvements are included?
(Provide documentation)

0

[Instructions to navigate the Numetrics web site to obtain the data for this application](#)

Estimated reduction in vehicle miles traveled. (Provide documentation)	0	Total number of crashes on this facility or parallel roadway (5 year Average)	11	How many signal phasing, timing, and other improvements are included (Provide documentation)	1	Number of Intelligent Transportation System (ITS) elements included (Provide documentation)	0
---	---	--	----	---	---	--	---

Number of Intersection Improvements?
(Provide documentation)

1

Other Project Benefits not yet listed?

Crash Reduction Factors

Enter as Many as Applicable that will be Implimented with this Project

[Emphasis Area](#)[Safety Counter Measures](#)

The "Comprehensive Safety Action Plan" is a Resource that Can Help You Improve Roadway Safety

a

0.80

South side of the 200 North, East of 650 East

Add Sidewalk

b

0.40

Entire Project (200 North, Main Street to Fruit Heights Border)

Install Bike Lane

[Safety Counter Measures Tool Box](#)

c

d

Number of Safety Improvements

e

f

2

Project Implementation Information

Project phases included in funding request:		Project Cost and Contributions:	
No	Planning Activities	\$ 14,499,545.34	Total Estimated Project Cost
No	Project Development & Environment Study	\$ 3,000,000.00	Davis County 3rd Quarter Funding Request
No	Preliminary Engineering/ Final Design Plans	\$ 11,499,545.34	Local Funds
Yes	Construction		In-Kind Donations (Dollar Value)
No	Construction Engineering & Inspection		Other Funding Contributions

Eligible Match

**** NOTE **** A minimum of 20% match is required**Project Cost Summary**

Below, provide a summary of the estimated cost for the work being proposed.

(A Separate Detailed Project Cost Estimate Must be Attached to this Application.)

<u>Planning Activities</u>	\$	50,000.00	(enter estimate)
<u>Project Development & Environment Study</u>	\$	65,000.00	(enter estimate)
<u>Preliminary Engineering/ Final Design Plans</u>	\$	493,400.00	(enter estimate)
<u>Right of Way</u>	\$	150,000.00	(enter estimate)
<u>Construction</u>	\$	7,363,927.00	(enter estimate)
<u>Maintenance of Traffic (MOT)</u>	\$	243,900.00	(enter estimate)
<u>Mobilization</u>	\$	585,300.00	(enter estimate)
<u>Subtotal</u>	\$	8,951,527.00	
<u>Contingency (15 % of Subtotal)</u>	\$	1,342,729.05	
<u>Utilities</u>	\$	2,537,200.00	(enter estimate)
<u>Miscellaneous</u>	\$	-	(enter estimate)
<u>Total Construction Cost</u>	\$	12,831,456.05	
<u>Construction Engineering & Inspection (CEI) (13% of Total)</u>	\$	1,668,089.29	(enter estimate)
<u>Other (Describe)</u>	\$	-	(enter estimate)
<u>Total Project Cost</u>	\$	14,499,545.34	

Project Notes

200 NORTH ROADWAY PROJECT

MAIN STREET TO COUNTRY LANE

Legend

-  Project Boundary
-  Municipal Boundary
-  Major Roads
-  Minor Roads



0 250 500 US Feet

Jul 2024





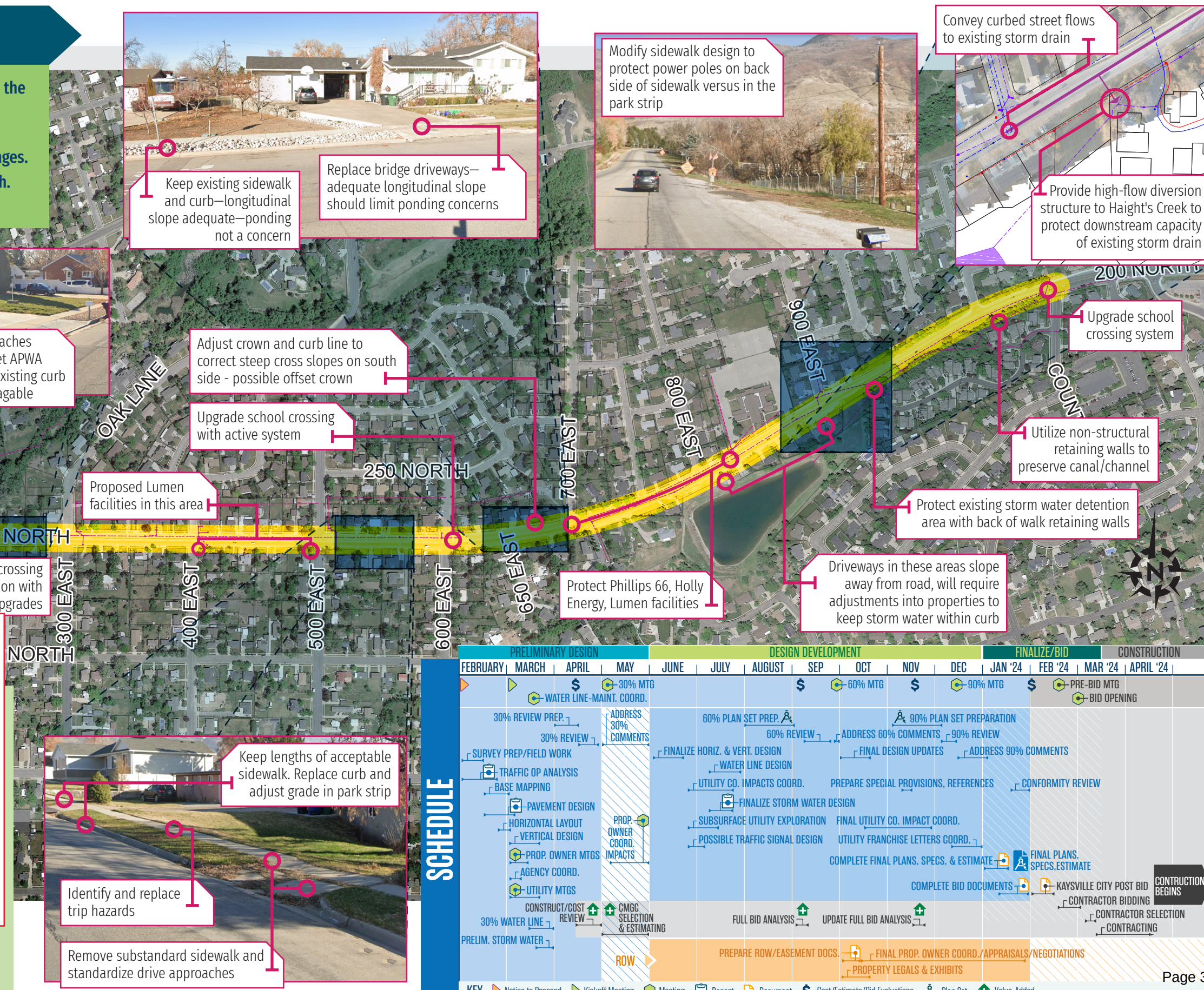
Course of Action

Focus on achieving key goals:

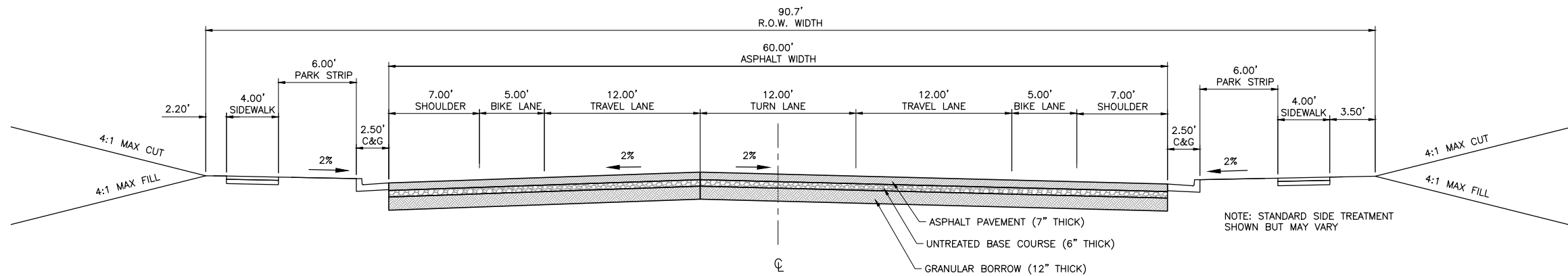
- 1 Prosecute a complete design management plan so the City doesn't have to.
- 2 Minimize construction pain.
- 3 Address and mitigate water line and utility challenges.
- 4 Limit construction cost and support funding search.
- 5 Complete a sound, professional design.

Kaysville is currently working on design and coordination to widen and install missing curb and sidewalk along 1.3 miles of 200 N, between Kaysville Main St and the Fruit Heights border near Hwy 89. This work will also include upgrading aging water and sewer infrastructure, adding additional storm water capacity to the roadway and a full repave.

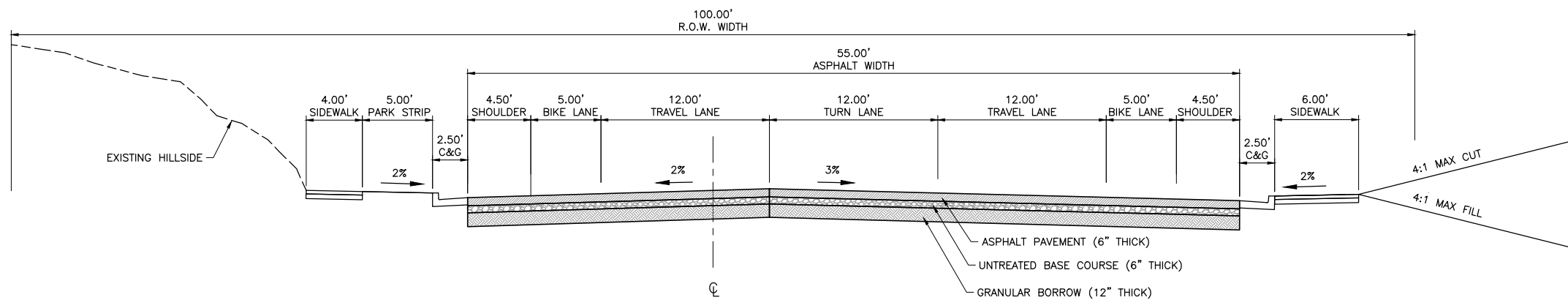
6.



Plot Date: 7/10/2024 9:34 AM Plotted By: Matthew Crump
Data Created: 7/10/2024 JUB.COM\CENTRAL\CLIENTS\UT KAYSVILLE\PROJECTS\55-23-031 - 20 NORTH ROADWAY PROJECT\DESIGN\CAD\SHEETS\DAVIS\COUNTY\GRANT\55-23-031 - TYPSECTIONS.DWG



TYPICAL SECTION #1 (MAIN STREET TO 900 EAST)



TYPICAL SECTION #2 (900 EAST TO COUNTRY LANE)



JUB ENGINEERS, INC.

JUB ENGINEERS, INC.
466 North 900 West
Kaysville, UT 84037
Phone: 801.547.0393
www.jub.com

PRELIMINARY
PLANS

NOT FOR
CONSTRUCTION

REUSE OF DRAWINGS
JUB SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THIS DRAWING. NO PART OF THIS DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF JUB. ANY REUSE WITHOUT WRITTEN CONSENT BY JUB WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.

REVISION			
NO.	DESCRIPTION	BY	DATE

200 NORTH ROADWAY PROJECT
KAYSVILLE CITY

TYPICAL ROADWAY SECTIONS

FILE: 55-23-031_TYPSECTIONS
JUB PROJ. #: 55-23-031
DRAWN BY: MSC
DESIGN BY: MSC
CHECKED BY: NQS
AT FULL SIZE, IF NOT ONE
INCH SCALE ACCORDINGLY
LAST UPDATED: 7/10/2024

SHEET NUMBER:
C-301

Attachment 2

(Project Cost Estimate)



OPINION OF PROBABLE COST

Client: Kaysville City
Project: 200 North Roadway Project
Project No.: 55-23-031
Date: July 3, 2024

200 North Roadway: Main Street to Country Lane

Item #	Description	Unit	Estimated Quantity	Unit Price	Total
Roadway - Schedule A					
1	Mobilization	Lump Sum	1	\$ 585,300.00	\$ 585,300.00
2	Traffic Control	Lump Sum	1	\$ 243,900.00	\$ 243,900.00
3	Storm Water Pollution Prevention Plan	Lump Sum	1	\$ 146,400.00	\$ 146,400.00
4	Roadway Excavation	Cubic Yard	36,700	\$ 26.00	\$ 954,200.00
5	Remove Fence	Linear Feet	300	\$ 6.00	\$ 1,800.00
6	Remove Tree	Each	20	\$ 900.00	\$ 18,000.00
7	Remove Curb Ramp	Each	36	\$ 1,500.00	\$ 54,000.00
8	Remove Curb and Gutter	Linear Feet	6,900	\$ 7.00	\$ 48,300.00
9	Remove Sidewalk	Square Feet	6,796	\$ 4.50	\$ 30,582.00
10	Remove Waterway	Square Feet	600	\$ 5.50	\$ 3,300.00
11	Remove Driveway Approach	Square Feet	6,147	\$ 5.50	\$ 33,808.50
12	Remove Storm Drain Box	Each	8	\$ 2,000.00	\$ 16,000.00
13	Relocate Mailbox	Each	12	\$ 900.00	\$ 10,800.00
14	Granular Borrow Material	Ton	34,820	\$ 26.00	\$ 905,320.00
15	Untreated Base Course	Ton	16,990	\$ 32.00	\$ 543,680.00
16	Hot-Mix Asphalt	Ton	19,730	\$ 108.00	\$ 2,130,840.00
17	Chip Seal	SY	53,914	\$ 2.50	\$ 134,785.83
18	Slurry Seal	SY	53,914	\$ 2.00	\$ 107,828.67
19	Pedestrian Curb Ramp	Each	52	\$ 2,700.00	\$ 140,400.00
20	Concrete Driveway Approach (6" Thick)	Square Feet	9,677	\$ 19.00	\$ 183,863.00
21	Concrete Sidewalk (4" Thick)	Square Feet	21,898	\$ 15.50	\$ 339,419.00
22	Concrete Curb and Gutter (Type A)	Linear Feet	8,100	\$ 62.00	\$ 502,200.00
23	Adjust Valve Box to Grade	Each	60	\$ 1,100.00	\$ 66,000.00
24	Adjust Manhole to Grade	Each	45	\$ 1,500.00	\$ 67,500.00
25	Landscape Block Wall	Linear Feet	700	\$ 78.00	\$ 54,600.00
26	Landscape Restoration	Square Feet	23,200	\$ 6.00	\$ 139,200.00
27	Pavement Striping	Lump Sum	1	\$ 15,000.00	\$ 15,000.00
28	RRFB Assembly w/ School Assembly	Each	2	\$ 9,500.00	\$ 19,000.00
29	School Beacon Speed Assembly	Each	2	\$ 6,000.00	\$ 12,000.00
30	School Advanced Assembly	Each	3	\$ 1,400.00	\$ 4,200.00
31	Relocate Stop Sign	Each	15	\$ 750.00	\$ 11,250.00
32	Kaysville City Street Light	Each	0	\$ 8,400.00	\$ -
33	Street Light Power Connection	Each	0	\$ 2,200.00	\$ -
34	18" RCP Storm Drain	Linear Feet	1,570	\$ 165.00	\$ 259,050.00
35	Storm Brixx Structure	Lump Sum	1	\$ 280,000.00	\$ 280,000.00
36	Storm Brixx Inlet Structure	Lump Sum	1	\$ 26,000.00	\$ 26,000.00
37	Storm Drain Inlet Box, 4' x 2'	Each	4	\$ 6,500.00	\$ 26,000.00
38	Storm Drain Inlet Box, 4' x 4'	Each	7	\$ 7,800.00	\$ 54,600.00
39	Country Lane Inlet Structure	Each	1	\$ 9,600.00	\$ 9,600.00
40	Storm Drain Manhole, 5' Diameter	Each	2	\$ 7,200.00	\$ 14,400.00
Schedule A Total					\$ 8,193,127.00
Water - Schedule B					
1	16" C900 PVC DR14 Water Line	Linear Feet	6,620	\$ 175.00	\$ 1,158,500.00
2	8" C900 PVC DR14 Water Line	Linear Feet	6,044	\$ 125.00	\$ 755,500.00
3	8" 45 Degree Bend	Each	33	\$ 1,400.00	\$ 46,200.00

200 North Roadway: Main Street to Country Lane

Item #	Description	Unit	Estimated Quantity	Unit Price	Total
4	8" 90 Degree Bend	Each	1	\$ 1,600.00	\$ 1,600.00
5	8" Cross	Each	1	\$ 2,200.00	\$ 2,200.00
6	8" Tee	Each	10	\$ 2,000.00	\$ 20,000.00
7	16" 45 Degree Bend	Each	13	\$ 2,800.00	\$ 36,400.00
8	16" 22.5 Degree Bend	Each	5	\$ 2,600.00	\$ 13,000.00
9	16" Butterfly Valve	Each	3	\$ 7,200.00	\$ 21,600.00
10	8" Gate Valve	Each	5	\$ 4,000.00	\$ 20,000.00
11	16"x8" Reducer	Each	3	\$ 2,000.00	\$ 6,000.00
12	16" x 12" Reducer	Each	1	\$ 2,200.00	\$ 2,200.00
13	Short Side 3/4" Service Lateral	Each	53	\$ 3,000.00	\$ 159,000.00
14	Long Side 3/4" Service Lateral	Each	35	\$ 3,400.00	\$ 119,000.00
15	Fire Hydrant Assembly	Each	11	\$ 9,800.00	\$ 107,800.00
16	Remove Valve Can	Each	12	\$ 800.00	\$ 9,600.00
17	Connect to Existing 8" Water Line	Each	15	\$ 1,800.00	\$ 27,000.00
18	Connect to Existing 16" Water Line	Each	2	\$ 2,600.00	\$ 5,200.00
19	Plug and Abandon 8" Water Line	Lump Sum	1	\$ 6,000.00	\$ 6,000.00
20	Connect to Existing 12" Waterline	Each	2	\$ 2,500.00	\$ 5,000.00
21	8" Water Line loop	Each	2	\$ 4,500.00	\$ 9,000.00
22	16"x16"x8" Tee	Each	2	\$ 3,200.00	\$ 6,400.00
Schedule B Total					\$ 2,537,200.00
Construction Subtotal					\$ 10,730,327.00
Construction Contingency		% Subtotal		20%	\$ 2,146,065.40
Construction Total					\$ 12,876,392.40

CITY COUNCIL STAFF REPORT



MEETING DATE: February 20, 2025

TYPE OF ITEM: Consent Items

PRESENTED BY: Brian Johnson

SUBJECT/AGENDA TITLE: Approval of the purchase of a service bucket truck for the Power Department

EXECUTIVE SUMMARY:

Upon recent inspections of our annual service checks for our equipment, the Service Bucket Truck was red tagged and labeled out of service. After reviewing the following information, staff would like to request an approval from Council for the \$250,000 for a service truck that is scheduled to be adopted in the FY 2026 budget year to be moved to the current budget year.

- Current Service Bucket Truck is a 2014.
- Quoted repairs to put the Service Bucket Truck back in service: \$70,000 (Please refer to Altec quote in packet.)
- Trade in value of current bucket truck plus cost of repairs would contribute significantly to the purchase of a new truck.
- We received quotes with lead times for a new bucket truck that range from April 2025 to February/March 2026, along with quotes to rent a truck until a new bucket truck could be purchased.
- A rental bucket truck was quoted at \$3,750/month. Cost of new Bucket truck broken down over 10 years is approximately \$1,840/month. A difference of \$1,910/month.
- Summer season is our busiest time of year, and we will need a bucket truck for everyday maintenance, repairs and new construction. Significant long-term cost saving to purchase a truck with the lead time of April 2025 vs renting a truck until the beginning of 2026.

City Council Options:

1) Approve, 2) Deny

Staff Recommendation:

Approve

Fiscal Impact:

Vehicles – Power Fund

ATTACHMENTS:

1. Service Bucket Truck Repair Quote

Service Estimate

5202 E 36 HWY
Saint Joseph, MO, 64507
US

Customer				Service Request	
Estimate #	997290			Service Request #	6493356
Customer	KAYSVILLE CITY CORP			Unit Information	
Account #	18474	Payment Terms	NET 30	Customer Vehicle #	
Contact	CODY NELSON			Model	VST-40I
Email				Chassis VIN #	1FD0X5HTXFEB00119
Phone		Fax		Mileage	
Mobile				Unit Serial #	KW130128
Altec Representative				Assy Serial # (FA)	KW130128
Contact	Sarah Eudaly			In-Service Date	
Email	Sarah.Eudaly@altec.com				
Phone		Fax			
This Estimate Expires: 07-FEB-2025					
Notes:					

Item	Description	Hours	Labor	Material	Expenses	Total
1	TRAVEL TO AND FROM CUSTOMER'S LOCATION TO PERFORM INSPECTIONS AND OR REPAIRS	3.00	\$525.00	\$0.00	\$0.00	\$525.00
2	REPLACE DAMAGED PLATFORM	6.00	\$1,050.00	\$13,095.36	\$0.00	\$14,145.36
3	REPLACE DAMAGED HOSES FROM PLATFORM TO LOWER CONTROLS	10.00	\$1,750.00	\$11,657.90	\$0.00	\$13,407.90
4	REPLACE DAMAGED QUICK DISCONNECT DUST CAPS	0.25	\$43.75	\$27.05	\$0.00	\$70.80
5	REPLACE DAMAGED UPPER CONTROL BOOT	0.75	\$131.25	\$488.52	\$0.00	\$619.77
6	REPLACE ILLEGIBLE PLACARDS	3.00	\$525.00	\$556.85	\$0.00	\$1,081.85
7	REPLACE DAMAGED JIB ROPE	1.25	\$218.75	\$1,611.86	\$0.00	\$1,830.61
8	REPLACE DAMAGED FIBERGLASS JIB	1.00	\$175.00	\$8,672.93	\$0.00	\$8,847.93
9	RESEAL BOOMS	4.50	\$787.50	\$108.16	\$0.00	\$895.66
10	REPLACE WEAR PADS ON UPPER AND LOWER BOOMS	10.00	\$1,750.00	\$240.34	\$0.00	\$1,990.34
11	REPLACE LEAKING ROTATION GEARBOX	5.00	\$875.00	\$5,329.96	\$0.00	\$6,204.96
12	REPLACE DAMAGED HOSES AT LOWER CONTROLS	3.00	\$525.00	\$0.00	\$312.50	\$837.50
13	REPLACE DAMAGED UPPER BOOM HOSE HOLDER	1.50	\$262.50	\$3,079.24	\$0.00	\$3,341.74
14	REPLACE LEAKING ROTARY JOINT	6.00	\$1,050.00	\$2,443.20	\$0.00	\$3,493.20
15	REPLACE LEAKING HYDRAULIC PUMP	3.00	\$525.00	\$847.81	\$0.00	\$1,372.81
16	PERFORM FULL HYDRAULIC FLUSH (WATER IN OIL)	2.00	\$350.00	\$1,586.50	\$0.00	\$1,936.50
17	PERFORM DIELECTRIC TEST UPON COMPLETION OF REPAIRS	--	\$235.00	\$0.00	\$0.00	\$235.00
18	PERFORM STRUCTURAL LOAD TEST UPON COMPLETION OF REPAIRS	1.50	\$262.50	\$0.00	\$0.00	\$262.50
19	SUPPLIES AND ENVIRONMENTAL DISPOSAL FEE	0.00	\$0.00	\$0.00	\$240.00	\$240.00
20	ESTIMATED FREIGHT	0.00	\$0.00	\$0.00	\$7,834.05	\$7,834.05
Totals		61.75	\$11,041.25	\$49,745.68	\$8,386.55	\$69,173.48

*This estimate is provided with the understanding that items may be discovered during the repair process that may require additional labor and/or materials to repair. Examples would include, but are not limited to, hidden damages or items that were not clearly visible or known at the time of estimate, damaged internal components, fasteners and pins that may be rusted, seized or broken.

**This estimate does not include City, County, State or Federal taxes.

***Transportation or towing of the vehicle is not included in the estimate unless specified.

***Freight charges are estimated and may be adjusted to reflect the actual cost incurred on the invoice.

Please sign below to authorize this estimate			
Printed Name:	P.O.		Date:
Signature:			Would you like to keep salvageable parts removed from the unit?
			Yes No

Altec Service Group Limited Warranty

Products rebuilt or repaired by Altec Service Group are warranted to be free from defects in material and workmanship at the time of rebuild/repair subject to the following provisions:

- § Labor Coverage: For a period of six (6) months following the date of repair, no charge for labor shall be made for a repair or replacement by the Altec Service Group.
- § Travel Coverage: For a period of thirty (30) days following the date of repair, no charge for travel shall be made for a repair or replacement at the customers location by the Altec Service Group.
- § Parts Coverage: For a period of one (1) year following the date of repair, Altec will at its option, repair or replace any part found to be defective in material or workmanship at the time of repair.
- § This warranty is limited to parts that are repaired or replaced by the Altec Service Group. Authorization and coverage of this warranty will be at the discretion of the Altec Service Group.
- § Accessory items are excluded from this warranty and will be warranted from the original manufacturer.

This limited warranty is expressly in lieu of any other warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Except as specified above, no associate, agent or representative of Altec is authorized to extend any warranty on Altec's behalf. Remedies under this limited warranty are expressly limited to the provision and installation of parts and labor, as specified above, and any claims for other loss or damages of any type (including, but not limited to, loss from failure of the product to operate for any period of time, other economic or moral loss, or direct, immediate, special, indirect, incidental or consequential damage) are expressly excluded.

Ser War 2-10 Altec Industries, Inc.

RESOLUTION 25-XX-XX

A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH ASG CONSULTING INC. FOR FEDERAL GOVERNMENT RELATIONS WORK RELATED TO COMMUNITY FUNDING PROJECTS AND CONGRESSIONAL SUPPORT FOR GRANTS

WHEREAS, the Kaysville City (hereinafter “City”) engages with governmental relations consultants from time to time in order to obtain support and funding for City priorities, and

WHEREAS, the City has identified a need to extend Angel Street south to connect with Sunset Drive (“the Project”); and

WHEREAS, the Project is estimated to cost over \$4,000,000; and

WHEREAS, no funding source is currently available for the Project; and

WHEREAS, ASG Consulting, Inc. (“ASG”) has had significant success in assisting Utah municipalities obtain federal funding for community projects with a regional benefit; and

WHEREAS, the City wishes to engage ASG to help obtain federal funds for the Angel Street Extension Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Kaysville City that the City hereby authorizes the City Manger to negotiate a contract with ASG Consulting, Inc. for an amount not to exceed \$5,000 per month and for a term not to exceed twelve (12) months to provide professional services in governmental relations work related to obtaining federal funding for the Angel Street Extension.

1. **Severability.** If any section, part, or provision of this Resolution is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.
2. **Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this 20th day of February, 2025.

Tamara Tran, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

CITY COUNCIL STAFF REPORT



MEETING DATE: February 20, 2025

TYPE OF ITEM: Action Item

PRESENTED BY: Cole Stephens

SUBJECT/AGENDA TITLE: An Ordinance amending various sections of Title 12 "Parks, Public Property, and Recreation" of the Kaysville City Code

EXECUTIVE SUMMARY:

After the City Council work session on February 6, 2025, this action item involves adopting text amendments and adding new sections to Title 12: Park, Public Property, and Recreation.

Section 12-2-2 Motor Vehicles is not included in this action item. It is included in the council agenda work items.

City Council Options:

1) Approve 2) Table

Staff Recommendation:

Approve

Fiscal Impact:

N/A

ATTACHMENTS:

1. Ordinance_Title 12 Amendments

**KAYSVILLE CITY
ORDINANCE 25-XX-XX**

**AN ORDINANCE AMENDING TITLE 12 PARK, PUBLIC
PROPERTY, AND RECREATION**

WHEREAS, the Kaysville City Council considered the amendments of the Title 12: Park, Public Property, and Recreation in an open and public meeting; and

WHEREAS, the City Council finds it to be in the best interest of its citizens to amend the section of Kaysville City Code as outlined below.

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

SECTION 1: **AMENDMENT** “12-1-2 Superintendent” of the Kaysville City Code is hereby *amended* as follows:

A M E N D M E N T

12-1-2 ~~Superintendent~~Director

There is hereby created the position of Parks and Recreation Director~~Superintendent~~ who shall be the Parks and Recreation Department supervisor.

SECTION 2: **AMENDMENT** “12-1-3 Powers And Duties” of the Kaysville City Code is hereby *amended* as follows:

A M E N D M E N T

12-1-3 Powers And Duties

1. It shall be the duty of the Parks and Recreation Director~~Superintendent~~ to supervise the operation and maintenance of the City's parks, public grounds, buildings, recreation programs and the City Cemetery in accordance with the provisions of the City ordinances and the rules and regulations adopted by the City.
2. The Director~~Superintendent~~ shall regularly inspect the condition, function, and operations of the City's parks, public grounds, buildings and its recreation programs. Records of such inspections shall be maintained by the Director~~Superintendent~~ and shall be made available to the City Manager as requested.
3. As directed by the City Manager, the Director~~Superintendent~~ shall report to the City Council with respect to the condition, function, and operations of the City's parks, public grounds, buildings, cemetery, and its recreation programs.

4. The ~~Director~~^{Superintendent} may also employ, subject to the approval of the City Manager, such staff and other resources as shall be necessary to carry out the duties prescribed by the City ordinances and by the rules and regulations adopted by the City.

SECTION 3: **AMENDMENT** “12-2-1 Defacement Of Littering” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

12-2-1 Defacement Of Littering

1. It shall be unlawful for any person to destroy, deface, injure, or interfere with any part, structure, fixture or appurtenance of any park or public property.
2. No dumping or littering shall be allowed on any city park premises. No garbage generated outside of the park premises shall be transported to or dumped within the park or within any garbage receptacles belonging to the city and located within the park. Any garbage generated through use of the park premises shall be deposited within designated garbage receptacles.~~It is unlawful for any person to throw or deposit in any part of any park or public property the carcass of any dead animals, meat, fish, rubbish, refuse, filth, trash, garbage, building materials, or any like substance, or any object or substance that detracts from the beauty of said park or public property.~~
3. Any person(s) convicted of the above actions will be responsible for payment of the cost and expenses involved to restore the property to its original state.

SECTION 4: **AMENDMENT** “12-2-4 Farm Animals” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

12-2-4 ~~Farm~~ Animals

It shall be unlawful for any person to take any ~~farm~~ animal into any part of any park or onto public property or permit any ~~farm~~ animal owned or in the custody of such person to enter any part of any park or onto public property except as approved by the City Council. Service animals are permitted.

SECTION 5: **AMENDMENT** “12-2-5 Alcoholic Beverages” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

12-2-5 Alcoholic Beverages, Drugs or Gambling

The sale, consumption or possession of intoxicating liquors or beverages, illegal drugs, or gambling of any kind, is prohibited in all parks, on all trails, and on multi-use open space properties of the City. ~~It shall be unlawful to have or consume alcoholic beverages in any park or on public property.~~

SECTION 6: **AMENDMENT** “12-2-6 Safety” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

12-2-6 Safety

It shall be unlawful for any person to engage in any activity in any park or on public property in a manner that endangers others using the facility.

1. No person shall carry or discharge any firecrackers, rockets, or any other explosives within a city park, except persons who have obtained a special permit from the city to put on a fireworks show.
2. No person shall make or kindle a fire within a city park for any purpose, unless such person shall do the same in designated areas (Wilderness Park) and at designated times where a fireplace or other facility intended to contain a fire is available. Fire Department can restrict fire pits in the Wilderness Park at any time.
3. No person shall engage in fighting or indulge in riotous, boisterous, intoxicated, threatening, promiscuous or indecent conduct or use any abusive, threatening, profane or indecent language in a city park.

SECTION 7: **AMENDMENT** “12-2-7 Camping” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

12-2-7 Camping or Sleeping Overnight

SECTION 8: **ADOPTION** “12-2-8 Concessions” of the Kaysville City Code is hereby *added* as follows:

ADOPTION

12-2-8 Concessions(*Added*)

No person may sell food, drinks, or other items in the park, trail or multi-use open space except as may be permitted by special contract approved by the City.

SECTION 9: **ADOPTION** “12-2-9 Entertainment And Similar Activities” of the Kaysville City Code is hereby *added* as follows:

ADOPTION

12-2-9 Entertainment And Similar Activities(*Added*)

No commercial entertainment, demonstration, exhibition, meeting, concert or tournament, whether public or private, shall be given in any park, trail or multi-use open space without having obtained written permission from the City. This section does not prohibit free expression activities, such as noncommercial demonstrations, protests, or assembly for noncommercial purposes.

SECTION 10: **ADOPTION** “12-2-10 Personal Profit Or Financial Gain” of the Kaysville City Code is hereby *added* as follows:

ADOPTION

12-2-10 Personal Profit Or Financial Gain(*Added*)

Reservations for park areas or multi-use open spaces or facilities shall not be granted for personal profit or financial gain without written permission from the City.

SECTION 11: **ADOPTION** “12-2-11 Signs And Advertising” of the Kaysville City Code is hereby *added* as follows:

ADOPTION

12-2-11 Signs And Advertising(*Added*)

No person shall, without written permission of the Parks and Recreation Director or designee, erect, paint, paste or otherwise affix or distribute any signs, advertisements or circulars on parks, trails or multi-use open space.

SECTION 12: AMENDMENT “12-3-1 Definitions” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

12-3-1 Definitions

In this chapter, the following words or phrases shall have the following meanings unless the context otherwise clearly indicates:

Block - The term "Block" shall mean a land area of one or more lots.

Cemetery - The term "Cemetery" shall mean any Cemetery owned or maintained by the City for the purpose of receiving the remains of deceased humans for earth interments.

Cemetery Office - The term "Cemetery Office" shall mean the main office maintained at the 425 East Crestwood Road ~~Kaysville City Municipal Center, 23 East Center Street~~, Kaysville, Utah.

Certificate or Deed - The term "Certificate" or "Deed" referred to herein shall mean Burial Right Certificate.

Certificate Holder - The term "Certificate Holder" is intended to mean and shall be construed to mean owner or purchaser of burial rights and privileges, or the collateral right of use of any burial plot, evidenced by a Burial Right Certificate or by proved and recognized descent or devise from the original owner.

City - The term "City" shall mean Kaysville City, Utah, whether or not so designated.

Council or City Council - The terms "Council" or "City Council" shall mean the City Council of Kaysville City, Utah.

Human Remains - The term "Human Remains" shall be construed to mean any portion relating to that of a deceased human being.

Lot - The term "Lot" shall apply to numbered divisions as shown on the record plat which consists of two or more plots.

Lot Marker - The term "Lot Marker" refers to the cement blocks approximately six (6) inches by six (6) inches by twelve (12) inches used by the Cemetery and located in the northeast corner of the lot or plot.

Marker - The term "Marker" means a headstone flush with the surface of the ground made of granite, marble, or metal substances.

Monument - The term "Monument" shall include a tombstone or headstone of granite, marble, or metal substances which shall extend above the surface of the ground at least twelve inches (12") in height or higher, but not exceeding three feet (36") ~~four and a half feet (4 1/2")~~ in height ~~in plats A, B, C, D and thirty-six inches (36") in height in plats E, F, G, and H.~~

Perpetual Care - The term "Perpetual Care" shall refer to the maintenance care that the City agrees to give and shall consist of care of the Cemetery generally, but shall not include repairing or replacing marker or monument structures of any nature, except when the need for repair or replacement is directly caused by the City.

Person - The term "Person" shall mean individual, group, partnership, firm, corporation or association.

Plat - The term "Plat" shall mean a land area or lawn designated by a letter in the alphabet (namely A, B, C, D, ~~and E, F, G, H, and I~~) that is bordered by roadways and is one or more blocks.

Plot - The term "Plot" shall apply to a space of sufficient size to accommodate one adult interment approximately forty (40) inches by ninety-six (96) inches or one infant interment approximately twenty-eight (28) inches by fifty-two (52) inches.

Resident - The term "Resident" shall be defined as follows:

- a. Any person who was domiciled within the corporate limits of Kaysville City, Utah, at the time of death, regardless of the actual place of death.
- b. Any person owning real property within the corporate limits of Kaysville City, Utah, at the time of death, regardless of the residence or domicile of such person.
- c. ~~Any person who was a legal resident of Kaysville City, Utah, at the time of death, regardless of domicile.~~
- d. Any person who was formerly domiciled within the corporate limits of Kaysville City, Utah, immediately prior to moving from the City for the purpose of becoming domiciled in any facility for the purpose of receiving medical or residential care.
- e. After November 11, 2011, any married person who owns the right to bury in two adjacent spaces and buries his or her spouse in one of those spaces while both are Residents, regardless of his or her domicile at the time of his or her death.

Responsible Party - The term "Responsible Party" shall refer to any person selected by the family of the deceased to act in its behalf and can include the heir apparent, religious leader, mortician, funeral director, or any other person the family selects in choosing graves, making available information on the deceased party, and taking full liability for the family obligations concerning the services performed on the Cemetery's property.

Sexton - The term "Sexton" shall mean the appointed keeper of the Cemetery whose duties are described herein.

Words - Single words shall include the plural, and masculine words shall include the feminine

and neuter.

SECTION 13: **AMENDMENT** “12-3-3 Cemetery Sexton” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

12-3-3 Cemetery Sexton

The position of Cemetery Sexton is hereby created. The Parks and Recreation Director ~~Superintendent~~ shall be ex officio Cemetery Sexton. The Director may designate a Cemetery Sexton.

SECTION 14: **AMENDMENT** “12-3-4 Duties Of Cemetery Sexton” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

12-3-4 Duties Of Cemetery Sexton

1. It shall be the duty of the Cemetery Sexton, ~~or the designee,~~ to supervise, manage, operate, maintain and improve the Cemetery in accordance with the provisions of the City ordinances and the rules and regulations adopted by the City Council.
2. It shall be the duty of the Sexton to keep a true and correct plat of the Cemetery showing the location of all burial plots and such other information as the City Council may prescribe and shall keep or have kept such other records regarding the Cemetery as the City Council shall direct.
3. The Sexton shall direct the layout and digging of all graves required for burial therein, to direct all removals, changes and other authorized operations.
4. The Sexton shall take charge of all funeral corteges while in the environs of said Cemetery and regulate all traffic within the Cemetery as deemed necessary.
5. The Sexton shall approve all claims chargeable against the Cemetery before submission of the documentation of claims to the City Manager or his designee.
6. The Sexton may employ such staffing and other resources as shall be necessary to carry out the duties of the Sexton.
7. The Sexton may recommend to the City Manager for approval by the City Council appropriate regulations concerning the care, use, and maintenance of the Cemetery.
8. Any person or firm desiring to perform any work within the Cemetery must first secure the approval and written permission of the Sexton. All settings of vases, markers and monuments and all plantings of trees, shrubs and flowers must be approved by the Sexton before the work is commenced. All work will be performed

by the direction of the Sexton.

9. It shall be the duty of the Sexton to remove floral pieces or displays left on any grave as ~~he~~they deems necessary.

SECTION 15: **AMENDMENT** “12-3-5 Interments” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

12-3-5 Interments

1. Nothing other than human remains shall be interred within the Kaysville City Cemetery, and no cemetery shall be established without the express written permission of the City Council.
2. Before burying human remains in the Cemetery, there shall be procured from the Cemetery Office an Interment Order for the deceased person in such plot, lot, block and plat as may be designated by the responsible party. This Order must be completed and all applicable fees paid in full no less than~~executed~~ forty-eight (48) hours prior to the scheduled funeral service.
3. Under no circumstances will the City assume responsibilities for errors in opening graves when orders are given by telephone or for any mistake occurring from want of precise and proper instructions as to the particular plot, size of grave, and location where interment is desired.
4. Funeral directors must schedule the use of the Cemetery, have the Interment Order signed, and have fees paid in full before arrangements with the family are concluded.
5. No person, except the certificate holder of a lot upon which the interment is to be made, shall use a plot or lot in the Cemetery, without first obtaining written permission from the certificate holder of said lot, or nearest relative of the certificate holder thereof, or legal heirs, which permission shall be filed with the Cemetery Office.
6. No interment of two or more bodies shall be made in one grave except in the case of a parent and child or two infants buried in one casket. Cremation urns shall not be allowed to be interred over existing vaults or caskets without prior approval of the Sexton or ~~his~~ representative.
7. The human remains must be delivered to the Cemetery at or before 2:30 p.m. (November 1 to April 30) and at or before 3:30 p.m. (May 1 to October 31) for interment if the grave is to be closed~~filled in with earth~~ the same day.
8. There shall be no interments on Sundays or any City-observed holiday.~~the legal holidays of New Years Day, Memorial Day, Independence Day, Pioneer Day, Thanksgiving Day, and Christmas Day.~~
9. It shall be unlawful for any remains to be interred in the Cemetery unless the casket or ~~urn~~urn shall be placed in a vault made of reinforced concrete, stone, or metal.
10. No grave will be opened in the Cemetery until the interment fee, burial right fee and other applicable fees, as established from time to time by Resolution of the City

Council, are paid in full to the satisfaction of the Sexton or designee ~~City Recorder~~. The interment fee is solely determined by the residential status of the deceased and not by the person(s) who assumes responsibility for paying for interment. The completion ~~presentation~~ of the Interment Order from the Cemetery Office to the Sexton will be his authority to open or cause to be opened a grave for the burial of the deceased. However, upon a verbal or written contract being entered into between the funeral director ~~mortician~~ and the City wherein the said funeral director ~~mortician~~ agrees to guarantee, be responsible and liable for fees for the opening of a grave, or any other applicable fees related to the interment, and be personally liable for such fees, the Sexton ~~Cemetery Office~~ may give ~~the Sexton~~ authority to open graves. The said funeral director ~~mortician~~ then has thirty (30) days from date of interment to pay in full all outstanding fees related to his guaranteeing of payment.

11. Once a casket containing the human remains is within the confines of the Cemetery, no funeral director nor ~~his embalmer~~, assistant, employee, agent, or any other person, shall be permitted to open the casket or to touch the body without the written consent of the legal representative of the deceased or any order signed by a court of competent jurisdiction.
12. The Sexton, and those employees of the City designated by the Sexton, are the only persons who will be permitted to open graves with the following exceptions:
 - a. When the Cemetery is directed to make a disinterment by order of a court of competent jurisdiction and a certified copy of such order has been filed with the Cemetery Office.
 - b. When the coroner directs the disinterment for the purpose of holding an inquest and has filed with the Cemetery Office ~~their~~ ~~his~~ signed authorization to release the body to ~~themselves~~ ~~himself~~ and ~~thier~~ ~~his~~ lawful agents. In such case, the disinterment must be made by the coroner or ~~his~~ lawful agents. City employees will not be permitted to assist the coroner or ~~his~~ agents.
13. The City will not be liable for the identity of the person to be interred.
14. The City Council, with the advice of the Sexton, may designate a portion of the Cemetery for the burial of indigents. A burial of an indigent in the Cemetery must be approved and administered by current policy as set forth by Davis County in conjunction with local funeral directors ~~morticians~~ prior to interment.
15. Burial Right Certificate holders shall not allow interments in their plots or lots in return for remuneration of any kind.
16. Persons responsible for the deceased will have full liability for the remains of the deceased when it enters the grounds of the Cemetery and will have complete charge of those remains and will cause the deceased to be lowered into the grave site. After this has been accomplished, the Sexton or ~~their~~ ~~his~~ representative will take charge of the remains and will proceed thenceforth with the closing of the grave.
17. The Sexton or ~~their~~ ~~his~~ representative has the perpetual right of ingress and egress over any part of the Cemetery burial plat areas and shall use reasonable care in protecting all existing turf, markers, monuments, grave flowers, grave decorations, trees or existing shrubbery in order to cause the opening and closing of graves with the required vehicles, equipment, tools and personnel.
18. Saturday services will be charged an additional fee as set forth by resolution of the

City Council in addition to the standard interment fee.

19. Plat D, Section 5, of the Cemetery is designated for the burial of infants and urns and such burials are subject to the following regulations:

- a. All burials therein must be in concrete vaults as required elsewhere in the Cemetery.
- b. All grave markers therein must not extend above the level of the ground.
- c. In the event of disinterment, the right to burial reverts to the City and the value will be applied to re-interment, if in the Kaysville City Cemetery.

SECTION 16: **AMENDMENT** “12-3-6 Disinterments” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

12-3-6 Disinterments

1. No person shall disinter any human remains in the Cemetery, except under the direction of the Sexton. All disinterments shall comply with applicable State law.
2. The Order for Disinterment shall include the name of the deceased, when and where born, when and where the place of death occurred, together with the name of parents and spouse, also the date of burial, as well as the name of the cemetery, with the initial letter of the plat, as well as the number of block, lot and burial plot number, and the place of destination if disinterred and transferred beyond the environs of the Cemetery.
3. If the disinterment is to be transported outside the environs of the Cemetery, the Cemetery Office shall require a written Order For Disinterment together with a Burial Transit Permit from the Davis County Department of Health to be executed by the certificate holder or ~~their~~^{his} heirs authorizing such removal at least one (1) week prior to the day of the disinterment.
4. The City assumes no responsibility whatsoever for the condition of any casket or vault involved in any removal.
5. It shall be unlawful for any person to remove the body of a person who has died of a contagious disease within two (2) years from the date of burial unless the body has been buried in a hermetically sealed coffin, or vault, and is found to be so encased at the time of removal.
6. Fees for disinterments will be charged according to the work involved, with a base fee established by the City Council.
7. The Cemetery reserves, and shall have the right to correct any errors that may be made by it either in making interments, disinterments or removals, or the description, transfer or conveyance of any interment property, either by cancelling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the Cemetery office, or, in the sole discretion of the Cemetery office, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the disinterment of the

remains of any person in such property, the Cemetery reserves, and shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

8. In the event of disinterment, the right to burial of said plot(s) reverts to the City and the value at time of purchase will be applied to re-interment, if in the Kaysville City Cemetery.

SECTION 17: AMENDMENT “12-3-7 Sale Of Burial Rights” of the
Kaysville City Code is hereby *amended* as follows:

AMENDMENT

12-3-7 Sale Of Burial Rights

1. The ~~Cemetery Sexton~~Cemetery Office~~City Recorder~~, and such other persons as the ~~Sexton~~Cemetery Office~~City Recorder~~ may designate, are hereby authorized to sell the use of burial spaces in the Cemetery for interment purposes only and to collect all sums arising from such sale. The ~~Sexton~~Cemetery Office~~City Recorder~~ shall not sell the use of more than two (2) burial spaces to persons of the same household unless there is immediate need for use of more.
~~Residents of Kaysville City may purchase burial rights pre-need.~~
~~Residents~~Nonresidents of Kaysville City may purchase burial rights only at-need. The ~~Sexton~~Cemetery Office~~City Recorder~~ shall keep a complete record of all sales, which record shall describe the location of the burial spaces purchased and the price paid therefor. The purchaser shall receive a receipt describing each right of use so purchased, together with the amount paid and the balance, if any. The ~~Cemetery Sexton~~Cemetery Office~~City Recorder~~ shall retain a duplicate copy in the Cemetery receipt book.
2. The City Council may establish by resolution the burial right fee for all Cemetery spaces or parts thereof. Payments made pursuant to this Section shall not be construed to be payment for any Cemetery services.
3. It shall be unlawful for any person to bury the remains of a deceased person in the Cemetery without first paying in advance, and before the opening of the space to be occupied, the full cost for use of said space.
4. Burial rights to any space shall not be sold, transferred, conveyed, or assigned by the purchaser or certificate holder except to the City or to direct heirs. A resident may transfer burial rights to a nonresident heir if the purchase of that right is accomplished prior to the time of death, and the burial right certificate is in their possession.
5. Whenever spaces are transferred, or revert to the City, or become vested in the municipality for any reason, the original Certificate shall be cancelled, and the record shall be so changed before new Certificates are issued. A transfer fee as set forth from time to time by resolution of the City Council shall be paid to the Cemetery Office~~City Recorder~~ for such transaction.
6. In the event the Sexton or any party desires to exchange one space inside the Cemetery for another space they may do so by informing the Cemetery Office~~City Recorder~~

~~Recorder~~ of their desire and paying for the Certificate Transfer Fee.

7. The right to enlarge, reduce, re-plat or change the boundaries or grading of the Cemetery or a section or sections, from time to time, including the right to modify or change the locations of or remove or regrade roads, drives, or walks, or any part thereof is hereby reserved. The right to lay, maintain, operate, alter or change pipelines for sprinkling systems, drainage, etcetera, is also expressly reserved, as well as is the right to use Cemetery property not sold to individual burial right owners or plots reclaimed for Cemetery purposes, including interment of the dead, or for anything necessary, incidental or convenient thereto.

SECTION 18: **AMENDMENT** “12-3-11 Monuments And Markers” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

12-3-11 Monuments And Markers

1. The certificate holders for spaces or relatives of the deceased person(s) buried in the Cemetery may not install or remove, or cause the installation or removal, of any type of marker or monument on any grave space(s) without first obtaining the approval of the Sexton.
2. Grave markers shall either be flush with the ground or between twelve inches (12") and ~~three feet (36")~~ four and a half feet (4 1/2') in height. ~~in plats A, B, C, and D.~~
3. Grave markers shall have and be set in a finished, grass-level cement base or apron (commonly known as a mow strip) extending outward from the outer perimeters of the stone or metal grave markers for at least ~~six~~ four inches (~~64"~~), so that the lawn may be cut conveniently without contact to the headstone or marker.
4. The combined length (extending north/south) of the mow strip and grave marker shall not be longer than the width of the burial plot(s) the rights to which are owned by the monument owner.
5. The combined width (extending east/west) of the mow strip and grave marker shall not exceed thirty-two (32") of the burial plot (s) owned by the monument owner.
6. The inscription with the name(s) of the deceased on all grave markers in the Cemetery shall be so inscribed on the stone or metal marker facing west so that a person may be able to read it when facing the east.
7. The installation of all grave markers or monuments will be under the supervision of the ~~Cemetery~~ Sexton. A notice to the Cemetery Office by the monument company or responsible party must be made at least twenty-four (24) hours prior to the installation.
8. All grave markers and monuments shall be set with the outside west edge of the burial space on the marker placement line as established by the Sexton or the designee.
9. Failure to comply with the above regulations for grave markers and monuments will justify the City in refusing the placement of said markers or monuments. Any and all costs involved with altering said markers in order to comply with the above regulations

will be borne by those having ordered said markers.

10. All headstones being placed in the area designated as Plat D, Section 5 and Plat E, Section 5, Plat G Lots 114, 121, 128, 135, 142, 149, 156, 163, 170, 177, 184, 191, 198, 205, 212, and 219, Plat I shall be restricted to markers that do not extend above the level of the ground.
11. Before any marker or monument may be placed on any plot(s), the full purchase price for use of said plot(s) must be paid in full whether or not the plot(s) are occupied with human remains.
12. When the need arises to move from its location either a marker or monument in order to inter human remains, a fee will be assessed on the Interment Order in addition to the interment fees. This fee will be governed and set forth by the City Council and may change from time to time as the City Council may deem necessary. The monies collected will be designated part of the operating budget of the Cemetery.
13. ~~A family monument will be allowed to be installed in Plats D and E only if the certificate holder has burial rights to the entire lot(s).~~
14. When an adult burial plot is divided, the east half shall be restricted to markers that do not extend above the level of the ground.
15. All monuments and markers installed ~~in Plats F, G, H or I~~ shall comply with the following:
 - a. Maximum headstone dimensions for flat markers: 32" width for a single stone (including 6" mowstrips) 40" length for a single stone (including 6" mowstrips) 32" width for a double stone (including 6" mowstrips) 80" length for a double stone (including 6" ~~14~~ mowstrips).
 - b. Maximum headstone dimensions for upright monuments: 32" width for a single stone (including 6" mowstrips) 40" length for a single stone (including 6" mowstrips) No less than 12" nor more than 36" height for a single stone 32" width for a double stone (including 6" mowstrips) 80" length for a double stone (including 6" mowstrips) No less than 12" nor more than 36" height for a double stone.
 - c. All monuments and markers shall have no less than six inch (6") concrete or stone mowstrips around the perimeter (meaning all sides) of the headstone. Mowstrips must be solid and contiguous in an unbroken sequence.
 - d. All monuments and markers shall be inspected for compliance on the date the headstone is to be installed and a permit issued before installation is permitted in the Cemetery. The installer shall notify the City twenty-four hours prior to installation and schedule the time for inspection, payment of the fee and issuing the permit at 425 East Crestwood Road~~23 East Center Street~~, Kaysville. Permits will only be issued on Monday through Friday, except for holidays, between 8:30 a.m. and 2:30 p.m. If the headstone does not comply in any way, it will not be permitted and the City will not bear any cost to make it comply.
 - e. The City Council may establish by resolution, from time to time, the installation permit fee and the fine for installing a headstone without first obtaining the required permit.
 - f. Headstone setting is at the discretion of the Sexton or designee during

inclement weather.

16. The Cemetery and City accept no responsibility for loss or damage to any monument or marker unless such loss or damage is a direct result of negligence on the part of the City.

SECTION 19: **AMENDMENT** “12-3-12 Decoration Of Graves” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

12-3-12 Decoration Of Graves

1. Fresh cut flowers are permitted any time if placed in a permanent vase located either on the monument (upright headstone) or in the mow strip (the cement or granite border) and may be removed and discarded without notice when they become unsightly at the discretion of the Sexton.
2. Artificial flowers, ~~(-dried, plastic, or silk)~~ and decorations, including but not limited to balloons, craft items, figurines, flags, pinwheels, potted live plants, shepherd hooks and solar lights are not permitted during the mowing season which is from April 1 to the ~~fourth~~second Monday in November, with the following exceptions:
 - a. ~~On~~ Easter, Mother's Day, Memorial Day, Father's Day, Independence Day, Pioneer Day and Halloween.
 - b. Artificial flowers in a permanent fixture on the raised portion of a monument (upright headstone).
3. Funeral flowers, floral pieces, and decorations may be removed and discarded without notice when they become unsightly at the discretion of the Sexton.
4. During the mowing season, any item(s) placed on the mow strip, or on the lawn, may be removed and discarded without notice.
5. ~~Christmas decorations may be removed and discarded the first Monday in April of the following year.~~ All ~~other~~ holiday decorations may be removed and discarded without notice seven (7) days after the holiday.
6. A general cleanup may be done ~~annually~~ on:
 - a. The first Monday and Tuesday of each month, with the exception of December-in-April.
 - b. The Monday following Memorial Day (all flowers and grave decorations may be removed and discarded).
 - c. ~~The second Monday in November.~~
7. The cemetery claims no responsibility or liability, nor will accept any claims against it, for loss or destruction of personal property left in the cemetery, and disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, explosions, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein

provided.

SECTION 20: **AMENDMENT** “12-3-14 Traffic And Safety Regulations” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

12-3-14 Traffic And Safety Regulations

1. It shall be unlawful for any person to drive at a speed greater than fifteen (15) miles per hour in the Cemetery.
2. It shall be unlawful to drive or park any vehicle over or across any lawn area or lot within the confines of the Cemetery.
3. Only vehicles and equipment that have been approved by the Sexton, or ~~their~~^{his} representative, may traverse any lawn area.
4. Because Cemetery ground is devoted to interment and repose of the dead, strict observance of decorum due such a place shall be required of all persons.
5. It is of the utmost importance that there should be strict observance of the proprieties in the Cemetery. Hence, all persons within the Cemetery should avoid conduct unbecoming a sacred place.
 - a. No loud, boisterous or turbulent noise of any kind which is deemed undesirable or interferes with the decorum of the Cemetery, or which is marked by intensity or volume of sound, will be permitted within the environs of the Cemetery.
 - b. No alcoholic beverages of any kind will be permitted within the environs of the Cemetery.
 - c. No idling or loafing on the grounds or in any of the buildings will be permitted within the environs of the Cemetery.
 - d. Peddling or soliciting the sale of any commodity within the Cemetery will not be permitted.
 - e. Placing of signs or notices of advertisements of any kind within the Cemetery will not be permitted.
 - f. Bringing firearms into the Cemetery, except by a military escort accompanying a Veteran's funeral or attending memorial services, will not be permitted within the environs of the Cemetery.
 - g. Electronic gaming that interferes with the sacred nature of Cemetery burials and those grieving will not be permitted.

6.

SECTION 21: **AMENDMENT** “12-3-17 Erecting Of Fences, Or Copings, Or Planting Of Trees, Hedges, Etc., Prohibited” of the Kaysville City Code is hereby *amended* as follows:

A M E N D M E N T

12-3-17 Erecting Of Fences, Or Copings, Or Planting Of Trees, Hedges, Etc., Prohibited

No person(s) shall erect a fence, coping, or corner post, or plant trees, flowers, shrubbery, hedge, or other boundary marker or obstruction upon any burial plot(s) or lot, nor grade the ground thereof. Any such obstructions in the Cemetery shall be removed under the direction of the Sexton. Nothing in this Section shall prohibit the planting and maintaining of trees, shrubs, flowers, bushes, fences and other installations by the Sexton in ~~their~~^{his} official capacity.

SECTION 22: **AMENDMENT** “12-4-1 City Forester” of the Kaysville City Code is hereby *amended* as follows:

A M E N D M E N T

12-4-1 City Forester

There is hereby created the position of City Forester. The Parks ~~and Recreation~~^{Director}~~Superintendent shall be the~~ ^{may designate a} City Forester. The City Forester shall be responsible for administering the provisions of this Chapter and the policies and recommendations of the City Council. The City Forester shall have jurisdiction and supervision of all trees and plants planted or growing in public streets or places within the City to insure safety or to preserve the beauty of such public places. It shall be ~~their~~^{his} duty to have trees and other plants in public streets and on public property planted, trimmed, sprayed, preserved, and removed.

SECTION 23: **REPEALER CLAUSE** If any provisions of the City's Code previously adopted are inconsistent herewith they are hereby repealed

SECTION 24: **SEVERABILITY CLAUSE** If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION 25: **EFFECTIVE DATE** This ordinance being necessary for the peace, health and safety of the City, shall become effective immediately upon posting.

PASSED AND ADOPTED BY THE KAYSVILLE CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Council Member Adams	_____	_____	_____	_____
Council Member Blackham	_____	_____	_____	_____
Council Member Hunt	_____	_____	_____	_____
Council Member Jackson	_____	_____	_____	_____
Council Member Oaks	_____	_____	_____	_____

Presiding Officer

Attest

Tamara Tran, Mayor, Kaysville City

Annemarie Plaizier, City Recorder,
Kaysville City

CITY COUNCIL STAFF REPORT



MEETING DATE: February 20, 2025

TYPE OF ITEM: Work Items

PRESENTED BY: Cole Stephens

SUBJECT/AGENDA TITLE: An Ordinance amending Section 12-2-2, "Vehicles," of Chapter 12-2, "Parks and Public Property," in the Kaysville City Code

EXECUTIVE SUMMARY:

Following the February 6 City Council work item. Title 12-2-2 Motor Vehicles is back for review and comments. In addition, 12-2-12 has been proposed to address some of the concerns from the previous work items in respect to motorized bicycles, scooters, etc.

Staff would like input from the Council on these proposed amendments.

City Council Options:

1) Move to Action, 2) Table

Staff Recommendation:

Move to Action

Fiscal Impact:

N/A

ATTACHMENTS:

1. Proposed Amendments to 12-2-2 and Enacting 12-2-12

Chapter 2 Parks And Public Property

Amend

12-2-2

~~It shall be unlawful to drive or park any vehicle over or across any park or public property except on the streets or parking lots provided therefore or as approved by the Director. Only vehicles or equipment approved by the Director shall traverse any lawn area.~~

MOTOR VEHICLES:

A. Motor Vehicles Specified: For purposes of this section, motor vehicles include, but are not limited to, automobiles, trucks, off-road vehicles, golf carts, motorcycles, motorbikes, and snowmobiles.

B. Locations: No motor vehicles may be driven at any place within a city park, other than in those areas specifically designated and posted as allowing such vehicles. This shall not apply, however, to motorized or self-propelled equipment or emergency vehicles used within the park by officers or employees of the city in the performance of their official duties.

C. Snowmobiles And Off-Highway Vehicles: It shall be unlawful to operate or drive any snowmobile or other off-highway vehicle within any area of any city park at any time.

D. Speed: It shall be unlawful to operate or drive any motor vehicle within any city park at a speed in excess of that speed posted on the particular road, trail or pathway within the park. In the absence of a posted speed limit, no motor vehicle may be operated within any city park at a speed in excess of ten (10) miles per hour.

E. Manner Of Operation: No motor vehicles shall be operated in a careless or reckless manner to such an extent that it will endanger the peace, health and safety of any other person or animal within the property.

F. Parking. There shall be no parking at any time except in areas designated for such purposes. Abandoned vehicles shall be towed at owner's expense. No one shall test or repair any vehicle or mechanical device in any park, trail or multi-use open space.

Adoption

12-2-12

BICYCLES AND SKATEBOARDS:

Except as otherwise posted, self-propelled or motorized vehicles such as bicycles, skateboards, roller skates, rollerblades, scooters, or motorized wheelchairs, and similar types of vehicles may be used within public parks or trails. No self-propelled or motorized vehicles or motorized wheelchairs shall be operated in a careless or reckless manner to such an extent that it will endanger the peace, health and safety of any other person within the city park area and trails or in any way that will damage the facilities, plants or property within the park.



Kaysville City Redevelopment Agency
Kaysville City Center Reinvestment Area
Project Area Plan
November 19, 2024



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KAYSVILLE CITY CENTER | CRA PROJECT AREA PLAN

I. INTRODUCTION

The Kaysville City Redevelopment Agency (“Agency”), following thorough consideration of the needs and desires of the City and its residents, as well as the need and capacity for redevelopment and new development, has carefully crafted this Kaysville City Center Community Reinvestment Project Area Plan (“Plan”).

In accordance with the terms of this Plan, the Agency will promote and provide for a variety of land uses, public improvements, infrastructure, redevelopment, and new development in an area focused in and around the historic downtown Kaysville, Main Street and 200 North. The Project Area includes approximately 261.5 acres (not including roads), with much of the study area currently developed with commercial uses. Only 40.4 acres (15.5%) of the proposed project area remain undeveloped.

On August 18, 2022, Kaysville City Council adopted the 2022 General Plan: The Next Chapter for Utah’s Hometown. The process was a comprehensive update and included a scientific survey of the community’s



Enrich our city center and downtown

We will enhance our city center with commercial and mixed-use development and investing in streetscape and parking.

A Guiding Principle of the 2022 General Plan is dedicated to Kaysville's City Center.

development preferences. In accordance with the adopted 2022 General Plan, the proposed Community Reinvestment Area (CRA) is intended to help carry out the vision as expressed by community members. An excerpt from the 2022 General Plan states:

“The future city center will be a place that builds upon its history, while introducing new ideas and places to create a diverse and people-centric downtown center. The plan looks to enhance the city center with commercial and mixed-use development and invest in streetscape and parking. It will also focus on becoming a pedestrian-friendly district and a place for the community to gather for events and activities.”

The 2022 General Plan includes five objectives, one which is specifically centered on the downtown, or the city center. The objective states we will look to: Enrich our city center and downtown - We will enhance our city center with commercial and mixed-use development and investing in streetscape and parking.

In addition, the following 2022 General Plan Goals and Objectives support the creation of the Kaysville City Center Community Reinvestment Area and portrays the public’s interest in enriching the city center and downtown.

Chapter 1: Land Use & Placemaking Plan

- Objective 1.2: Preserve Historic Main Street as the heart of the community.
- Goal 2: Make Kaysville City Center Distinct and Identifiable from Adjacent Neighborhoods and Surrounding Cities.
- Objective 2.1: Improve commercial Frontage and streetscapes along key corridors such as Main Street and 200 North.
- Objective 2.2: Create a distinct city center and expand the “heart of the community” to include areas beyond the historic core.
- Objective 2.4: Create Places for the community to gather and events to draw users and visitors.
- Objective 9.1: Focus primary commercial uses in the City Center and secondary uses in smaller existing/future nodes.
- Objective 10.1: Encourage the development of a small commercial/civic Town Center near City Hall.



A bird's eye view looking north on Main Street from approximately 200 South.

Chapter 2: Transportation & Connectivity

- Objective 3.2: Use street design to shape neighborhood character.
- Goal 4: Improve access, walkability, and sense of place on Historic Main Street.
- Objective 4.2: Slow traffic.
- Objective 4.3: Develop shared parking solutions to support Main Street businesses and walkability.
- Objective 4.4: Improve Walkability.
- Objective 4.5: Improve cross and parallel streets to support needs of Main Street.
- Goal 5: Create Kaysville City Center to Increase Sustainable Transportation Choices.
- Objective 5.1: Create a new and enhanced person-focused network.
- Objective 5.3: Re-envision major corridors running through the area.

Chapter 5: Economic Development & Prosperity

- Goal 1: Promote Kaysville City Center Redevelopment to Strengthen Commercial Areas.
- Objective 1.2: Focus on small scale and local services to meet public requests and provide local growth.

- Goal 2: Utilize the wide variety of tools and incentives available to help achieve economic development goals.
- Objective 2.1: Establish redevelopment areas to fund infrastructure and future developments.
- Goal 3: Allow for Mixed Use Development in Identified Areas to Generate more Rooftops and Prevent Sales Leakage

In addition to these guidelines, goals and objectives, the City intends to further foster the following growth, development and redevelopment patterns in the Kaysville City Center CRA by:

- Promoting development that is high quality, diversified and adaptable to changing conditions
- Creating mixed-use areas where residents can enjoy a live/work lifestyle in addition to lively destinations
- Encouraging businesses and industries to locate and invest within the City in appropriate locations
- Implementing specific streetscape and mobility improvements to enhance pedestrian and transit centered transportation
- Creating districts and a places for residents to gather for community events and activities
- Refurbishing or replacing deteriorating structures so that land is used to its long-term potential

Through the aforementioned planning efforts, Kaysville City recognizes the impact new growth may have on quality of life characteristics. Current population projects Kaysville's population to reach 40,000-45,000 residents by 2030. According to the "Kaysville Main Street Vision," this growth will provide a benefit to the community by adding tax revenue. In addition, the increased population will provide new life to the downtown and increase visitors to Historic Main Street.

Kaysville's Historic Main Street started with mainly general merchandise stores from the mid-1860's until the Great Depression. Most buildings along Main Street are fairly old in terms of original construction date, and some buildings show signs of decline. The "Kaysville Main Street Vision" includes ideas that will transform Historic Main Street to be more walkable and embody Kaysville's identity and character to a higher degree.

In aggregate with the recent adoption of the 2022 General Plan, the City has made other giant strides to strengthen this request and support redevelopment in the downtown and city center area. Those efforts include:

- In fall of 2021, the City adopted its first mixed-use zoning ordinance which will help to facilitate a vibrant and active downtown and city center area. The ordinance was amended in 2023 to create additional opportunities for mixed-use development.
- In July of 2022, the City Council adopted a preferred alternative for the reconstruction of Main Street between 200 North and approximately 100 South. The City developed the preferred alternative after working closely with UDOT, Main Street businesses and property owners.
- In May of 2023, the City Council entered into an Exclusive Negotiation Agreement with Alchemy Development for redevelopment of the Old Library on the municipal block. The intention is to save the historic building and repurpose it for a food hall.
- In August of 2023, in efforts to assist with mixed-use projects and destination oriented development within the bulk of the City Center area, the City Council adopted an ordinance which prohibits uses which are singularly focused on vehicles.
- In April of 2024, the City was awarded a \$140,000 grant from Wasatch Front Regional Council for Transportation and Land Use Connection funds for a small area plan for the Kaysville City Center concept.
- Based on stakeholder feedback, the City conducted a circulation and parking analysis of the historic Main Street. In September of 2024, the City conducted a project to restripe Center Street east of Main Street and add additional on-street parking to downtown area.

These projects have been intentionally completed prior to bringing the Kaysville City Center CRA to taxing entities so Kaysville City and the Agency could adequately show our commitment to the project.

It is the purpose of this Plan to clearly set forth the aims and objectives of this proposed CRA, its scope, its mechanism, and its value to the residents, businesses and property owners of the City and County. The Project is undertaken as a community reinvestment project pursuant to the provisions of the Act.

II. RECITALS OF PRECONDITIONS FOR DESIGNATING A COMMUNITY DEVELOPMENT PROJECT AREA

- A. Pursuant to the provisions of §17C-5-103 et seq. of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, the governing body of the Redevelopment Agency of Kaysville City authorized the preparation of a draft community reinvestment Project Area plan; and
- B. Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and
- C. Pursuant to the provisions of §17C-5-104(3)(e) of the Act, the Agency has conducted one or more public hearings for the purpose of informing the public about the proposed

Project Area, allowing public comment on the draft Project Area Plan and whether the Plan should be revised, approved or rejected; and

- D. Pursuant to the provisions of §17C-5-104(3)(b) and (d) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the Plan hearing and will hold a public hearing on the draft Plan on **January 2, 2025**.

III. DEFINITIONS

As used in this Community Development Project Area Plan:

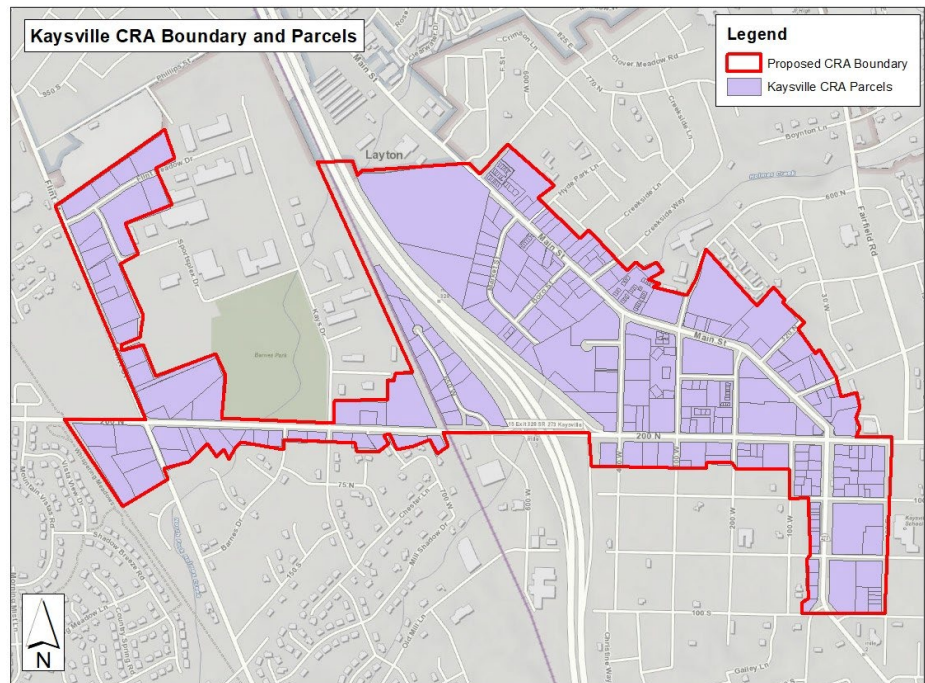
- A. The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.
- B. The term "**Agency**" shall mean the Kaysville City Redevelopment Agency, a separate body corporate and politic.
- C. The term "**base taxable value**" shall mean the base taxable value of the property within the Project Area from which tax increment will be collected, as shown upon the assessment roll last equalized, before: (A) the date the Project Area Plan is adopted by the City legislative body; and (B) the date the Agency adopts the first Project Area Budget.
- D. The term "**City**" shall mean Kaysville City, Utah.
- E. The term "**community**" shall mean the community of Kaysville City, Utah.
- F. The term "**community reinvestment**" shall mean development activities within the community, including the encouragement, promotion, or provision of development.
- G. The term "**developer**" shall mean the entities potentially investing in the development in the area.
- H. The term "**Plan Hearing**" means the public hearing on the draft Project Area Plan required under Subsection 17C-5-104 of the Act.
- I. The term "**planning commission**" shall mean the planning commission of the City.
- J. The term "**Project Area**" or "**Kaysville City Center Community Reinvestment Project Area**" shall mean the geographic area described in this Project Area Plan or Draft Project Area Plan where the community reinvestment set forth in this Project Area Plan or Draft Project Area Plan takes place or is proposed to take place.
- K. The term "**Project Area Budget**" shall mean a budget setting forth:
 - 1. The anticipated costs, including administrative costs, of implementing the Kaysville City Center Community Reinvestment Project Area Plan; and
 - 2. The tax increment, sales tax, and other revenue the Agency anticipates to fund the project.
- L. The term "**Project Area Map**" is the area depicted in Appendix A.

- M. The term **"Project Area Plan"** or **"Plan"** shall mean a Project Area plan adopted pursuant to the Act to guide and control community reinvestment activity within the Project Area.
- N. The term **"Kaysville City Center Community Reinvestment Project Area Plan"** or **"Plan"** shall mean a Project Area plan and Project Area map adopted pursuant to the Act to guide and control community reinvestment activities within a Project Area.
- O. The terms **"tax," "taxes," "property tax" or "property taxes"** include privilege tax and each levy on an ad valorem basis on tangible or intangible personal or real property.
- P. The term **"taxing entity"** shall mean a public entity that levies a tax on property within the Project Area.
- Q. The term **"Tax Increment"** shall mean the difference between the amount of property tax revenues generated each tax year by all Taxing Entities from the area designated in the Project Area Plan from which Tax Increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be or were generated from that same area using the Base Taxable Value of the property.
- R. **All other terms** shall have the same meaning set forth in the Act unless the context clearly indicates otherwise.

IV. PROJECT AREA BOUNDARIES [17C-5-105(1)]

The Project Area consists of 261.5 acres located along Main Street, starting at approximately Mutton Hollow Road and continuing south to about 100 South. The Project area also covers the frontage area along 200 North starting near Main Street and continuing west under Interstate-15. The northwestern boundary follows Flint Street north until about Flint Meadow Drive. The Project area also includes the area directly southwest of the intersection of 200 North and Flint Street.

The Project Area boundaries and a Project Area map are included in Appendix A, with a legal description of the parcels in the Project Area included in Appendix B.



V. GENERAL STATEMENT OF LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING INTENSITIES AND HOW THEY WILL BE AFFECTED BY THE PROJECT AREA DEVELOPMENT [17C-5-105(2)]

A. LAND USES IN THE PROJECT AREA

The existing land uses in the Project Area include primarily developed land (84.5%), with light industrial, commercial and residential dispersed throughout. Uses range from typical retail strip malls to flex warehouse, medical offices, vacant commercial and ranging densities of residential.

TABLE 1: LAND USE IN PROJECT AREA

Land Use	Acres	Percent of All Acres
Commercial	173.1	66.2%
Residential	48	18.35%
Vacant Land	40.4	15.45%
TOTAL	261.5	100%

Source: Davis County Assessor's Database, ZPFI

Land uses will be affected as currently vacant or underutilized land is developed in accordance with this Plan. The 40 acres of vacant land is planned for General Commercial or Mixed Use zoning. Redevelopment and development will change existing vacant land to commercial and mixed use projects. Other existing uses may experience use type changes as valuations and opportunities for redevelopment influence highest and best use considerations.

B. LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA

The layout of principal streets in the Project Area is shown in Appendix A. Generally, major roads in the Project Area includes portions of 200 North, Main Street, Flint Street and I-15. Impacts to the layout of principal streets from this project area are not anticipated.

C. POPULATION DENSITIES IN THE PROJECT AREA

There are some areas of residential uses within the Project Area, including single-family homes, townhomes, and apartments of varying densities. Some proposed development in the Project Area may increase the number of homes, although specific densities are not known. Redevelopment of existing parcels will result in varied densities. It is estimated that the current population within the project area is 390 individuals, resulting in a total area population density of 1.5 persons per acre.

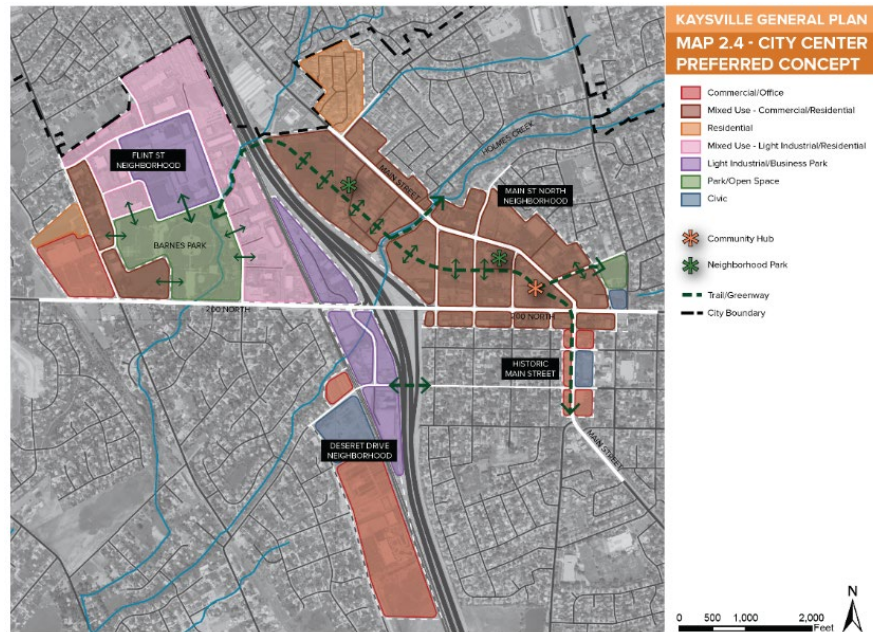
D. BUILDING INTENSITIES IN THE PROJECT AREA

The Project Area currently has a significant amount of commercial space located throughout the downtown. Current proposals for downtown, although still uncertain, suggest the possible addition of mixed-use projects, including more retail and commercial uses with residential to support the commercial uses.

VI. STANDARDS THAT WILL GUIDE THE PROJECT AREA DEVELOPMENT [17C-5-105(3)]

A. GENERAL DESIGN OBJECTIVES

Development within the Project Area will be held to high quality design and construction standards and will be subject to: (1) appropriate elements of the City's General Plan; (2) applicable City building codes and ordinances; (3) Planning Commission review and recommendation; (4) the City's land use code; (5) development agreements that include design guidelines or generally established guidelines; and (6) applicable small area plans.



Owners and developers will be allowed flexibility in the development of land located within the Project Area and are expected to obtain quality design and development. Development contemplated in the area should use materials that are in harmony with adjoining areas and subject to design review and approval by the City. It is envisioned that these design objectives will be codified or included in development agreements with prospective developers specifically addressing these points.

Coordinated, attractive and water wise landscaping will also contribute to the character of the Project Area. Construction materials including design pavers, retaining walls, fences, curbs, benches and other items will be addressed in the design guidelines.

Parking areas will be designed with careful regard to orderly arrangement, topography, relationship to view, ease of access, and as an integral part of the overall area function. Parking,

and potentially shared parking agreements or new parking alignments for portions of the downtown area, will be a key consideration for redevelopment and new development.

All development will be accompanied by site plans, development data, and other appropriate materials clearly describing the development. These plans will also include land coverage, building setbacks, heights, landscaping, open space and any other data required by the City's land use code, development agreement or as requested by the City or the Agency.

The general standards that will guide development are those found in the Kaysville City General Plan. These include:

- Creating a large and varied grouping of uses to sustain civic and economic activity
- Interconnecting sites for pedestrian and vehicular access
- Renovation and preservation of historical landmarks, sites and structures

Additional consideration may be made for the following criteria:

- Strengthening the tax base and economic health of the entire community and the State of Utah.
- Implementing the tax increment financing provisions of the Act, which are incorporated herein by reference and made a part of this Plan.
- Encouraging economic use of new construction, redevelopment, or continued usage of existing properties located within the Project Area.
- Promoting and marketing the Project Area for Project Area development that would be complementary to existing businesses that would enhance the economic base of the City through diversification.
- Providing compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of community activity for the City.
- Removing any impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by adequate public utilities and infrastructure improvements.
- Achieving an environment that reflects an appropriate level of concern for architectural, landscape and design principles, developed through encouragement, guidance, appropriate controls, and financial and professional assistance to owner participants and developers.
- Providing for construction of public streets, utilities, curbs and sidewalks, other public rights-of-way, streetlights, landscaped areas, public parking, water utilities, sewer utilities, storm drainage, open space, and other public improvements.
- Providing public streets and road access to the area to facilitate better traffic circulation and reduce traffic hazards by assisting in the street alignments.

B. TECHNIQUES TO ACHIEVE THE PROJECT AREA DEVELOPMENT PLAN OBJECTIVES

Activities contemplated in carrying out the Plan in the Project Area may include the acquisition and development of properties in the Project Area.

Parcels of real property located in the Project Area may be acquired by purchase, but may not be acquired by condemnation, unless from an Agency board member or officer with their consent [§17C-1-206 (1) and (2)(b)].

C. PROPERTY ACQUISITION, DISPOSITION AND DEVELOPMENT

The objectives of this Plan are to be accomplished by various means including but not limited to the following:

1. ACQUISITION OF REAL PROPERTY

The Agency may acquire, but is not required to acquire, real property located in the Project Area. The Agency may acquire property by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by eminent domain (condemnation) unless from an Agency board member or officer with their consent.

The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, rights of way, etc. by negotiation, gift, devise, exchange, purchase or other lawful method, but not by eminent domain (condemnation) unless from an Agency board member or officer with their consent [§17C-1-206 (1) and (2)(b)].

2. COOPERATION WITH THE COMMUNITY AND PUBLIC ENTITIES

The community and certain public entities are authorized by state law, with or without consideration, to assist and cooperate in the planning, undertaking, construction, or operation of projects within this Project Area. The Agency may seek the aid and cooperation of such public entities in order to accomplish the purposes of Project Area development and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by a public entity without the consent of the public entity. The Agency, however, will seek the cooperation of all public entities that own or intend to acquire property in the Project Area. To the extent allowed by law, the Agency shall impose on all public entities owning real property in the Project Area the planning and design controls contained in this Plan to the end that uses and any future development by public entities will conform to the requirements of this Plan.

3. PROPERTY MANAGEMENT

During such time that property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for Project Area development.

4. PROPERTY DISPOSITION AND DEVELOPMENT

The Agency is also authorized, by lawful means, to provide for and promote Project Area development of the Project Area as described below.

While there are currently a significant number of buildings or structures in the Project Area and it is relatively unlikely that there will ever be a need to demolish and clear a notable number of buildings or structures in the Area, the Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area, should such a need occur, to carry out the purposes of this Plan.

The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities, within the Project Area, not prohibited by law which are necessary or desirable to carry out this Plan, as well as publicly-owned improvements and infrastructure outside the Project Area that are of benefit to the Project Area. The Agency is authorized to prepare or cause to be prepared as building sites any real property in the Project Area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area should such a need occur in the future. The Agency is also authorized to advise, encourage, and assist in the rehabilitation of property in the Project Area not owned by the Agency should such a need occur in the future.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public bidding. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan. Real property may be conveyed by the Agency to the City or any other public entity without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is carried out pursuant to this Plan. All purchasers or lessees of property from the Agency shall be made obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

To the maximum possible extent, the objectives of this Plan are to be accomplished through Agency encouragement of, and assistance to, private enterprise in carrying out development activities. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City ordinances, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary or desirable to carry out this Plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or outside the Project Area for itself or for any public entity to the extent that such improvement would be of benefit to the Project Area. During the period of development in the Project Area, the Agency shall require that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development by owners or developers shall be submitted to the City for review and approval. All Project Area development must conform to this Plan and all applicable federal, state, and local laws.

For the purpose of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, and otherwise dispose of personal property.

5. APPROVALS

The City shall approve the design of all development within the Project Area to ensure that development therein is consistent with this Plan. Mixed Use development projects or increment funded projects will need approval from the City Council and/or the Agency.

VII. HOW THE PROJECT AREA DEVELOPMENT WILL FURTHER PURPOSES OF THIS TITLE [17C-5-105(4)]

It is the intent of the Agency, with the assistance and participation of private owners, to facilitate new development or redevelopment within the Project Area that includes the objectives previously stated that are a key part of the Kaysville City 2022 General Plan. The proposed Project Area will additionally provide for the encouragement, promotion, or provision of a walkable historic downtown in the community. Further, the Project will strengthen the tax base of the community, will accomplish community development objectives, and create a well-planned and vibrant downtown core. The Project Area Plan will further the purposes of the Act by accomplishing the following items:

A. ESTABLISHMENT OF NEW BUSINESS

The Project Area includes the potential for notable commercial development which will benefit the State and the City through increased job creation, increased sales tax base, and increased income taxes paid.

B. CREATION OF NEW JOBS

The Project Area includes the potential for new businesses and related jobs. It is anticipated that new jobs will be created as new businesses are attracted to the revitalized downtown and city center areas.

1. **Office** – There are current plans for the addition of 56,000 square feet of office space in the project area. Staff estimates another 54,000 square feet of office could be added to the project area over its 15 year course. Current market conditions indicate one job is created per 200 square feet of office space. If current plans and estimates are realized, the Kaysville City Center CRA could bring more than 550 new office jobs to the Project Area.
2. **Commercial** – Commercial jobs include retail sales and services, restaurants, banks and other similar uses. Current market conditions indicate one job is created for every 150 square feet of commercial space. Conservative estimates for new commercial space within the Project Area include the addition of 45,000 square feet of new commercial space which would create at least 300 new jobs.
3. **Construction** – Temporary construction jobs will also be created within the project area. It is not feasible at this time to estimate how many jobs will be created throughout the 15 year time period.

C. PUBLIC INFRASTRUCTURE IMPROVEMENTS

The construction of the public infrastructure improvements and upgrades necessary to the area will support a variety of development and will provide for future development in surrounding areas. Infrastructure is an important element of economic development and areas that lack good infrastructure are not able to be competitive in attracting good-quality businesses to locate in their community.

The development of the Project Area and the associated public infrastructure improvements will also: (1) make the land within the Project Area more desirable and potentially more accessible to and from other parts of the City; and (2) allow existing infrastructure to be extended and connected to other infrastructure and thereby used more efficiently. Thus, the components of the Project provided in this Plan will encourage,

promote, and provide for community development within the Project Area and the City generally for years to come.

D. PROVISION OF ESSENTIAL SERVICES

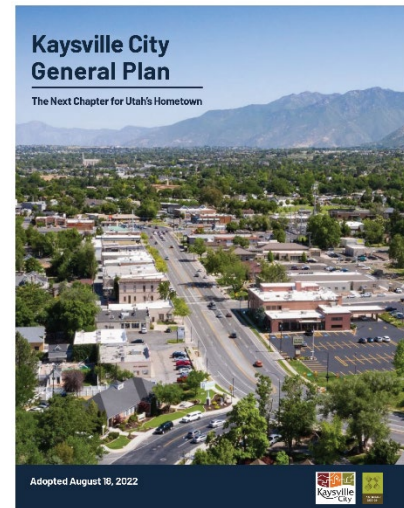
Potential redevelopment or new development will most likely provide essential services to existing and possible new housing units for the Project Area. Commercial development will also likely include office spaces which may offer a variety of medical and dental services as well as professional office uses.

VIII. THE PLAN IS CONSISTENT WITH AND WILL CONFORM TO THE COMMUNITY'S GENERAL PLAN [17C-5-105(5)]

The City Center Project Area Plan is consistent with the City's 2022 General Plan. New development or redevelopment will diversify and strengthen the City by adding updated or new uses to the community.

Further development of this area will provide a strong tax base that will enable the City to expand and provide additional services.

For more details regarding the Kaysville City Center CRA and how the 2022 General Plan supports this request, please refer to Section I: Introduction.



IX. IF APPLICABLE, DESCRIBE HOW THE PROJECT AREA WILL REDUCE OR ELIMINATE DEVELOPMENT IMPEDIMENTS [17C-5-105(6)]

While some portions of the study area may have development impediments (largely due to age), these are relatively minimal and not overly applicable to the Project Area plan.

X. DESCRIPTION OF ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY REINVESTMENT [17C-5-105(7)]

The Project Area is intended to accomplish a larger vision of the historic Main Street downtown and Kaysville City Center Concept and is not intended for any specific development. It is assumed that multiple parts of the study area will support new development or redevelopment, resulting in new residential units, retail offerings, and commercial uses (office and flex office).

XI. HOW PARTICIPANTS WILL BE SELECTED [17C-5-105(8)]

A. SELECTION OF PRIVATE DEVELOPERS

The Agency contemplates that owners of real property within the Project Area may take advantage of the opportunity to develop their property, redevelop, maintain, or sell their

property to developers for the development of facilities within the Project Area. In the event that owners do not wish to participate in the development in compliance with the Plan, or in a manner acceptable to the Agency, or are unable or unwilling to appropriately participate, the Agency reserves the right pursuant to the provisions of the Act to acquire parcels, to encourage other owners to acquire other property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or the solicitation of written proposals, or a combination of one or more of the above methods. It is assumed that a moderate number properties in the area will not be the subject of new development or significant redevelopment but will ultimately benefit from the goals and implementation of the plan.

B. IDENTIFICATION OF DEVELOPERS WHO ARE CURRENTLY INVOLVED IN THE PROPOSED COMMUNITY REINVESTMENT AREA

There are no developers who are currently pursuing the use of tax increment financing in the proposed Kaysville City Center Community Reinvestment Area. Development guidelines and agreements regarding the use and payment of tax increment will be set forth in Development Agreement or other agreements between the Agency and any development teams.

1. QUALIFIED OWNERS

Any person wishing to become a developer will be required to own or have the right to purchase a part of the Project Area.

2. OTHER PARTIES

If there are no owners in the Project Area who possesses the skill, experience, and financial resources necessary to become a developer in the Project Area or are able to become a developer to part of the Project Area, the Agency may identify other qualified persons who may be interested in developing part of the Project Area. Potential developers may be identified by one or more of the following processes: (1) public solicitation, (2) requests for proposals (RFP), (3) requests for bids (RFB), (4) private negotiation, or (5) some other method of identification approved by the Agency.

3. OWNER PARTICIPATION AGREEMENTS

The Agency has not entered into nor does it intend to enter into any owner participation agreements or agreements with developers to develop parts of the Project Area until after the Agency and the City decide whether or not to adopt this Plan for the Project Area.

XII. REASONS FOR THE SELECTION OF THE COMMUNITY REINVESTMENT PROJECT AREA [17C-5-105(9)]

The Project Area was selected by the Agency as having a significant impact to the community and a near-term ability to strengthen Kaysville City and Davis County by allowing for appropriate redevelopment or new development of commercial space, residential housing, and public infrastructure that may support future development anticipated for Kaysville City and provide for development in surrounding areas.

Specific boundaries of the Project Area were arrived at by the Agency after a review of the area by members of the Agency, City staff, economic development consultants, and other technical and legal consultants. Planned treatment of this area is intended to stimulate development to the degree necessary for sound long-term growth in the Project Area and to encourage the development of real property located within the Project Area. Finally, the Project Area is a key element in the City's 2022 General Plan.

XIII. DESCRIPTION OF THE PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE AREA [17C-5-105(10)]**A. PHYSICAL CONDITIONS**

The Project Area consists of approximately 261.5 acres of land as shown on the Project Area map located in the Addenda.

B. SOCIAL CONDITIONS

There are currently a significant number of buildings of nearly all use types within the Project Area. No unusual social conditions were found to exist. The Project Area Plan may help to further bring consumers and visitors from across the area to the Project Area for shopping, living, and employment.

C. ECONOMIC CONDITIONS

The study area currently generates a significant amount of taxable values from its variety of uses. Overall, as of the most recent tax year (2023), the project year had a base taxable value of \$203,550,124.

XIV. FINANCIAL ASSISTANCE ANTICIPATED TO BE OFFERED TO A PARTICIPANT [17C-5-105(11)]

The Agency intends to negotiate and enter into one or more inter-local agreements with Davis County, Davis County School District, Weber Basin Water Conservancy District, Davis County Mosquito Abatement District, Central Davis County Sewer District, Davis County Library, and Kaysville City to secure receipt of a portion of the property tax increment generated within the Project Area that would otherwise be paid to those taxing entities. Collectively, those tax revenues may be used for the reasons already outlined. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and

other items from such tax revenues for any period of time the Agency and the taxing entities may deem appropriate under the circumstances.

XV. RESULTS OF THE PUBLIC BENEFIT ANALYSIS [17C-5-105(12)]

A. THE BENEFIT OF ANY FINANCIAL ASSISTANCE OR OTHER PUBLIC SUBSIDY PROPOSED TO BE PROVIDED BY THE AGENCY

1. AN EVALUATION OF THE REASONABLENESS OF THE COSTS OF THE PROPOSED PROJECT AREA DEVELOPMENT

The preliminary cost estimates for downtown improvements include expenses for roadways, parking improvements, public open space areas, façade programs, trail development, etc., and appear to be reasonable given current and anticipated market conditions.

The City has partnered with UDOT to create a specific concept plans for rehabilitation of Main Street between 200 North and approximately 100 South. A copy of the Main Street Preferred Alternative (Appendix C) which was adopted by the City Council on July 21, 2022 included a cost estimate of \$2,363,000 (2025 valuation).

Estimates of costs and probable project area use for increment include:

- Main Street improvements between 200 North and 100 South, including expansion, installation of medians, intersection realignment, and traffic calming (~\$2,363,000)
- Other roadway and intersection improvements (~\$800,000)
- Beautification and landscaping (~\$250,000)
- Sidewalk expansion or realignment, trail development, etc. (~\$500,000)
- Creation of pedestrian oriented atmosphere and facilities (~\$250,000)
- Creation of public open space amenities (~\$190,000)
- Property acquisition (~\$2,000,000)
- Parking enhancements, parking structure and facilities (~\$5,000,000)
- Traffic, circulation and parking studies (~\$35,000)
- Relocation assistance for businesses and or residences (~\$350,000)
- Location assistances for businesses (~\$150,000)
- Demolition and pre-demolition environmental assessment costs (~\$20,000)
- Utility expansion, extension or upgrades (~\$250,000)
- Installation of fiber optic networks (~\$200,000)

- Facilitation of façade grant and loan programs (~\$200,000)
- Relocation of historical markers (~\$75,000)

2. EFFORTS TO MAXIMIZE PRIVATE INVESTMENT

The City has made efforts to maximize private investment in the area. The City has pursued a development pattern that will attract desirable tenants and will bring a strong tax base to the City. The City anticipates that this Project Area focus will create new jobs. The wages paid for these jobs will then be re-spent, by the private sector, in the local and regional economies that will bring benefits to private businesses in the area.

It is likely that redevelopment and new development will significantly increase taxable values from the current taxable value of around \$203,550,124, to roughly \$280,061,524 over 15 years. The Project Area is currently generating approximately \$1,981,968 in property tax revenues; it is projected to generate an additional \$744,002 per year at the end of 15 years. Developers will also likely be paying for improvements to various public infrastructure needs.

3. RATIONALE FOR USE OF PROJECT AREA FUNDS

Tax increment funds are necessary in order for this site to be competitive with similar sites under consideration. Building upgrades and enhancements need to be made to those showing signs of aging and deterioration. Therefore, in order to enhance this area and uplift the desirability of the city center core, the Agency is proactively seeking to create a Project Area, with the use of tax increment, so that redevelopment and new development can be considered.

4. ESTIMATE OF TOTAL PROJECT AREA FUNDS AND LENGTH OF TIME OF PROJECT AREA

Project Area funds will be disbursed to the Agency for a period of 15 years and are anticipated to be approximately \$5,189,360 over the 15-year period, with a NPV of nearly \$3,316,322.

B. THE ANTICIPATED PUBLIC BENEFIT DERIVED FROM THE PROPOSED PROJECT AREA DEVELOPMENT

1. BENEFICIAL INFLUENCES ON THE COMMUNITY'S TAX BASE

The property tax base of the taxing entities should increase by over \$76,000,000 from the various investments in real property (land and buildings) alone. In addition, the personal property tax base of the taxing entities will increase but will vary depending on the type of equipment located in the Project Area as well as individual depreciation schedules.

In addition to tax revenues, the Project Area will generate other revenues including sales tax, Class B/C Road Funds, business license fees, charges for services, and one-time fees such as building permits and impact fees.

2. ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY STIMULATED BY THE DEVELOPMENT

Other business and economic activity likely to be stimulated includes business employee and construction expenditures. There are significant opportunities for increased economic development and tax generating development that can occur within the immediate sphere of influence of the Project Area that otherwise may not occur in a timely basis or at the same level of increased development and private investment.

3. BUSINESS AND EMPLOYEE EXPENDITURES

It is anticipated that employees and business owners in the Project Area will directly or indirectly purchase local goods and services related to their operations from local or regional suppliers. These purchases will likely increase employment opportunities in the related areas of business equipment, furniture and furnishings, business supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, office and printing services, transportation and delivery services.

A summary of benefits is as follows:

- Provide an increase in direct purchases in the City and the County.
- Provide economic diversification within the City and the County.
- Complement existing businesses and industries located within the City by providing new employees who may live and shop and pay taxes in the City and the region.
- Generate indirect and induced (“multiplier”) impacts from business and employee expenses in the local area. The types of expenditures by employees in the area will likely include shopping for personal and household goods, lunches at area restaurants, convenience purchases and personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace, and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity to the workplace (assuming the services are available).

4. CONSTRUCTION EXPENDITURES

Economic activity associated with the development will include construction activity. Construction costs for labor and materials will likely be notable. This will create a moderate number of construction jobs. Construction supplies are also anticipated to create significant sales tax revenues for the State, County and City.

5. ADOPTION OF THE PLAN IS NECESSARY AND APPROPRIATE TO UNDERTAKE THE PROJECT AREA PLAN

Adoption of the Plan is necessary and appropriate to undertake the Project Area Plan because:

- The Plan conforms with and furthers the City's General Plan; and
- Private investment will increase the tax base by over \$76,000,000 which will provide increased tax revenues to all taxing entities.

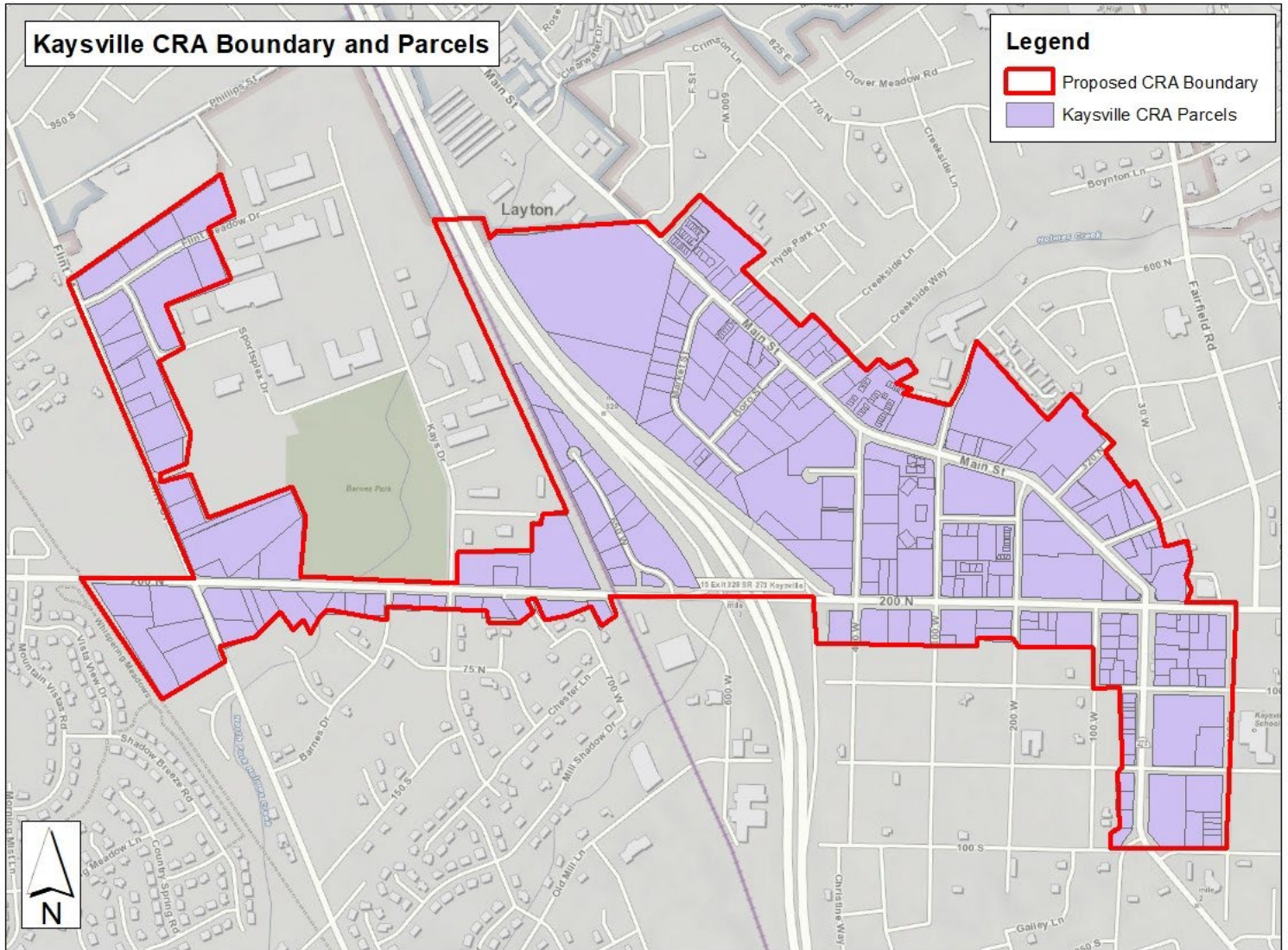
XVI. IF APPLICABLE, STATE THAT THE AGENCY SHALL COMPLY WITH SECTION 9-8-404 [17C-5-105(13)]

The Agency will comply with Section 9-8-404 if any of the existing buildings are eligible for inclusion in the National Register of Historic Places or the State Register and the Agency spends Agency funds on the demolition or rehabilitation of said existing buildings.

XVII. STATE WHETHER THE PLAN IS SUBJECT TO A TAXING ENTITY COMMITTEE OR AN INTERLOCAL AGREEMENT [17C-5-105(14)]

This Plan was not adopted before May 14, 2019, as stated in the code, however, this Plan is subject to Interlocal Agreements.

APPENDIX A: PROJECT AREA MAP



APPENDIX B: LEGAL DESCRIPTION

CRA Metes and Bounds description (Description Only – NOT SURVEYED)

Commencing at the NW Corner of Section 33, Township 4 North, Range 1 West and running S 0 degrees 37'28" W 513.12 feet along the section boundary; thence N 89 degrees 52'23" E 521.92 feet to the True Point of Beginning; thence continue N 54 degrees 54'11" E 1346.71 feet; thence continue S 21 degrees 14'27" E 317.12 feet; thence continue S 69 degrees 32'05" W 215.99 feet; thence continue S 20 degrees 26'27" E 430.41 feet; thence continue S 69 degrees 33'59" W 485.95 feet; thence continue S 22 degrees 01'30" E 355.05 feet; thence continue S 69 degrees 33'25" W 206.34 feet; thence continue S 22 degrees 17'45" E 571.30 feet; thence continue S 67 degrees 34'09" W 24.29 feet; thence continue S 00 degrees 20'39" W 187.85 feet; thence continue S 21 degrees 56'42" E 457.92 feet; thence continue N 67 degrees 20'02" E 656.17 feet; thence continue S 24 degrees 16'23" E 218.83 feet; thence continue S 01 degrees 31'40" W 465.02 feet; thence continue S 88 degrees 28'34" E 1125.89 feet; thence continue N 01 degrees 42'10" E 238.06 feet; thence continue S 88 degrees 30'16" E 532.81 feet; thence continue N 02 degrees 19'43" E 285.07 feet; thence continue S 88 degrees 34'04" E 250.81 feet; thence continue N 24 degrees 52'50" W 2360.1 feet; thence continue N 89 degrees 45'24" E 350.76; thence continue S 24 degrees 57'41" E 158.01 feet; thence continue N 83 degrees 06'09" E 1125.78 feet; thence continue S 47 degrees 51'21" E 147.92 feet; thence continue N 43 degrees 16'16" E 419.70 feet; thence continue S 48 degrees 48'26" E 628.01 feet; thence continue S 47 degrees 23'18" W 230.72 feet; thence continue S 48 degrees 09'53" E 581.23 feet; thence continue N 47 degrees 47'11" E 104.89 feet; thence continue S 44 degrees 21'00" E 510.69 feet; thence continue S 86 degrees 36'28" E 58.3 feet; thence continue N 54 degrees 03'43" E 94.62 feet; thence continue S 65 degrees 24'48" E 84.65 feet; thence continue N 69 degrees 11'29" E 118.45 feet; thence continue S 38 degrees 59'04" E 126.89 feet; thence continue S 63 degrees 26'20" W 143.79 feet; thence continue S 58 degrees 58'22" E 89.92 feet; thence continue S 28 degrees 30'46" W 47.95 feet; thence continue S 74 degrees 38'39" E 340.22 feet; thence continue N 20 degrees 35'51" E 501.5 feet; thence continue S 42 degrees 37'03" E 750.1 feet; thence continue N 44 degrees 02'30" E 267.13 feet; thence continue S 42 degrees 30'20" E 178.45 feet; thence continue S 47 degrees 16'39" W 52.19 feet; thence continue S 41 degrees 23'20" E 290.64 feet; thence continue S 30 degrees 03'56" W 80.98 feet; thence continue S 46 degrees 04'20" E 288.76 feet; thence continue N 58 degrees 35'44" E 25.44 feet; thence continue S 31 degrees 57'55" E 315.08 feet; thence continue S 18 degrees 01'49" E 210.07 feet; thence continue N 74 degrees 44'18" E 132.54 feet; thence continue S 24 degrees 00'18" E 83.56 feet; thence continue S 08 degrees 06'21" E 142.44 feet; thence continue S 35 degrees 57'02" W 60.54 feet; thence continue S 00 degrees 44'49" W 201.24 feet; thence continue N 89 degrees 15'00" E 342.25 feet; thence continue S 01 degrees 14'24" W 1799.83 feet; thence continue N 89 degrees 02'59" W 843.92 feet; thence continue N 0 degrees 25'53" E 132.57 feet; thence continue N 35 degrees 27'07" E 43.14 feet; thence continue N 89 degrees 49'43" E 49.05 feet; thence continue N 0 degrees 20'02" E 133.65 feet;

thence continue N 89 degrees 39'20" W 24.99 feet; thence continue N 0 degrees 19'14" E 113.73 feet; thence continue N 07 degrees 57'23" W 20.23 feet; thence continue N 89 degrees 39'21" W 54.99 feet; thence continue N 0 degrees 20'40" E 110.98 feet; thence continue N 0 degrees 34'59" W 64.42 feet; thence continue S 88 degrees 11'46" E 83.87 feet; thence continue N 1 degrees 03'18" E 381.9 feet; thence continue N 88 degrees 54'34" W 10.38 feet; thence continue N 0 degrees 40'54" E 196.94 feet; thence continue N 89 degrees 16'21" W 149.42 feet; thence continue N 0 degrees 57'52" E 189.03 feet; thence continue S 89 degrees 07'39" E 99.94 feet; thence continue S 89 degrees 09'56" E 15.97 feet; thence continue N 0 degrees 21'13" E 69.63 feet; thence continue N 89 degrees 09'09" W 2190.82 feet; thence continue N 0 degrees 57'57" E 332.87 feet; thence continue N 89 degrees 22'48" W 1511.4 feet; thence continue S 08 degrees 06'15" E 51.55 feet; thence continue S 26 degrees 47'17" E 135.21 feet; thence continue S 46 degrees 03'27" W 133.78 feet; thence continue N 25 degrees 05'25" W 192.2 feet; thence continue S 64 degrees 13'55" W 140.41 feet; thence continue S 75 degrees 12'08" W 210.27 feet; thence continue N 39 degrees 23'08" W 76.81 feet; thence continue N 17 degrees 34'21" W 102.01 feet; thence continue N 88 degrees 33'08" W 38.08 feet; thence continue S 17 degrees 34'21" E 92.04 feet; thence continue S 55 degrees 40'56" W 123.56 feet; thence continue N 33 degrees 53'57" W 24.08 feet; thence continue N 88 degrees 32'35" W 240.02 feet; thence continue N 01 degrees 31'41" E 48.94 feet; thence continue N 89 degrees 42'44" W 704.71 feet; thence continue S 01 degrees 31'39" W 44.99 feet; thence continue N 88 degrees 28'36" W 434.95 feet; thence continue S 54 degrees 59'23" W 64.81 feet; thence continue S 18 degrees 39'09" W 114.27 feet; thence continue N 38 degrees 42'09" W 120.33 feet; thence continue S 44 degrees 48'14" W 91.03 feet; thence continue N 35 degrees 34'47" W 136.05 feet; thence continue S 51 degrees 49'40" W 224.26 feet; thence continue S 63 degrees 49'31" W 285.46 feet; thence continue S 20 degrees 59'09" E 69.01 feet; thence continue S 55 degrees 57'02" W 521.65 feet; thence continue N 32 degrees 37'16" W 991.73 feet; thence continue S 89 degrees 35'48" E 748.82 feet; thence continue N 23 degrees 21'29" W along said line 2370.43 feet to the Point of Beginning.

APPENDIX C: KAYSVILLE MAIN STREET PREFERRED CONCEPT

Kaysville Main Street DRAFT Preferred Concept

This document summarizes the preferred concept for Kaysville's Main Street (S.R. 273). This is a joint vision created by both Kaysville City and the Utah Department of Transportation. The concept was developed through a collaborative process involving key people in UDOT and Kaysville and addresses the needs of both UDOT and the Kaysville community.

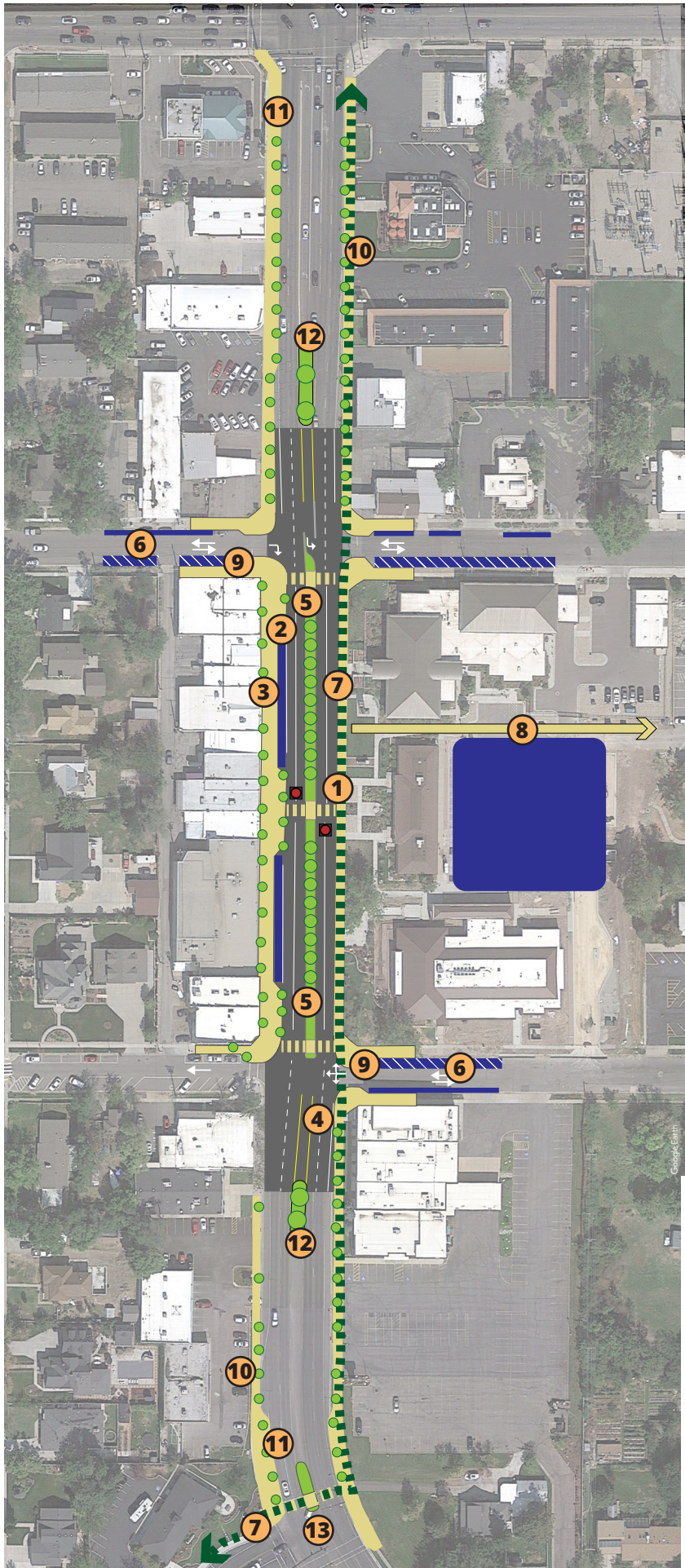
The concept builds on Kaysville City's Main Street Vision the City created in 2019. This vision is a broad directive for Main Street, and this more detailed collaboration with UDOT for the street right-of-way and transportation elements is an important implementation piece of that vision.

The initial conversations among Kaysville and UDOT highlighted two key priorities: placemaking and access. The concept reflects these themes. Place in this case means public space, aesthetics, slowing traffic, and a full downtown streetscape extension. Access means pedestrian crossings, parking, access management, network, and active transportation.

This document provides an overview of the concept and its elements; the details and examples of each element; and ideas for how the project will be implemented and funded.



Rendering of Kaysville Main Street Preferred Concept



PEDESTRIAN



New pedestrian space



Marked pedestrian crossing



HAWK pedestrian-activated crossing

STREETSCAPE



Street trees



Planted median island

PARKING



Reconfigured diagonal parking



Reconfigured parallel parking



Key district off-street parking area

NETWORK LINKS



Shared use pathway

Concept Overview

The Kaysville Main Street Preferred Concept seeks to improve Main Street's access and sense of place while still moving traffic on the state highway corridor. It does this through a major extension of the pedestrian area on the west side of the central block of Main Street and landscape and streetscape improvements in the new space; a lateral transition of the traffic lanes to the east to allow for the west side sidewalk extension; a set of landscaped medians; the movement of the existing HAWK to a mid-block location and additional pedestrian crossings at Center Street and 100 North; reconfiguring of 100 North and Center Street with diagonal parking; and some restriction of turns on and off Main Street. The concept keeps the street's existing vehicle capacity.

These improvements will create more high quality public space; improve the pedestrian environment; slow traffic; increase the ability for pedestrians to cross the street safely, conveniently, and with ease; better connect Main Street to the parking on the City Hall block; maintain parking and make it overall more convenient; and manage vehicle access on and off Main Street.

The major tradeoff of the concept is likely the loss of on-street parking spaces on Main Street (primarily on the east side) in exchange for a much bigger pedestrian environment on the west side of the street, a more traffic calmed environment, and shorter and more frequent pedestrian crossings. The concept seeks to make the parking in the City Hall block more convenient to Main Street patrons and diagonal spaces on the nearby cross streets help make up for lost Main Street parking as well.

Concept Elements

CENTRAL BLOCK

- ➊ Move HAWK signal and crosswalk from Center Street to mid-block between Center Street and 100 North
- ➋ Extend curb on west side in central block of Historic Main Street
- ➌ Preserve the majority of on-street parking on west side of central block with time-restricted or pay spaces - with the exception of the north and south ends and middle, where pedestrian area curb extensions would take the place of an estimated six spaces.
- ➍ Lane shift to east so that travel lanes are against existing east curb in central block; begin shift on north and south blocks
- ➎ Median in central block with pedestrian refuges at mid-block, 100 North and Center Street, and "super street" access management extension
- ➏ Stripe diagonal parking on one side of Center Street and 100 North (with parallel on the other side)
- ➐ East side shared use path to connect with other planned pathways, especially to the south
- ➑ Intuitive, direct pathway through the civic block, linking Main Street to the parking lot and beyond to the Recreation Center and Senior Center and Kaysville Elementary, with supportive wayfinding to parking and downtown locations
- ➒ Curb extensions into cross streets at the corners of Center Street and 100 South, similar to the existing curb extensions at Center Street on west side of Main Street

NORTH AND SOUTH BLOCKS

- ➓ Downtown streetscape extension to north and south blocks
- ➑ Sidewalk extensions into shoulder at north and south ends of historic Main Street
- ➒ Short medians at strategic locations on north and south blocks
- ➓ Marked pedestrian crossing with ped refuge on north leg of 50 West crosswalk – change signal phases accordingly

Enhancing public space.

The concept starts with public space – leveraging and complementing Kaysville’s historic storefronts and civic buildings with a wide, high-quality sidewalk area and pedestrian realm that will provide space for strolling, people-watching, outdoor dining, farmer’s markets and events.

This space is created by extending the west side sidewalk substantially at the central block to a 20- to 30-foot pedestrian realm with street trees, landscape and furnishings such as benches and pedestrian scale lighting, as well as opportunities for outdoor dining. This space can be a large piece of revitalizing Main Street, complementing existing businesses and attracting new ones, especially restaurants. Most importantly, it can be a promenade for the community to gather, whether for events such as farmers markets or parades or on a typical Saturday evening.

The possibility remains for upgrades on the east side of Main Street with enhancements to the plaza area near the former library building. This could be a space that connects to and complements the widened pedestrian realm on the west side. Plaza upgrades and could host events such as a Christmas tree lighting.

Traffic calming.

Calming traffic is a foundational part of a vibrant Main Street and walkable downtown. The Kaysville Main Street concept has several elements that will contribute to traffic slowing, while not causing undue delays. With the curb extension and the median, the concept narrows the roadway. It creates a human scale for the street with trees, streetscape, and public space on the sides. And the lanes moving to the east edge of the roadway at the central block creates a lateral shift that drivers must make, which will also slow them down.

Increasing and improving pedestrian crossings.

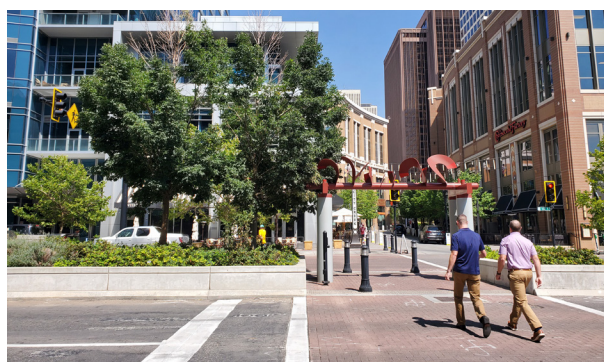
Moving the HAWK crosswalk currently located at Center Street to mid-block will place a safe crossing at the most desired point along Main Street. This will work hand-in-hand with the parking strategy by connecting to and promoting where people can park in the middle of the block in place of some of the removed parking along the west side storefronts.

In addition, because of the traffic calming strategies, the shortening and breaking up of the crossing by the curb extension and the pedestrian refuge, crossings will be marked at 100 North and Center, providing a frequent series of crossings in the heart of Main Street that will also work with traffic patterns.

Finally, the extension of downtown streetscape and pedestrian realm includes the addition of the north crosswalk leg of the Main Street / 50 West signalized



Above are examples of the type of wide pedestrian realm that the concept proposes for Kaysville Main Street’s central block, demonstrating a range of uses, including strolling, dining, landscape, and public space.



A center median in a downtown area can provide multiple functions - establishing a pedestrian refuge for pedestrian crossings while calming traffic, managing access, and greening the street, such as in this example from downtown Salt Lake City.

intersection, which will also be a bike/multi-use path crossing.

Increasing aesthetics/beautification.

Aesthetics are a major part of the concept. The aesthetics play off the historic character of Main Street's storefronts, civic buildings, and large trees. Aesthetics have two key aspects in this concept:

- Greening through additional street trees and other landscape – both along the sidewalk and in the new medians, which will be planted with trees and other landscape (while maintaining appropriate sight distances).
- Streetscape elements that complement and reflect the heritage of Kaysville and the historic character of Main Street.

Reconfiguring and connecting parking.

Parking is a critical issue on most Main Streets, and because of the Main Street Vision's emphasis on vehicular and pedestrian access to Main Street, parking takes on extra importance. The concept's approach to parking is to designate on- and off-street parking resources that complement the public space approach and support the desired uses of Main Street. While some of these changes may be surprising and unsettling to the community initially, we think this parking approach in the long term will best achieve the Vision. The concept's parking related recommendations are:

- Remove on-street parking on the east side of Main Street's central block, preserving all but an estimated six spaces on the west side, and making these on-street spaces short-term parking intended for customers.
- Replace these Main Street on-street parking spaces by creating diagonal parking on one side of 100 North and the east segment of Center Street (the west segment is already diagonal on one side). Creating these parking areas is still convenient to Main Street storefronts.
- Having a pedestrian-activated HAWK signal mid-block, a pedestrian refuge, and slowed traffic much more closely links the west side storefronts to the civic block parking lot.



A coordinated set of streetscape amenities is important to create a human scale environment on Main Street.



The approach to Center Street of diagonal parking on one side can be expanded to the other side of Main Street and 100 North.

- The civic lot and other parking would benefit from increased wayfinding and information for visitors.

Managing vehicle access.

Access management is a key part of the Main Street concept. Restricting some turn and through-traffic movements reduces potential conflicts and allows for safer pedestrian circulation.

- Turn restrictions: The “super street” concept will help reduce conflicts from left and through movements from 100 North.

Connecting the street/pathway network

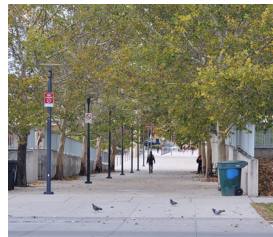
While the gridded street network of Kaysville’s downtown area is established, one smaller street/pathway network improvements is recommended: the consideration of a more intuitive pathway through the civic block, linking the planned mid-block crosswalk of Main Street to the parking lot and the recreation center, and then to Kaysville Elementary School beyond.

Extending the downtown street character

The north and south blocks of Kaysville’s Main Street have parts of the historic streetscape treatments, such as street trees, but also have more of a suburban character, with unbuffered parking lots, frequent driveways, and grassy park strips. The concept includes the extension of the central block streetscape features that evoke a walkable downtown to the north and south blocks, as well as sidewalk extensions into the shoulder at the north and south entries into the downtown and



An example of the “super street ” concept that restricts left and though movements from cross streets onto a major street.



Downtown Salt Lake City has a range of positive examples of pedestrian pathways through the district's large blocks that inform a potential pathway through Kaysville's civic block.

landscaped medians that still allow for left turns into driveways.

Helping people riding bikes access Main Street.

While the focus of the Main Street concept is pedestrian and vehicular access, there are opportunities to better connect people riding bikes to Main Street. The best opportunity for this concept is to manifest an extension of the “Ponds” multi-use path up 50 West to Main Street and build a multi-use pathway on the east side of Main Street. This emphasis on bike and pedestrian mobility on the east side of Main Street complements the emphasis on the west side of public space.

This shared use path does present some implementation challenges. There is little existing right-of-way above the curb to transform into a multi-use path, which should be at least 8 feet wide, preferably 10 feet. While the east side of the central block of Main Street does include City-owned property, this space includes mature trees and relatively new investments in landscaping and the police station stairs. Consequently,



While the Kaysville Main Street Vision focuses on pedestrian and vehicle access, bicycles are a relatively popular way for people to access Main Street. This composite image of all non-vehicle trips in one hour on Main Street is heavily tilted toward people riding bikes or scooters.

Concept Development Process

The Kaysville Main Street concept builds on the City's Main Street Vision created in 2019. At the same time, the City was developing an updated General Plan, whose process identified Main Street as a priority. This created the opportunity to initiate a focused collaboration with the Utah Department of Transportation (UDOT) on how improvements to the Main Street right-of-way can help support the City's vision.

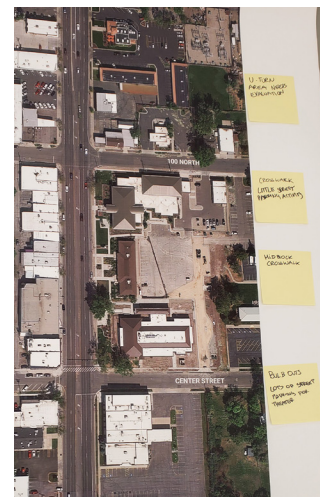
The process started in February 2021 with a site tour undertaken by Kaysville City leadership and staff and UDOT Region 1 staff. Then, over an online meeting using a polling program, the same group provided feedback 1) about the importance of a range of potential goals and 2) what each goal means. These conversations highlighted two key shared priorities: **placemaking**- public space, aesthetics, slowing traffic, streetscape- and **access**- pedestrian crossings, parking, access management, network, and active transportation.

The project team studied existing conditions throughout the Main Street area that focused on access and placemaking, as well as analysis of the range of transportation modes served by Main Street- traffic, transit, bicycling, and walking. The team engaged Main Street business owners through a short survey.

In August 2021, the Kaysville/UDOT group came together at Kaysville City Hall for a workshop to develop ideas based on the identified shared priorities. The workshop yielded four alternative concepts with various approaches to sidewalk expansions, pedestrian crossings, medians, and parking solutions (see images at right).

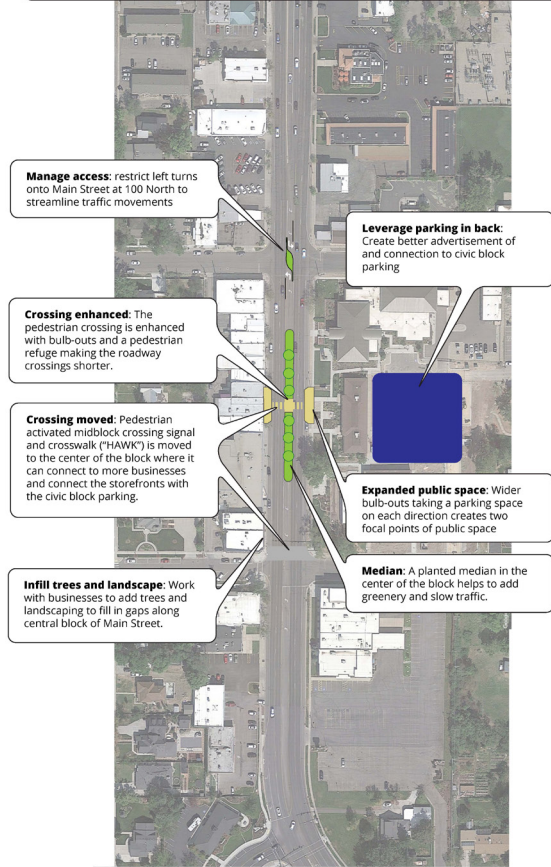
The team presented the concepts to the group, which convened again in October to select a preferred concept. The group gravitated toward a mix of the concepts that became the Preferred Concept - a solution that is unorthodox and creative but still achieves the goals of both the community and UDOT.

The Kaysville Main Street process shows that focused, careful collaboration between UDOT and a local community that considers common goals can open the door to creative solutions.



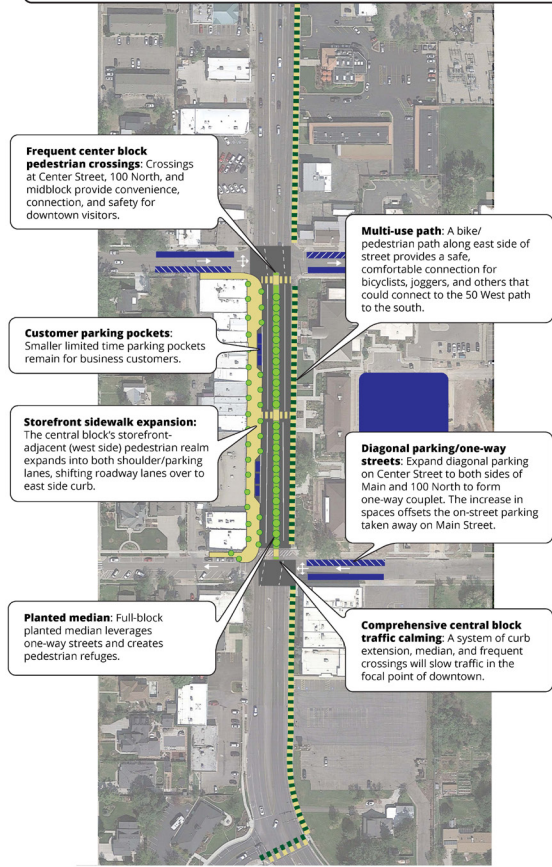
ALTERNATIVE 1

Move crossing to midblock and smaller improvements



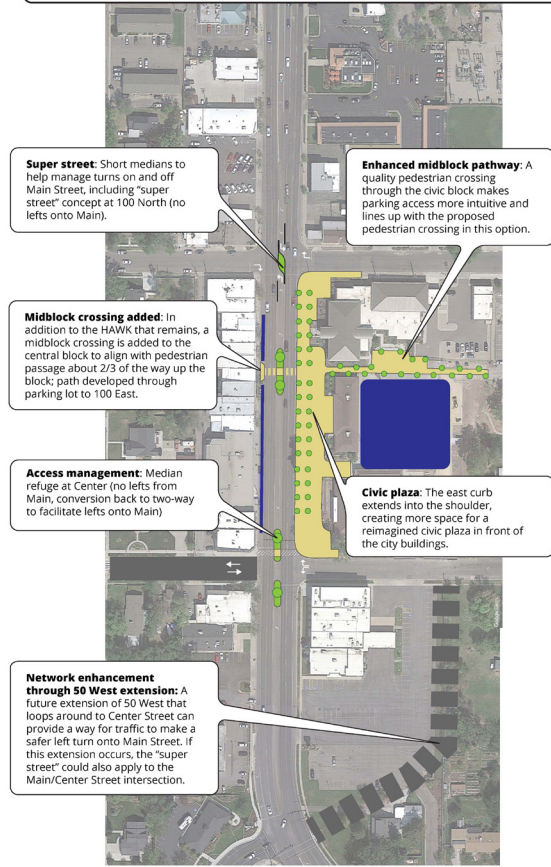
ALTERNATIVE 2

Historic storefront pedestrian realm expansion



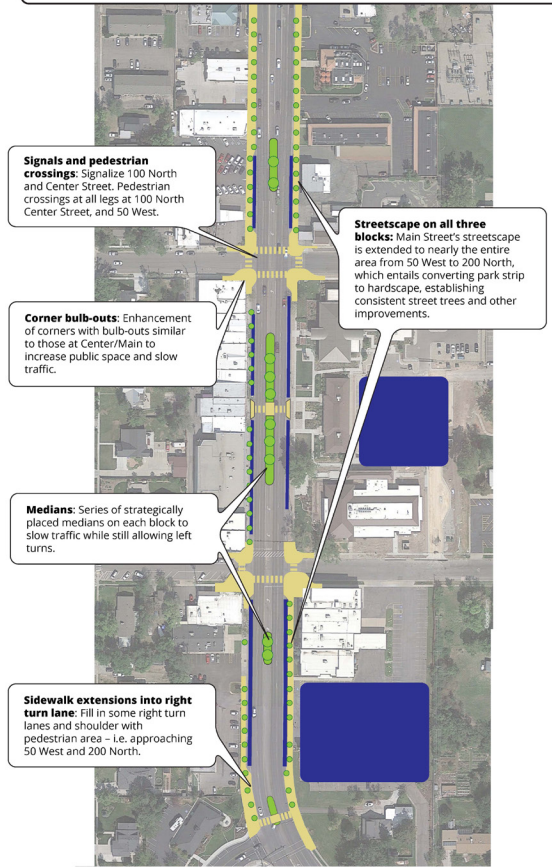
ALTERNATIVE 3

Civic campus plaza enhancement



ALTERNATIVE 4

Full historic Main Street streetscape



much of the pathway could need to run immediately along the roadway, which will be without a shoulder or on-street parking as a buffer to moving traffic.

Implementation

Aspects of implementation discussed here include:

- Roles: Who will do what to get the project done.
- Funding: How the project's design, construction, and any other costs will be covered.
- Phasing : How the project will be broken up into manageable and feasible pieces, and which ones will happen first.
- Addressing key concerns: Anticipating concerns from stakeholders and the public that may arise, and how to address those concerns.

Below are considerations for each.

Roles

The Kaysville Main Street project will be a partnership. Kaysville City and UDOT will continue to work together, coordinating and meeting as needed as the project progresses.

Kaysville City will engage stakeholders and the broader community on the Preferred Concept for Main Street. The City will seek adoption of the Preferred Concept by the Mayor and City Council. The City will consider the extension of its downtown redevelopment area north of 200 North to encompass this project's study area, in order to capture tax increment to help fund the project. The City will work to identify a mix of potential funding sources and then work with UDOT to refine, continue to plan, design, and construct the project.

UDOT Region 1 will work with Kaysville City to establish and define the Main Street improvements as a distinct project and place it on the Statewide Transportation Improvements Program (STIP). UDOT will work with Kaysville to seek state and regional funding sources.

In case of desire to move or enhance bus stops to implement the concept, Kaysville and UDOT will seek to include **Utah Transit Authority (UTA)** as a partner.

Business and property owner stakeholders are also partners in the project, both from a planning and design standpoint, a logistics standpoint (construction management), and possibly from the standpoint of shaping or contributing to the streetscape improvements.

Funding

Appendix 1 is an initial high-level cost estimate for the Preferred Concept and identifies a rough cost of \$2.37 Million for the project, including all three Main Street blocks addressed in the concept. Several options exist to help pay for the project.

Local sources:

- Kaysville City General Fund or Capital Improvements Program
- Potential extension of downtown redevelopment area to the project study area and resulting tax increment financing (TIF) funds

UDOT sources:

- Transportation Investment Fund (TIF) Active
- Transportation Alternatives Program (TAP)
- Class B & C Road Funds

Other State funds:

- GO-UTAH Utah Main Street Program funds

Phasing

The project could be phased in a number of different ways. It could be built as one large project, from 200 North through 50 West. Or it could be divided into a few phases, each of which can work independently as a functional project until the other phases are added. The following are considerations:

- **Moving the HAWK from Center Street to mid-block** between Center Street and 100 North could be an initial “pre-phase” of the project, in order to begin the connection of the west side of the central block of Main Street with the civic campus and its parking. However, the placement of the HAWK pole on the west side available now is not likely optimal for the eventual project layout.
- **The central (civic) block improvements** could be implemented before those on the block to the north and the south. However, with the planned lateral transition of the lanes to the east and back, work would extend into the north and south blocks for this phase, so it might make sense to make any improvements there at the same time. In addition, the improvements on the north and south blocks constitute a relatively minor part of the overall improvements- there is little downside to do all three blocks at once.

In summary, each element of the concept does help reinforce and lead to the success of the others. If the project is broken up into phases, the concerns would be that temporary transitional fixes may be needed and the trade-offs of the concept would not be apparent. For example, street parking might be lost or changed but the public space improvements wouldn't have been built, not yet demonstrating the payoff for giving up parking.

Addressing potential concerns

The following are some potential concerns about the concept, based on conversation among the project committee, and initial thoughts on how to address those concerns.

Reconfiguration of parking: On-street parking in the Main Street area will be reconfigured to complement the concept, and especially along the central block of Main Street directly adjacent to the businesses in the historic storefronts the reconfiguration could be perceived as a loss of parking. Indeed, there will be fewer spaces directly adjacent to these businesses that rely on such parking. However, there are many considerations:

- The west side of Main Street in the central block would only lose an estimated six spaces.
- New diagonal parking on side streets will likely make up for the lost Main Street parking.
- In addition, the mid-block HAWK signalized crossing will make it easier for patrons, proprietors, and employees of these businesses to access the large parking lot across the street, in back of the City Hall.
- We hope that what is gained in public space by trading off the on-street parking is, especially in the long run, worth the loss.
- Part of the concept is a series of customer parking pockets on the west side of Main Street in the central block - on-street parking spaces with time restrictions.

Vehicle access: Main Street's current configuration generally allows open vehicle access on and off Main Street. The Main Street concept restricts this vehicle access on and off Main Street, which may force drivers to think more carefully about how they access certain Main Street destinations. But by implementing these restrictions, Main Street becomes easier and safer to use as a pedestrian and becomes safer for motorists as well, due to the potential conflicts with other vehicles eliminated.

Mobility on Main Street: The Main Street concept is designed to slow traffic between 50 West and 200 North. This may raise concerns about increases of travel time through this segment of Main Street (S.R. 273). Yet this is a very short segment that, at peak traffic times, often produces queues especially in the p.m. peak in the northbound direction. Slowing, combined with the access management improvements, are likely to smooth traffic flow.

Visibility: Introducing elements such as planted medians and streetscape can raise concerns about motorists being able to see crossing pedestrians or cyclists or other motorists. However, these additional elements are designed to create a slow environment for autos that reduces the speed, increasing available reaction time to react to other users in the roadway. Furthermore, creating a human scale for the street also engenders slow auto travel.

Special events: The Kaysville community has historically used Main Street for community events such as its 4th of July parade. There may be concerns about whether these events will thrive under the new configuration. We assert that parades and other community events will still thrive with the new medians and streetscape, and in some cases, will thrive more than the current configuration.



EXISTING STREET



VISION CONCEPT

APPENDIX: Draft Cost Estimate

KAYSVILLE MAIN STREET CONCEPT ESTIMATE - DRAFT

			Center to 100 N		50 W to Center		100 N to 200 N		Units	Combined Total	Combined Total Price	Price	Remarks
			Quantity	Cost	Quantity	Cost	Quantity	Cost					
Road	015017010	Remove Tree	6	\$3,000	0	\$0	10	\$5,000	each	16	\$8,000.00	\$500	
	015547005	Remove Concrete Curb and Gutter	830	\$12,450	300	\$4,500	310	\$4,650	foot	1,440	\$21,600.00	\$15	
	01557001*	Remove Asphalt Pavement	1,920	\$28,800	440	\$6,600	180	\$2,700	square yard	2,540	\$38,100.00	\$15	
	022217050	Untreated Base Course (Plan Quantity)	100	\$2,000	90	\$1,800	90	\$1,800	cubic yard	280	\$5,600.00	\$20	
	022217125	Asphalt Pavement Soft Spot Repair - Type A	300	\$15,000	190	\$9,500	210	\$10,500	sq yd	700	\$35,000.00	\$50	
	022217165	HMA - 1/2 Inch	495	\$52,010	305	\$32,051	340	\$35,700	ton	1,141	\$119,761.69	\$105	
	027217020	HMA - Bike/Ped Path 1/2 Inch	130	\$14,950	120	\$13,800	120	\$13,800	ton	370	\$42,550.00	\$115	
	02737001*	Emulsified Asphalt CSS-1	1	\$500	1	\$500	1	\$500	ton	3	\$1,500.00	\$500	
	027417050	Detectable Warning Surface	10	\$5,000	6	\$3,000	2	\$1,000	each	18	\$9,000.00	\$500	
	027437040	Concrete Curb and Gutter Type B1	2,030	\$60,900	750	\$22,500	545	\$16,350	foot	3,325	\$99,750.00	\$30	
	027487040	Concrete Flatwork, 4 inch thick	24,050	\$240,500	4,220	\$42,200	5,050	\$50,500	square foot	33,320	\$333,200.00	\$10	
	027717086	Rotomilling - 1 1/2 Inch	5,950	\$47,600	3,670	\$29,360	4,010	\$32,080	square yard	13,630	\$109,040.00	\$8	
Drainage	026107386	Drainage Pipe - 18 inch, Smooth, Leak-Resistant	40	\$6,000	40	\$6,000	20	\$3,000	foot	100	\$15,000.00	\$150	
	026337130	Concrete Drainage Structure 5 ft to 7 ft deep - CB 9	2	\$10,000	2	\$10,000	1	\$5,000	each	5	\$25,000.00	\$5,000	
	018927050	Reconstruct Manhole	2	\$3,000	4	\$6,000	1	\$1,500	each	7	\$10,500.00	\$1,500	
Traffic	027657050	Pavement Marking Paint	40	\$2,000	42	\$2,100	40	\$2,000	gallon	122	\$6,100.00	\$50.00	
	027687105	Pavement Message (Preformed Thermoplastic)	2	\$800	2	\$800	10	\$4,000	each	14	\$5,600.00	\$400.00	
	027687110	Pavement Message (Preformed Thermoplastic Stop Line, Crosswalks - 12 inch)	310	\$4,650	140	\$2,100	160	\$2,400	ft	610	\$9,150.00	\$15.00	
	028917028	Sign Type A-1, 12 Inch X 36 Inch	5	\$500	5	\$500	5	\$500	each	15	\$1,500.00	\$100.00	
	028917270	Remove Sign Less Than 20 Square Feet	2	\$60	2	\$60	2	\$60	each	6	\$180.00	\$30.00	
	028917285	Relocate Sign Less Than 20 Square Feet	8	\$1,600	6	\$1,200	5	\$1,000	each	19	\$3,800.00	\$200.00	
Environmental		Landscaping w/topsoil, sod and irrigation	3,115	\$46,725	700	\$10,500	655	\$9,825	square foot	4,470	\$67,050.00	\$15.00	
		New Tree, 2 inch caliper	25	\$16,250	15	\$9,750	10	\$6,500	each			\$650.00	

Totals	\$574,300	\$214,820	\$210,370	\$999,490.00
Totals (no path)	\$557,350	\$199,220	\$194,770	\$951,340.00
Totals (no mill + fill)	\$459,690	\$143,910	\$132,090	\$735,690.00
Totals (no mill + fill and no path)	\$442,740	\$128,310	\$116,490	\$687,540.00

subtotal \$951,340 no path, all 3 blocks

#N/A	Traffic Signal System (RELOCATE HAWK)	1	\$150,000
16525701D	Highway Lighting System	1	\$100,000

subtotal \$1,201,340

015017010	Mobilization	1	\$121,000	Usually 7-10% of construction
015547005	Traffic Control	1	\$61,000	Usually 3-5% of construction
01557001*	Maintenance of Traffic	1	\$13,000	Usually 1% of construction
015407010	Public Information Services	1	\$4,000	Usually 0.25% of construction

Subtotal	\$1,400,340
Contingency	20.00% \$280,070
Construction Total	\$1,680,410

PE Subtotal	8% \$134,430
CE Subtotal	10% \$168,040
Aesthetics	0.75% \$12,610
Change Order Contingency	9% \$151,240

Total \$2,146,730

Assumed Inflation for 2025 3.25% \$2,363,000

Assumed 5% of total mill and fill area for full depth patching (soft spot repair)
Assumed no additional subbase work (beyond Flatwork) for concrete replacement/expansion
Assumed 11' lanes, crown in center of existing center lane.
Assumed lighting cost prorated for distance based off another project
Assumed \$100,000 for HAWK relocation (original cost)
Assumed \$50,000 to move HAWK cabinet, etc (was already there for original HAWK project)
General pavement + base costs for HMA paths, this does not take into consideration the impacts which are considerable



Kaysville City Redevelopment Agency
Kaysville City Center Reinvestment Area
Project Area Budget
November 19, 2024

KAYSVILLE CITY CENTER I CRA PROJECT AREA BUDGET

The following narrative has been prepared in accordance with Utah Code §17C-5-303 for an Agency that receives tax increment.

This Budget is prepared in good faith as a current reasonable estimate of the economic impact of projected development and redevelopment within the Project Area. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this Budget represents the reasonable expectations of the Agency. Due to multiple factors beyond our control, the Agency makes no guarantee that the projections contained in this Budget of the Project Area Plan for the Project Area will accurately reflect the future development and/or redevelopment within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, now and as may be amended; this Budget shall not be interpreted to limit or restrict the powers of the Agency as granted by the Act. The actual amount of tax increment received by the Agency will be determined solely by interlocal agreement(s) between the Agency and the various taxing entities; this Budget does not control the flow of tax increment money, nor does it entitle the Agency to receive money from tax increment or any other source.

1(A). THE BASE TAXABLE VALUE [17C-5-303(1)(A)]

The base year taxable value is the year 2023 value of \$203,550,124.

1(B). PROJECTED AMOUNT OF TAX INCREMENT TO BE GENERATED WITHIN THE PROJECT AREA [17C-5-303(1)(B)]

The overall total projected amount of tax increment to be generated within the Project Area over 15 years is \$8,302,933.

TABLE 1: INCREMENTAL PROPERTY TAX REVENUES FOR 15 YEARS

Taxing Entities	Total	NPV*
Davis County	\$982,333	\$626,825
Multicounty Assessing & Collecting Levy	\$12,791	\$8,162
County Assessing & Collecting Levy	\$111,706	\$71,280
Davis County School District	\$5,310,739	\$3,388,774
Kaysville	\$1,331,948	\$849,914
Weber Basin Water Conservancy District	\$170,544	\$108,824
Davis County Mosquito Abatement District	\$83,567	\$53,324
Central Davis County Sewer District	\$99,768	\$63,662
County Library	\$199,536	\$127,324
TOTAL	\$8,302,933	\$5,298,089
*NPV = net present value discounted at 3 percent		

1(c). PROJECT AREA FUNDS COLLECTION PERIOD [17C-5-303(1)(c)]

The collection period is 15 years.

1(d). PROJECTED AMOUNT OF TAX INCREMENT TO BE PAID TO OTHER TAXING ENTITIES [17C-5-303(1)(d)]**TABLE 2: INCREMENTAL PROPERTY TAX REVENUES PAID TO TAXING ENTITIES FOR 15 YEARS**

Taxing Entities	Total	NPV*
Davis County	\$392,933	\$250,730
Multicounty Assessing & Collecting Levy	\$12,791	\$8,162
County Assessing & Collecting Levy	\$111,706	\$71,280
Davis County School District	\$2,124,296	\$1,355,510
Kaysville	\$266,390	\$169,983
Weber Basin Water Conservancy District	\$68,218	\$43,530
Davis County Mosquito Abatement District	\$33,427	\$21,329
Central Davis County Sewer District	\$39,907	\$25,465
County Library	\$79,815	\$50,930
TOTAL	\$3,129,482	\$1,996,917
*NPV = net present value discounted at 3 percent.		

1(e). IF THE AREA FROM WHICH TAX INCREMENT IS COLLECTED IS LESS THAN THE ENTIRE PROJECT AREA [17C-5-303(1)(e)]

Not applicable.

1(f). THE PERCENTAGE OF TAX INCREMENT THE AGENCY IS AUTHORIZED TO RECEIVE [17C-5-303(1)(f)]

We propose the Agency is authorized to receive 60 percent of the tax increment for a period of 15 years from participating taxing entities, including Davis County, Davis County School District, Weber Basin Water Conservancy District, Davis County Mosquito Abatement District, Central Davis County Sewer District and the County Library. Kaysville City would participate at a rate of 80 percent. The projected dollar amount of increment going to the Agency would be \$5,173,451.

1(g). THE MAXIMUM CUMULATIVE DOLLAR AMOUNT OF TAX INCREMENT THE AGENCY IS AUTHORIZED TO RECEIVE FROM THE PROJECT AREA [17C-5-303(1)(g)]

The maximum dollar amount the Agency is authorized to receive is proposed to be \$10,000,000. Note that out of this amount, the Agency will have administrative expense and housing payments.

2. IF THE AGENCY RECEIVES SALES AND USE TAX REVENUE [17C-5-303(2)(a) AND (b)]

Not applicable.

3. AMOUNT OF PROJECT AREA FUNDS THE AGENCY WILL USE TO IMPLEMENT THE PROJECT AREA [17C-5-303(3)]

The Agency approximates its funds will be used as follows but reserves the right to maintain flexibility and not strictly adhere to the items listed below. All Agency funds will be used for infrastructure, economic development or administrative purposes within the Project Area. Administrative funds have been calculated based on three percent of Agency tax increment receipts annually. In addition, ten percent of Agency receipts have been set aside for housing projects. Housing funds do not need to be spent within the Project Area. The remaining funds would be generally allocated as follows:

- Main Street improvements between 200 North and 100 South, including expansion, installation of medians, intersection realignment, and traffic calming (~\$2,363,000)
- Other roadway and intersection improvements (~\$800,000)
- Beautification and landscaping (~\$250,000)
- Sidewalk expansion or realignment, trail development, etc. (~\$500,000)
- Creation of pedestrian oriented atmosphere and facilities (~\$250,000)
- Creation of public open space amenities (~\$190,000)
- Property acquisition (~\$2,000,000)
- Parking enhancements, parking structure and facilities (~\$5,000,000)
- Traffic, circulation and parking studies (~\$35,000)
- Relocation assistance for businesses and or residences (~\$350,000)
- Location assistances for businesses (~\$150,000)
- Demolition and pre-demolition environmental assessment costs (~\$20,000)
- Utility expansion, extension or upgrades (~\$250,000)
- Installation of fiber optic networks (~\$200,000)
- Facilitation of façade grant and loan programs (~\$200,000)
- Relocation of historical markers (~\$75,000)

4. THE AGENCY'S COMBINED INCREMENTAL VALUE [17C-5-303(4)]

The total incremental value in the Kaysville City Center Project Area is estimated at approximately \$76,511,400 at buildout.

The City has one additional project area in place, the Flint Street CDA, with an incremental value of \$27,715,391 in 2022.

5. THE AMOUNT OF PROJECT AREA FUNDS THAT WILL BE USED TO COVER THE COST OF ADMINISTERING THE PROJECT AREA [17C-5-303(5)]

The Agency is requesting that three percent of revenues received be set aside for administrative purposes. The projected total amount of administrative cost over the 15-year timeframe is approximately \$155,681 to the Kaysville City Redevelopment Agency and another \$17,682 to the County for administrative costs.

6. FOR PROPERTY THAT THE AGENCY OWNS AND EXPECTS TO SELL, THE EXPECTED TOTAL COST OF THE PROPERTY TO THE AGENCY AND THE EXPECTED SALE PRICE [17C-5-303(6)]

Not applicable.



KAYSVILLE CITY CENTER COMMUNITY REINVESTMENT AREA

FREQUENTLY ASKED QUESTIONS

Updated 2/12/2025

What is a Redevelopment Agency (RDA)?

A redevelopment agency is an entity authorized by the State of Utah for the purposes of implementing development goals of a community. The City Council members serve as the board members for the Kaysville Redevelopment Agency (RDA) and the Mayor serves as the Executive Director. Having our elected officials serve in this capacity ensures there is accountability to voters. In Kaysville, city staff conduct work for and on behalf of the RDA.

What do redevelopment agencies do?

The RDA focuses on development, redevelopment, programs, partnerships, and other actions that encourage, enhance, and leverage private sector investment within a particular area of a community. RDAs generally focus on redevelopment and economic development. Redevelopment encourages private investment in areas that were previously developed and need enhancement. For economic development purposes, the RDA works to increase jobs within the community and to generate additional revenues for the city.

What is a Community Reinvestment Area (CRA)?

[Utah Code Annotated, Title 17C](#) grants to community reinvestment and redevelopment agencies the duty, ability and authority to use a set of tools to promote redevelopment and economic development at selected locations in a city or county. After creating project areas and adopting project area plans for these areas, the Redevelopment Agency (RDA) will utilize Tax Increment Financing (TIF), i.e., the increase in property tax revenues associated with new development in the project area, to help with extraordinary costs of bringing about the new development. Such establishment of new project areas and commitment of this future growth in tax revenues brought on by new development only occurs in cooperation with the affected taxing entities (e.g. Davis County, Davis County School District, Kaysville City, etc.), the community, and stakeholders. Reinvesting TIF funds within the project area stimulates and enables development, or improves its quality, in ways otherwise impossible.

What is driving the Kaysville City Center initiative?

The vision for the City Center CRA is to "enrich our city center and downtown," one of five guiding principles in Kaysville's 2022 General Plan and a priority identified by residents. A drive down Main Street in Kaysville reveals areas with little to no reinvestment in several decades. The CRA could help revitalize Kaysville's city center by investing into the infrastructure in this area to help stimulate economic development and reinvestment into these areas. Stimulating economic development in our downtown area also helps keep more of our sales tax dollars in Kaysville rather than our residents spending those dollars in neighboring communities. As sales tax is a major source of revenue for cities, maintaining a strong sales tax base reduces our reliance on property taxes to fund city services. The



proposed City Center Project Area Plan outlines potential projects to revitalize Main Street and the city center, such as streetscape and public parking improvements.

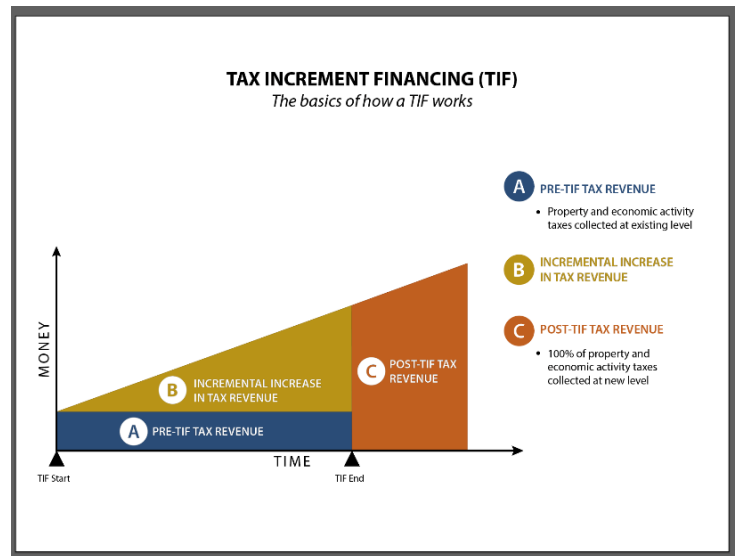
Does a CRA project area increase my property tax rate?

No. The RDA has no power to set tax rates or levy property or sales taxes, and the creation of a project area does not impact the property tax rate. Properties inside the project area will have the same tax rate after the creation of the project area as did prior to its creation. Similarly, properties across the city will have the same tax rate after the creation of a project area that they do prior to the project area being approved. The property tax rate is set by the City Council, and any adjustments to the property tax rate requires the City Council to follow the truth in taxation process outlined in state code.

What is Tax Increment Financing (TIF)?

Property tax increment is the increase in the property taxes generated in a project area above the property taxes generated in the base year defined in the project area plan. For a defined period of time, taxing entities agree to allocate a portion of the new growth of property tax revenues to the RDA. The new growth is called the “incremental increase.” The chart to the right is a good visual representation on how that works.

In very simple terms, if a property owner currently pays \$1,000 on property assessed at \$100,000 this year and the property is developed or redeveloped, those improvements will increase the property value. If the property has a new valuation of \$500,000, the property owner would then pay \$5,000 in property taxes. The \$4,000 in tax increase is called tax increment.



What is a project area?

A project area is an officially adopted area of the city that has been identified as needing RDA assistance. Project areas are based on the needs of a particular area as well as best guesses on where development will occur. A project area may include undeveloped ground or areas of the City that are blighted, aged or in need of an update.

How are project areas created?

RDAs create a project area by adopting a plan and a budget through a multi-stepped process outlined in [Utah State Code 17C Limited Purpose Local Government Entities - Community Reinvestment Agency Act](#). A project area must first go to public hearing to give the public an opportunity to express views on



the proposed plan. State law requires that all properties included in the proposed project area boundary be mailed a public hearing notice at least 30 days prior to the hearing date. After the public hearing concludes, the RDA is free to act on the adoption of the project area. If the project area is adopted, the RDA will become primarily responsible for future projects in the project area.

What is the benefit of creating a project area?

The project area creates property tax increment which can help fund improvements within the project area boundary. Typically, these improvements are also funded through the use of private investment such as developers.

What are the quick facts on the proposed [Kaysville City Center Community Reinvestment](#)?

The project area includes property on Main Street and 200 North, which is the existing commercial core of the City and is 261.5 acres in size. The project area would begin collecting increment in 2025 and continue collecting increment for 15 years. The City would defer 80% of the property tax revenues to the RDA, and the RDA is asking participating taxing entities to defer 60%. During the 15 years the taxing entities continue to receive the same amount of property tax revenues as they did prior to the CRA being established. They would also receive 40% of the increase in property tax revenues and the City would receive 20%.

What happens after a redevelopment plan and budget are adopted?

After plan and budget adoption, the RDA implements the plan as funds become available and as interested developers or property owners come forward. The RDA is required to adopt an annual implementation budget for each project area, which is done at the same time as the City adopts their budget. The RDA is also required to comply with annual audit laws and submit annual reports to the Governor's Office of Economic Opportunity.

Does the CRA affect zoning?

No, the RDA has no authority over zoning and the CRA does not change zoning. The only way zoning can be changed is through a process which includes mailing public notices and then holding a public hearing with the Planning Commission. The Planning Commission makes a recommendation on the requested zone change and sends that recommendation to the City Council. The City Council then makes a decision on approving or denying the request at a City Council meeting.

My property is in the project area, should I be worried?

The inclusion of property inside an RDA project area shouldn't cause concern. The RDA will not condemn your property. Selling your property is voluntary. If you are approached by a developer, realtor or anyone who wants to purchase your property, you are under no obligation to sell to them.

Will eminent domain be used to acquire property?

The use of eminent domain is regulated by state code and will not be used by the RDA. The Kaysville City Center Community Reinvestment Project Area Plan states: The Agency may acquire property by



negotiation, gift, devise, exchange, purchase, or other lawful method, but not by eminent domain (condemnation) unless from an Agency board member or officer with their consent. This means the only way eminent domain could be used is if the property were owned by the Mayor or a City Council Member, and only if they agreed to the RDA using eminent domain.

What happens after a project area plan and budget are adopted?

After plan and budget adoption, the RDA may negotiate participation agreements with a developer, business or property owner on a case by case basis. Participation agreements may assist with removal of development impediments like cleaning up contaminated property, demolition costs, construction of utilities or other items.

Do project areas or TIF take away money from other taxing entities?

If a taxing entity (Davis County, Davis School District, Mosquito Abatement District, Weber Basin Water Conservancy District, etc.) chooses to participate, they enter into an interlocal agreement with the RDA. The taxing entity is held harmless and receives the same amount of property tax revenues after the project area is created as they do before it was created. Taxing entities generally choose to participate because when a project area expires, the reinvestment made within a project area brings additional property tax revenues with new construction or buildings that are renovated. This causes the property valuation to increase and in turn, property tax revenues increase.

What is the City's vision with the CRA? What is driving this initiative?

Public input for the 2022 General Plan resulted in five guiding principles, one of which is to enrich our city center and downtown. When driving on Main Street or 200 North, it's clear that certain areas have seen little to no reinvestment in several decades. The CRA could help revitalize Kaysville's city center by investing in infrastructure to stimulate economic development and reinvestment. Stimulating economic development in our downtown area helps keep sales tax dollars in Kaysville rather than our residents spending those dollars in neighboring communities. Sales tax is a major source of revenue for cities, and maintaining a strong sales tax base helps us be less dependent on property taxes to fund city services. The proposed City Center Project Area Plan outlines some of the types of projects that could potentially be undertaken to help stimulate revitalization of the Main Street and city center area (e.g., potential streetscape or public parking improvements, etc.).

I've never heard of Community Reinvestment Area (CRA) or Tax Increment Financing (TIF). Has this been done before in Kaysville or neighboring cities?

TIF/CRA's have been used as a tool to stimulate economic development among cities throughout Utah since the 1970s. Most every city in Davis County has at least one CRA project area, including Bountiful, Centerville, Clearfield, Farmington, Fruit Heights, [Kaysville](#), Layton, North Salt Lake, Woods Cross, Syracuse, West Bountiful, and West Point. The Governor's Office of Economic Opportunity houses all the annual reporting required for RDAs, and as current shows [635 reports](#).



Kaysville established its first CRA project in 2013 (Flint Street Community Development Project), which helped construct infrastructure improvements on Flint Street and around what is now the Smith's Marketplace. Smith's is not only a convenient place for many Kaysville residents to shop but is also the highest paying sales tax provider in Kaysville.

Where does the money come from with a TIF/CRA?

A TIF/CRA does not raise property taxes. It simply allows taxing entities to voluntarily redirect *new* property tax revenues to be reinvested in CRA projects. For example, the Kaysville City Flint Street Community Development Project was established in 2013 for the property at the northwest corner of 200 North and Flint Street (now Smith's Marketplace). The property was an undeveloped field in 2013 and was paying approximately \$37,000 per year in property tax. After the Smith's Marketplace development was complete, the property value and tax assessment of that property increased significantly. The property owner/developer went from paying \$37,000 per year when the property was a field to approximately \$137,000 per year in property tax *only* because the property was developed. The RDA captured this tax increment of approximately \$100,000 which was used for infrastructure improvements, including widening Flint Street, installing sidewalks, streetlights, etc. The reinvestment of these TIF dollars into infrastructure enabled the development to occur and/or improved the quality of the development in ways that likely would not have been possible without the infusion of TIF.

I heard funding comes from risky loans lending institutions are required to issue. Is this true?

No, this is not true. TIF funds come from future growth of property taxes. Unfortunately, misinformation has been distributed in the community referencing a federal banking regulation from the 1970's titled "Community Reinvestment Act." This federal banking regulation has absolutely no relationship with State's statute titled "[Community Reinvestment Agency Act](#)," which is an economic development tool granted to local governments by the Utah State Legislature. If there was any relationship or requirement for lending institutions to participate in the State's tool for CRAs, that requirement would be included in the state statute governing CRAs, which it is not.

I heard the RDA/City would be held liable for loans that default. Is this true?

No, this is not true. A lending institution cannot hold a party responsible for loan payments or default unless they are a signatory party to that loan, a cosigner or a guarantor.

What happens when the project area expires?

When a project area expires, all the additional taxes created by the redevelopment revert to the taxing entities. The community benefits from the creation of revitalized, productive properties and the taxing entities get additional revenues that likely would not be as substantial without the creation of the project area and the investments made from the tax increment.



KAYSVILLE BUSINESS PARK

ARCHITECTURAL REVIEW COMMITTEE STAFF REPORT

ARC MEETING DATE: February 20, 2025

TYPE OF ITEM: Action

PRESENTED BY: Anne McNamara, Senior Planner

SUBJECT/AGENDA TITLE: Approval of signs for 352 North Flint Street

EXECUTIVE SUMMARY:

The Architectural Review Committee is responsible for approving all signs in the Kaysville Business Park. ABS Kids has submitted a building permit to install an illuminated wall sign on the western building façade on their property. Per KCC 17-33-9, wall signs are allowed to have a square footage total that is 25% of the wall area of the building. The applicant is proposing a 38.5 square foot sign which would be less than the allotted 467.5 square feet permitted by the code for a building fascia totaling 1,870 square feet.

The signs will be mounted to the side of the building and proposed sign details are:

1. ABS Kids: 38.5 ft² (3'6" x 11")

Staff has reviewed the sign plans and finds it in compliant with [KCC 17-33 Sign Regulations](#) and the [Kaysville Business Park Development Guide](#).

Committee Options:

1. Approve the signs for 352 North Flint Street.
2. Deny the application for the signs.

Recommended Option: Option 1, approval of the signs for 352 North Flint Street.

Fiscal impact: Building permit fees.

Attachments:

1. Sign Plans 352 North Flint Street

S1.) WEST ELEVATION
FRONT LIT CHANNEL LETTERS

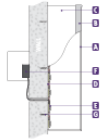
ALLIED TO MANUFACTURE & INSTALL
QTY (1) SET OF FRONT LIT CHANNEL LETTERS

- FACES:** 3/16" Trans White Plex w. Applied Vinyl
 - VINYL:** Vinyl to Match V1 - V3
- TRIMCAP:** 1" Black Trimcap
- RETURNS:** 3" .040 Black Aluminum
- BACKS:** .063 Aluminum Black Color
- ILLUMINATION:** White LED's
- POWER SUPPLY:** Remote Housed in Power Supply Box
- MOUNTING:** Flush to Facade

- Visible Disconnect Switch at Sign
- 120V Service Supplied by Others

POWER REQUIREMENTS:
(1) 20 AMP Circuit / 120 Volts

VINYL SCHEDULE	
V1:	3M Intense Blue 3630-127
V2:	3M Brilliant Green 3630-106
V3:	3M Saffron Blue 3630-187



SIDE DETAIL - FRONT LIT CHANNEL LETTERS
Not to Scale

ACCURATE FIELD SURVEY REQUIRED
PRIOR TO FABRICATION



CHANNEL LETTERS: 38.5 SQ. FT.
SCALE: 1" = 1'-0"



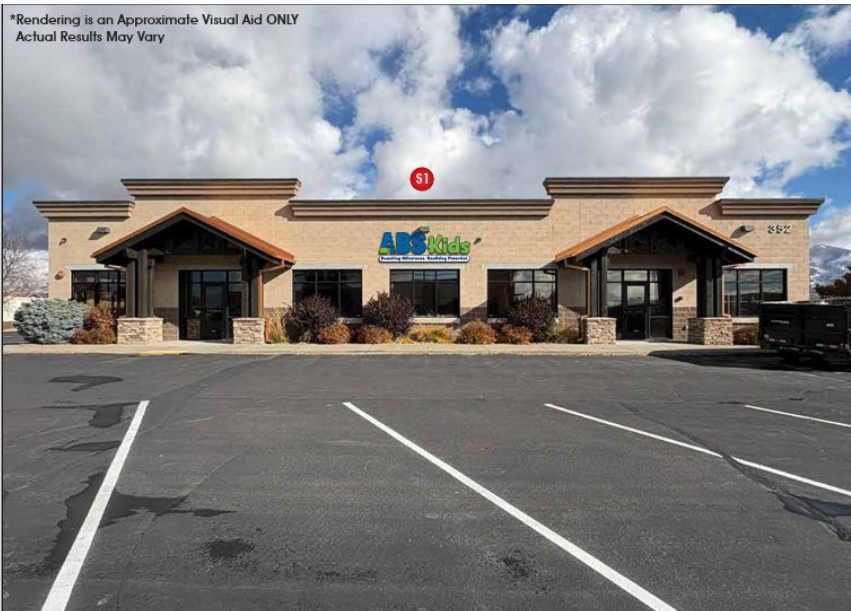
NIGHT VIEW
Not in Scale



EXISTING CONDITIONS
Not in Scale

SQUARE FOOTAGE BREAKDOWN
FASCIA: 20'-0" x 93'-6" = 1,870 sq. ft.
CODE ALLOTMENT (25%) = 467.5 sq. ft.
PROPOSED SIGNAGE: 38.5 sq. ft.

*Rendering is an Approximate Visual Aid ONLY
Actual Results May Vary



WEST ELEVATION
Not in Scale