



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, December 7, 2017, starting at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

CITY COUNCIL MEETING

The agenda shall be as follows:

1. Opening – Council Member Chris Snell.
2. Business Spotlight.
3. Youth City Council Presentation.
4. Presentation of Kaysville University Certificates.
5. Call to the Public.
6. Declaration of any Conflicts of Interest.
7. Preliminary and Final Plat Approval of Baer Creek Hollow Subdivision Amended at 1643 South 150 West – Spencer Prince.
8. Preliminary and Final Plat Approval of Whisper Creek PUD Subdivision at 689 South 550 East – David Whitaker.
9. Consideration of a requested easement to locate a gas line on City property at approximately 650 West Old Mill Lane. – Dominion Energy.
10. Professional Services Agreement with CRS Engineers for the Design of the 200 North Bridge Repair Project.
11. Consideration of a Resolution Amending the Kaysville City Consolidation Fee Schedule Related To The Restructuring and Revision of Electric Utility Rates.
12. Consideration of a Resolution Defining the Metering and Billing of Solar Customers of the Kaysville City Electric Utility.
13. Consideration of Renewal of Better City Contract.
14. Road Fee Public Engagement Plan.
15. Consideration to cancel the December 21, 2017 City Council meeting.
16. Minutes.
17. Calendar.
18. Council Member Reports.
19. Consideration of Closed Meeting Pursuant to Utah Code Annotated §52-4-205 (d) strategy session to discuss the purchase, exchange, or lease of real property.
20. 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.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on December 4, 2017.

Maria T. Devereux



City Council Staff Report

Baer Creek Hollow Cluster Subdivision Amended Preliminary and Final Plat Approval December 7, 2017

Applicant/Owner: Spencer Prince
Location: 1643 South 150 West
Zone: R-1-20 (Single Family Residential)

Description:

Several years ago the Baer Creek Hollow subdivision was approved and constructed with two large flag lots platted at the end of a private cul-de-sac road. The current owners of those lots have agreed to a lot line adjustment taking about 0.4 acres from lot 6 and adding it to lot 5. Lot 6 has an existing home that will remain in compliance with all setback requirements and lot 5 is planning to build a home in the near future. The utilities and street improvements for these lots were installed with the original subdivision and the amended lots are in compliance with the zoning requirements.

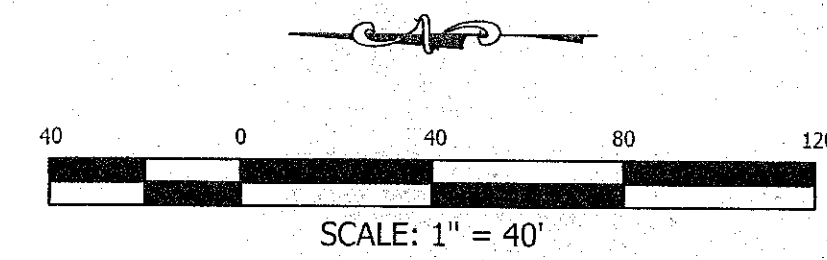
Recommendation:

The Planning Commission reviewed this project and unanimously recommended approval of the preliminary and final plat for the Baer Creek Hollow Subdivision Amended.

Attachment 1: Area Map
Attachment 2: Plat

BAER CREEK HOLLOW CLUSTER SUBDIVISION AMENDED

AMENDING LOTS 5 & 6 OF BAER CREEK HOLLOW CLUSTER SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10,
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH
OCTOBER 2017



LEGEND

PROPERTY LINE	---
ADJACENT PROPERTY	---
ROAD CENTERLINE	---
SECTION LINE	---
TIE TO MONUMENT	---
EASEMENT LINE	---
EDGE OF PAVEMENT	---
CURB, GUTTER, SIDEWALK	---
CHAIN LINK FENCE LINE	---
WALL	---
RECORD CALLS ()	
SET 5/8" REBAR WITH H&A ENTELLUS CAP, LS #166385, AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND PROPERTY MARKER (AS NOTED)	○

SURVEYOR'S CERTIFICATE

I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 166385 AS PRESCRIBED
UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE
OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED
HEREWITH AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE
KNOWN AS BAER CREEK HOLLOW CLUSTER SUBDIVISION AMENDED AND THAT SAME HAS BEEN
CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.

PRELIMINARY

VON R. HILL, P.L.S. UT #166385

DATE

BOUNDARY DESCRIPTION

LOTS 5 AND 6, BAER CREEK HOLLOW CLUSTER SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN KAYSVILLE
CITY, DAVIS COUNTY, UTAH.

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND
SUBDIVIDE THE SAME INTO LOTS AS SHOWN ON THIS PLAT, AND NAME SAID BAER CREEK HOLLOW
CLUSTER SUBDIVISION AMENDED AND HEREBY DEDICATE GRANT AND CONVEY TO KAYSVILLE CITY,
DAVIS COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS
EASEMENT FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE
USED FOR THE INSTALLATION, AND OPERATION OF PUBLIC UTILITY SERVICE LINE AND DRAINAGE AS
MAY BE AUTHORIZED BY KAYSVILLE CITY.

SIGNED THIS _____ DAY OF _____, 20____

BASE OF BEARING
N72° 11' 40"E
TO RADAR

CENTER OF SECTION 10
T.3N., R.1W., S.L.B.&M.

KERRYBROOK ESTATES
R-120 ZONE

150 WEST

(PRIVATE STREET)

BURTON LANE

GENERAL NOTES:

1. ALL EASEMENTS SHOWN ARE TYPICAL 7.0' WIDE PUBLIC UTILITY
EASEMENTS (P.U.E.) UNLESS OTHERWISE NOTED.
2. ALL EASEMENTS FRONTING ROAD ARE 10' WIDE.
3. P.U.E. DENOTES A PUBLIC UTILITY EASEMENT AND A DRAINAGE EASEMENT.

GABE'S ACRES
R-120 ZONE

KAYSVILLE CITY COUNCIL

PRESENTED TO THE CITY COUNCIL OF KAYSVILLE, UTAH, ON THIS
_____ DAY OF _____, 20____, AT
WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

CITY RECORDER ATTEST: _____
MAYOR: _____

CITY ENGINEER'S APPROVAL

I HEREBY CERTIFY THAT I HAVE CAREFULLY INVESTIGATED THE LINE OF SURVEY OF THE
FOREGOING PLAT AND THE LEGAL DESCRIPTION OF THE LAND EMBRACED THEREIN AND FIND THEM
TO BE CORRECT AND TO AGREE WITH THE LINE AND MONUMENTS ON RECORD IN THIS OFFICE.
SIGNED THIS _____ DAY OF _____, 20____.

KAYSVILLE CITY ENGINEER

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____
BY THE PLANNING COMMISSION OF KAYSVILLE
CITY,

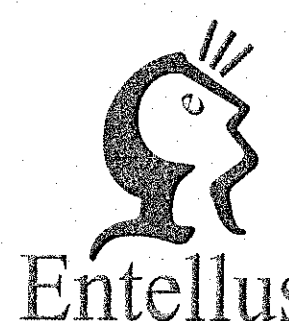
CITY ATTORNEY'S APPROVAL

APPROVED ON THIS _____ DAY OF _____, 20____.

KAYSVILLE CITY ATTORNEY

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 20____
AT _____ IN BOOK _____ OF _____
COUNTY RECORDER: _____
BY: _____ DEPUTY



181 North 200 West, Suite #4
Bountiful, UT 84010
Phone 801.298.2236
www.Entellus.com

PROJECT #1572001 11/9/2017 JH

Baer Creek Hollow Amended





City Council Staff Report

Whisper Creek PUD Subdivision Preliminary and Final Plat Approval December 7, 2017

Applicant/Owner: David Whitaker
Location: 689 South 550 East
Zone: R-1-8 (Single Family Residential)

Description:

Several weeks ago the City approved a request for an assisted living center at about 680 South Main Street. At that time it was indicated that the remainder of the property would be subdivided into residential building lots. This project is that subdivision.

The request is to create seven lots, including the existing home, on a private lane. While the lots all well exceed the R-1-8 zoning requirements, Staff is concerned with the proposed private lane. The lane is proposed to connect 550 East Street to Whisper Creek Drive, with a 34 foot wide surface and a gate in the middle with turn around areas on each side of the gate. This is proposed to address the concerns of the residents regarding traffic.

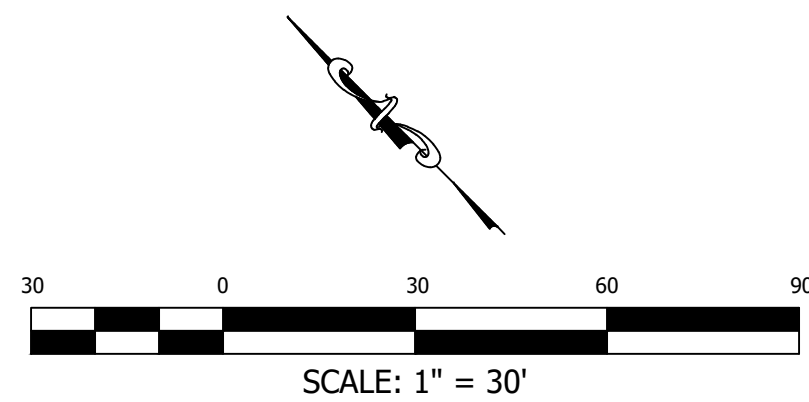
The City Fire Department has expressed concern with this proposal and would much prefer an unobstructed public street in this location. The City engineering department agrees that the road should be a public street with no gate. They do not believe that traffic will exceed acceptable rates in this area. The roads were clearly planned to be connected when the adjacent subdivisions were constructed and the City's policy is to provide as much connectivity as reasonable in the street patterns.

Recommendation:

The Planning Commission reviewed this proposal and agreed that having a gated road was acceptable in this location. The Planning Commission unanimously recommended to approve the preliminary and final plat for the Whisper Creek PUD Subdivision as proposed with the provision that the location of the gate may be modified to help alleviate the concerns of the fire department.

Attachment 1: Area Map
Attachment 2: Plat

NORTH QUARTER CORNER
-SECTION 2, T3N, R1W, SLB&M
FOUND BRASS CAP MONUMENT



PROPERTY LINE	_____
ADJACENT PROPERTY	_____
INTERIOR PROPERTY LINE	_____
ROAD CENTERLINE	_____
TIE TO MONUMENT	_____
EASEMENT LINE	_____
RECORD CALLS ()	
SET 5/8" REBAR WITH H&A ENTULLUS CAP, LS #166385, AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND PROPERTY MARKER (AS NOTED)	○

I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 166385 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS WHISPER CREEK PUD AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.

VON R. HILL, P.L.S. UT #166385

DATE _____

X

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO PRIVATE LOTS, HEREFTER TO BE KNOWN AS WHISPER CREEK PUD, DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, INCLUDING STREETS AND EASEMENTS, AND DO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENT OR OTHER ENCUMBRANCE WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREETS AND SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____,
20____.

[illegible]

XXXXXXXXXXXXXXXXXXXX

APPROVED BY HAIGHTS CREEK IRRIGATION, THIS
DAY OF _____, 20____

DISTRICT MANAGER

APPROVED ON THIS _____ DAY OF _____
20_____, BY THE CENTRAL DAVIS SEWER DISTRICT.

BY:

APPROVED THIS _____ DAY OF _____, 20____, BY _____
KAYSVILLE CITY.

CITY RECORDER ATTEST: _____
MAYOR: _____

APPROVED BY THE KAYSVILLE CITY ENGINEER, THIS _____ DAY OF _____, 20____.

KAYSVILLE CITY ENGINEER

APPROVED BY THE PLANNING COMMISSION OF KAYSVILLE CITY,
THIS DAY OF , 20 .

CHAIRMAN

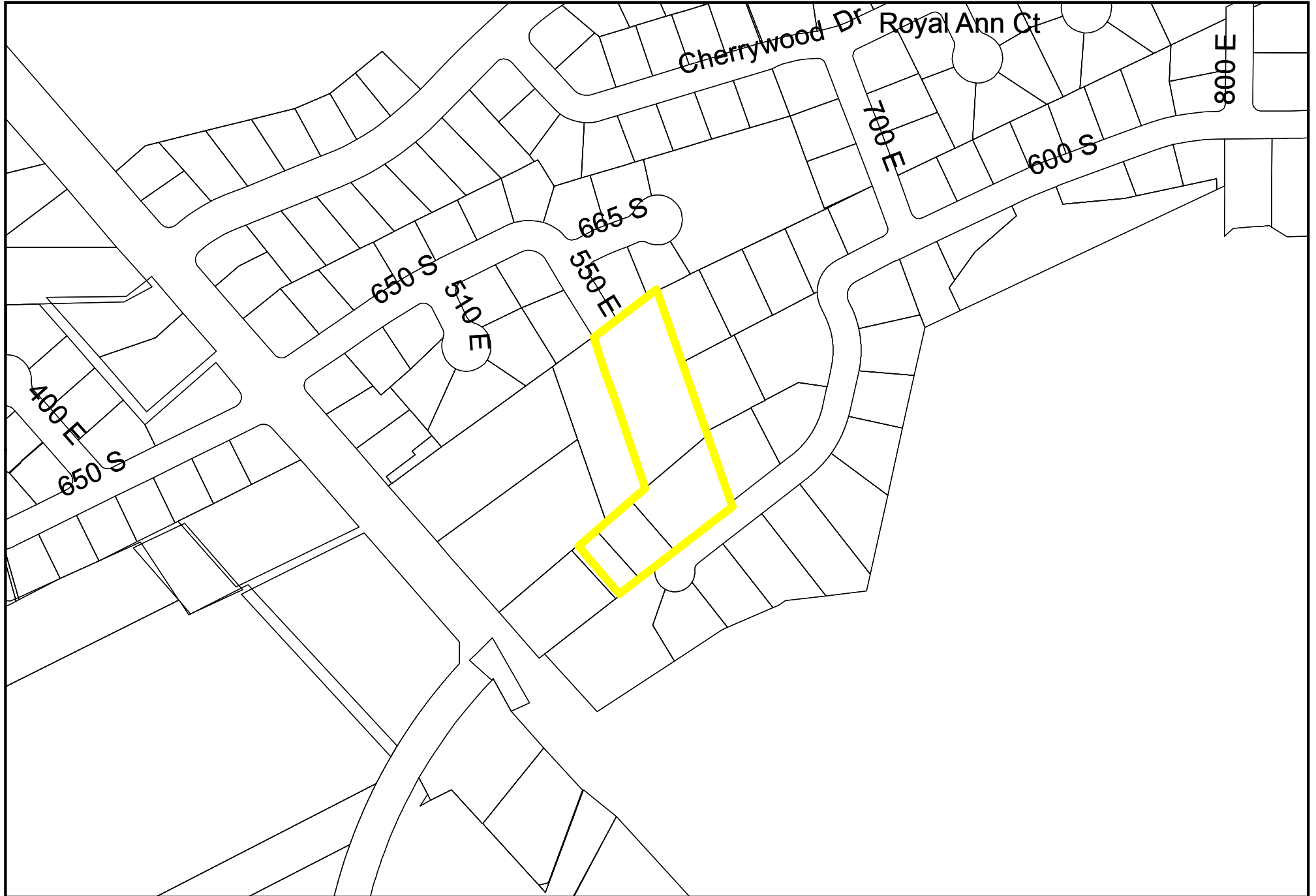
APPROVED ON THIS _____ DAY OF _____, 20____, BY THE
KAYSVILLE CITY ATTORNEY.

KAYSVILLE CITY ATTORNEY

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 20____
AT _____ IN BOOK _____ OF _____
COUNTY RECORDER: _____
BY: _____
DEPUTY _____



Whisper Creek PUD Subdivision





City Council Staff Report

Granting an Easement to Dominion Energy for locating a gas line on City Property at Approximately 650 West Old Mill Lane

December 7, 2017

Description:

Dominion Energy is completing the route and design for the pipeline replacement project as it comes through Kaysville City. Much of the pipeline replacement work will take place within existing easements or as an entity with an existing franchise agreement within the public right of way. Where the railway meets Old Mill Lane it will be necessary for the lines to route outside of the right of way to circumvent the rail crossing.

Dominion Energy has extended an offer to Kaysville City in the amount of \$11,500 to obtain an easement on the City's property at the Operations Center along the street right of way. This easement would be 30 ft. deep for a stretch of 161 ft. along Old Mill Lane totaling 4,847 sq. ft. The Some comparables have been provided by Dominion Energy determining their offer amount. They have also stated that they are doing an appraisal on the property owned by the LDS church on the other side of the tracks and would be willing to match the value determined from that appraisal if it exceeds average square foot value of the \$11,500 offer.

The easement would restrict the city's ability to build in this area but would still allow for landscaping and flat work. Currently this part of the City's property is unimproved.

Recommendation:

Staff recommends that the City Council grant approval of the requested easement for the amount of \$11,500 dollars or the adjusted appraised value, whichever is greater.

- Attachment 1: Dominion Energy Easement Request Letter
- Attachment 2: Easement
- Attachment 3: Photo of requested easement area.
- Attachment 4: Aerial indicating location of easement.

Dominion Energy Utah
Property & Right-of-Way
1140 West 200 South, Salt Lake City, UT 84104
Mailing Address:
P.O. Box 45360, Salt Lake City, TX 84145-0360
DominionEnergy.com



November 17, 2017

Lyle Gibson
Kaysville City Community Development
23 East Center Street
Kaysville, UT 84037

Re: Natural Gas Pipeline Replacement Project
721 West Old Mill Lane

Dear Lyle,

As you know from previous contacts, Questar Gas Company, dba Dominion Energy Utah (Dominion) is set to begin replacing two natural gas pipeline in the Kaysville, Utah area. The new pipelines are an 8" IHP plastic pipeline and a 24" HP steel pipeline.

Due to engineering and construction issues associated with crossing I-15 and the UTA and UPRR corridors, we are looking to re-route a portion of this project in the Kaysville area. Dominion's proposal is to cross these corridors from west to east along Old Mill Lane.

In order for the proposed pipeline to cross under the rail corridor located east of the Kaysville City public works yard it is necessary for us to acquire an easement from Kaysville City as well as the LDS church, which owns the property east of the rail corridor. The proposed easement, as shown on the enclosed drawing, is located along the northerly 30.0 feet of the city property in the area east of the east gate to the city property. The total area of the proposed easement is 4,847.0 square feet (0.111 acres).

We are currently in discussions with the church concerning a similar easement on their property. An offer has been made to the church and they are currently in the process of obtaining an appraisal upon which further negotiations can be based. In order to submit an initial offer to purchase the easement I have obtained the current assessed market valuations from the Davis County Assessor of the church's property as well as three nearby commercial properties. The assessed values of these properties are shown in the enclosed table, and result in the following calculation:

<u>Easement Area</u>	<u>Average</u>	<u>Easement as</u>	<u>Easement value</u>
	<u>Square foot value</u>	<u>% of Fee</u>	
4,847 square feet X	\$3.74 =	\$18,127.78 X .50	= \$9,063.89
			=====

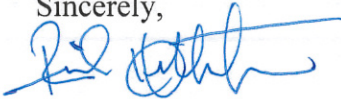
Based on these values, and acknowledging that in the current real estate market assessed values may be below market conditions, **Dominion hereby offers \$11,500.00 for the easement** as shown and described on the enclosed drawing and grant document. Once we have seen the

church's appraisal, and if it comes in with higher values, we will adjust the proposed compensation.

I am also enclosing a copy of a Right-of-Way and Easement Grant document for your review. I hope this provides you with enough information to allow the city to consider the granting of this easement and allow you to proceed with your internal process.

Thanks for your assistance with this easement proposal.

Sincerely,



Rick Hellstrom
Land Agent Consultant
Western Gas Distribution
801-232-8153

enclosures

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
FL21-50(Phase 2)/Kaysville.cp

Space above for County Recorder's use
PARCEL I.D.# 11:098:0059

EASEMENT GRANT

KAYSVILLE CITY CORPORATION, a Body Corporate and Politic of the State of Utah, Grantor, does hereby convey to QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

A parcel of land located in the Southeast Quarter of Section 33, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Kaysville City, Davis County, Utah, said parcel being more particularly described as follows:

COMMENCING at the East Quarter corner of said Section 33; thence South 01°00'03" West along the East line of the Southeast quarter said Section 33 for 1373.03 feet; thence West 239.97 feet to a point on the West right-of-way line of Utah Transit Authority as defined in that certain Record of Survey (filed by Redcon AE, Inc., recorded as S97-09-0651) on file at the Salt Lake County Surveyor's Office and the POINT OF BEGINNING; thence South 51°27'20" West 158.04 feet; thence North 38°32'40" West 30.00 feet to the South line of Old Mill Lane; thence along said South line North 51°27'20" East 165.15 feet to the West right-of-way line of Utah Transit Authority; thence along said West right-of-way line South 25°12'24" East 30.83 feet to the POINT OF BEGINNING. (Contains 4,847 square feet / 0.111 acres)

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long the Facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it

the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.
3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.
4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.
5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20____.

By: _____
City Recorder

By: _____
Mayor

(SEAL)

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of _____, 20____ personally appeared before me _____, and _____ who, being duly sworn, did say that they are the Mayor and City Recorder, respectively, of KAYSVILLE CITY CORPORATION, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its City Council.

Notary Public

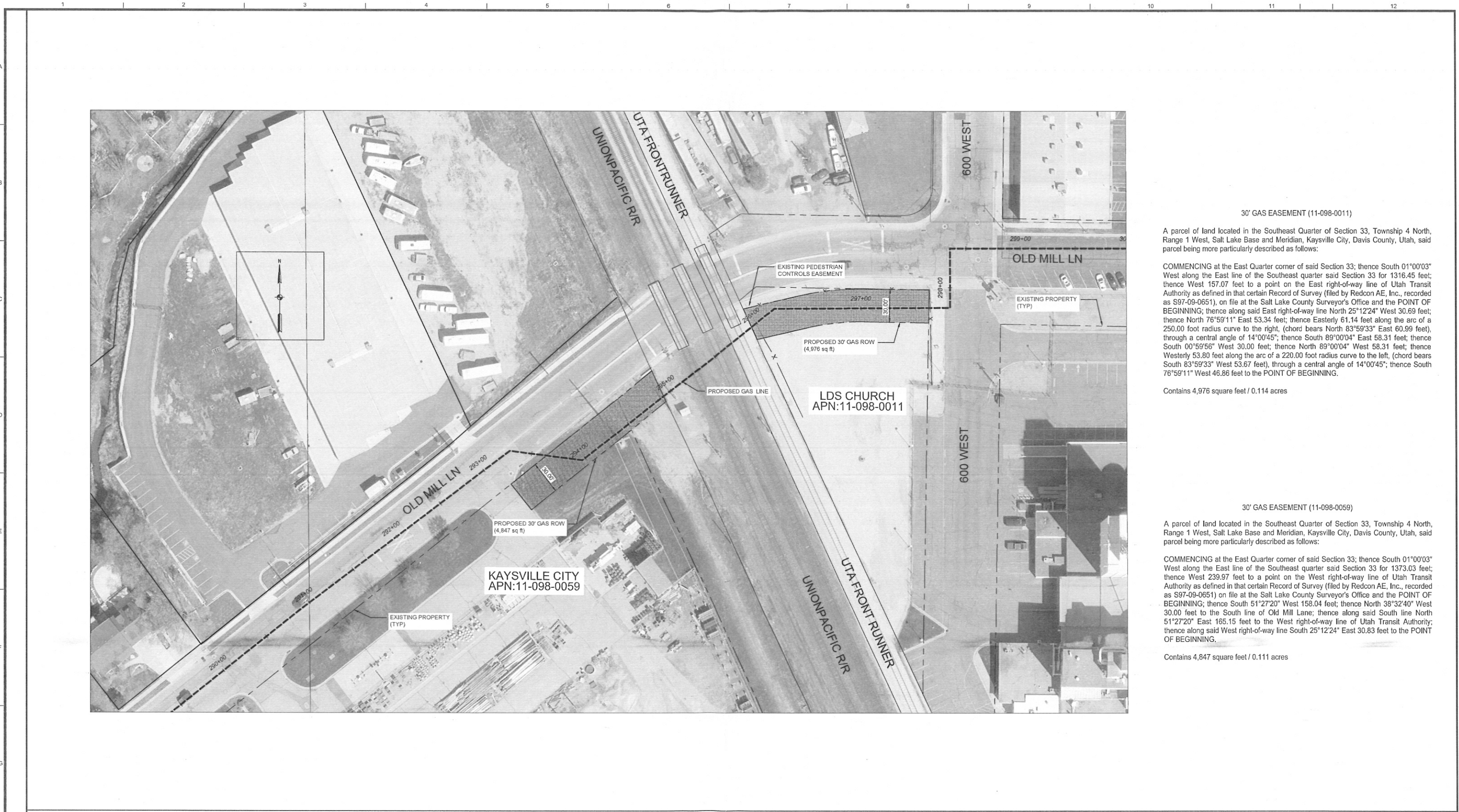
Old Mill Ln



Proposed easement area

East →
Driveway
to public
works yard

KANSVILLE CITY PROPERTY
LOOKING EAST



30' GAS EASEMENT (11-098-0011)

A parcel of land located in the Southeast Quarter of Section 33, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Kaysville City, Davis County, Utah, said parcel being more particularly described as follows:

COMMENCING at the East Quarter corner of said Section 33; thence South 01°00'03" West along the East line of the Southeast quarter said Section 33 for 1316.45 feet; thence West 157.07 feet to a point on the East right-of-way line of Utah Transit Authority as defined in that certain Record of Survey (filed by Redcon AE, Inc., recorded as S97-09-0651), on file at the Salt Lake County Surveyor's Office and the POINT OF BEGINNING; thence along said East right-of-way line North 25°12'24" West 30.69 feet; thence North 76°59'11" East 53.34 feet; thence Easterly 61.14 feet along the arc of a 250.00 foot radius curve to the right, (chord bears North 83°59'33" East 60.99 feet), through a central angle of 14°00'45"; thence South 89°00'04" East 58.31 feet; thence South 00°59'56" West 30.00 feet; thence North 89°00'04" West 58.31 feet; thence Westerly 53.80 feet along the arc of a 220.00 foot radius curve to the left, (chord bears South 83°59'33" West 53.67 feet), through a central angle of 14°00'45"; thence South 76°59'11" West 46.86 feet to the POINT OF BEGINNING.

Contains 4,976 square feet / 0.114 acres

30' GAS EASEMENT (11-098-0059)

A parcel of land located in the Southeast Quarter of Section 33, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Kaysville City, Davis County, Utah, said parcel being more particularly described as follows:

COMMENCING at the East Quarter corner of said Section 33; thence South 01°00'03" West along the East line of the Southeast quarter said Section 33 for 1373.03 feet; thence West 239.97 feet to a point on the West right-of-way line of Utah Transit Authority as defined in that certain Record of Survey (filed by Redcon AE, Inc., recorded as S97-09-0651) on file at the Salt Lake County Surveyor's Office and the POINT OF BEGINNING; thence South 51°27'20" West 158.04 feet; thence North 38°32'40" West 30.00 feet to the South line of Old Mill Lane; thence along said South line North 51°27'20" East 165.15 feet to the West right-of-way line of Utah Transit Authority; thence along said West right-of-way line South 25°12'24" East 30.83 feet to the POINT OF BEGINNING.

Contains 4,847 square feet / 0.111 acres

REFERENCE DRAWINGS			WORK ORDERS		REVISIONS					ENGINEERING RECORD				LINE NUMBER: FL-122 (FORMERLY FL21-50)								
DRAWING NUMBER	REV	DRAWING DESCRIPTION	WO NUMBER	DESCRIPTION	NO	DESCRIPTION	DATE	BY	CHECK	DRAWN BY: J. JOHNSON	FACILITY: REPLACEMENT											
			01043611	FL-21-50 REPLACEMENT PROJECT (NEW MAIN ID FL 122)						CHECKED BY: D. BROX	TITLE: ROW EXHIBIT											
										PROJECT ENGINEER: S. CLAUSEN	DESCRIPTION: OLD MILL RAILROAD CROSSING											
										SURVEYOR: PSOMAS	ADDRESS: DAVIS COUNTY											
										ENGINEERING MNGR: M. GILL												
THE INFORMATION AND CONCEPTS CONTAINED IN THIS DOCUMENT ARE CONFIDENTIAL AND THE PROPERTY OF QUESTAR AND/OR THE CLIENT IDENTIFIED. DUPLICATION OR USE OF THIS INFORMATION AND/OR CONSTRUCTION OF SYSTEMS BASED ON THIS DOCUMENT ARE STRICTLY PROHIBITED WITHOUT WRITTEN AUTHORIZATION FROM QUESTAR.										CONSTR MNGR: G. HANSEN	ROW NUMBER: N/A	CITY KAYSVILLE	COUNTY DAVIS	STATE UTAH								
												APVD FOR CONSTR.	SECTION: 33 & 34 T4 N R1 W									
													ELEVATION: N/A									
													LAT: 41.03485 LONG: -111.950093									
													SCALE: 1" = 40'									
											DRAWING NUMBER QGC-P-F122-EXH				SHEET 1 OF 1	REVISION 0						
1		2		3		4		5		6		7		8		9		10		11		12



City Council Staff Report

Professional Services Agreement with CRS Engineers for Design of the 200 North Bridge Repair Project

Description:

Several weeks ago the City settled with the insurance companies and received funds to repair the wall panels on the 200 North bridge. Staff has solicited several engineering companies requesting proposals to design the repair project. While six companies were directly contacted and the project was also advertised on the City web site, only CRS submitted a proposal. Several of the engineering companies expressed that they were either too busy or that this project was outside their areas of expertise.

CRS has assembled a team that has good experience in two-stage MSE wall construction and has proposed a phased approach to the design. The phased approach is proposed in order to accommodate the unknown factors that may arise. The first phase is to analyze the data and assure that the settlement is complete and the same problem will not occur again. This work is estimated to cost \$38,000. The second phase will be the design and bid of the repair project at a cost of about \$28,000. There is a provision in the proposal to do additional work that may be needed to assure the settlement is complete, but this would only be done if necessary and with the City's approval.

Recommendation:

Staff believes that this proposal meets the needs of the City and is a reasonable cost, therefore the Professional Service Agreement with CRS Engineers for design of the 200 North bridge repair project should be approved.

Attachment 1: Agreement



CRS ENGINEERS
Answers to Infrastructure®

PROFESSIONAL SERVICES AGREEMENT

2060 East 2100 South, Salt Lake City, Utah 84109
PH 801-359-5565 / FX 801-359-4272

KAYSVILLE CITY ("CLIENT"), HEREBY AUTHORIZES CRS CONSULTING ENGINEERS, INCORPORATED ("ENGINEER"), A UTAH CORPORATION, TO PROVIDE THE SERVICES DESCRIBED BELOW SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW.

CLIENT is a(n):	Individual ☐	Corporation ☒	Partnership ☐	Sole Proprietorship ☐
A. CLIENT INFORMATION:		B. PROJECT DESCRIPTION:		
Client Name: KAYSVILLE CITY		Project Name and Location: KAYSVILLE CITY - 200 NORTH RAILROAD BRIDGE MSE WALL (PROJECT #24585513)		
Representative: ANDY THOMPSON		Estimated Begin/End Dates: December 1, 2018 / UNDETERMINED		
Address: 23 EAST CENTER STREET KAYSVILLE, UT 84037		CRS Project No.:		
Phone:				

C. ENGINEER'S SERVICES:

ENGINEER shall provide the services set forth below or within the Scope of Services attached hereto and by this reference made a part hereof. Services not expressly set forth below or within attached Scope of Services or otherwise incidental to or implicit in those services, as determined solely by ENGINEER, are not a service of ENGINEER.

Description of Services: Engineering services to provide in—place analysis, mitigation design and construction observation support for the distressed MSE Wall located at the bridge of 200 North, Kaysville UT. Detailed Scope of Services are attached hereto and marked Exhibit A.

D. COMPENSATION:

ENGINEER shall be compensated as described in this paragraph D and within the Scope of Services attached hereto and by this reference made a part hereof, and Article 1 herein. CLIENT shall pay a retainer fee of \$ n/a prior to commencement of ENGINEER'S services. Said fee shall be applied to the final invoice for services provided hereunder. In the event there is conflict between the compensation provision of this paragraph D and the Scope of Services, this paragraph D and Article 1 herein shall control.

TIME AND MATERIALS PROJECT BASED UPON THE SERVICES AS REQUESTED BY CLIENT. Services will be billed according to the fee Schedule attached hereto and marked Exhibit B.

HAVING READ, UNDERSTOOD AND AGREED TO THE FOREGOING, **AND THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF**, CLIENT AND ENGINEER, BY AND THROUGH THEIR AUTHORIZED REPRESENTATIVES, HAVE SUBSCRIBED THEIR NAMES HERETO EFFECTIVE THE LAST DATE APPEARING BELOW.

KAYSVILLE CITY

CRS CONSULTING ENGINEERS INCORPORATED

Authorized Signature

By (print):

Title (print):

Date:

Authorized Signature

By (print): Matt Hirst

Title (print): President

Date:



ARTICLE 1. COMPENSATION

- 1.1 **Reimbursable Expenses.** Reimbursable expenses include all expenditures made by or on behalf of ENGINEER in performing its services hereunder and in the interest of the project.
- 1.2 **Progress Payments.** CLIENT will be invoiced at the end of the first calendar month following the effective date of this Agreement and at the end of each calendar month thereafter. Invoices shall reflect billing for work performed by ENGINEER during the month invoiced. Payment on an invoice is due upon receipt of the invoice by CLIENT. Payments via credit card will only be accepted for the specified amount **including** the processing fee of 3.25% incurred by ENGINEER from the credit card company. In the event of a dispute regarding an invoice, CLIENT shall pay all undisputed amounts as per this Article and disputed amounts shall be reserved for resolution.
- 1.3 **Late Payment/Collection.** ENGINEER may assess a carrying charge of 1.5 percent per month on progress payments not made within thirty (30) days of the date of invoice, which charge CLIENT warrants will be paid on demand. ENGINEER may, in its sole discretion and without notice, suspend or terminate its services under this Agreement should CLIENT not pay the amount invoiced within forty-five (45) days of the date of invoice. ENGINEER further reserves the right to withhold from CLIENT any instruments of ENGINEER's service, or copies thereof, developed for CLIENT under this Agreement pending payment on CLIENT's outstanding indebtedness. If it becomes necessary to refer the account to a collection agency CLIENT agree to pay all costs, not limited to, attorney's fees, court costs, costs of preparing documents for court and collection agency fees, whether incurred by filing a lawsuit or otherwise.
- 1.4 **Estimates of Compensation.** Estimates of ENGINEER'S compensation or fee where surveying services are to be provided only represent ENGINEER's opinion given the then existing information and circumstances and are not binding upon ENGINEER. Actual compensation or fee for surveying services may vary substantially depending upon conditions beyond ENGINEER's knowledge or control, including but not limited to adverse weather, lack of adequate monumentation or control, and/or site conditions.

ARTICLE 2. SPECIAL TERMS AND CONDITIONS

- 2.1 **Additional Services.** Services not expressly or implicitly included with those herein specified, as determined by ENGINEER, are not covered by this Agreement. Such services may be provided only upon the execution of an amendment in compliance with this Agreement.
- 2.2 **Construction Estimates.** Estimates of construction cost, material quantities and construction time estimates provided by ENGINEER under this Agreement represent its opinion and are subject to change and are contingent upon factors over which ENGINEER has no control. ENGINEER makes no warranty, express or implied, as to the accuracy of such estimates.
- 2.3 **Construction Services.** Except as may be expressly provided by this Agreement, CLIENT recognizes that ENGINEER's compensation for any services rendered during construction contemplates one (1) construction contract being let and construction completion within the time period set forth herein. Should the period for construction be exceeded through no fault of ENGINEER or more than one (1) construction contract be let, ENGINEER's compensation shall be increased for services rendered in relation to such additional contract(s) or beyond said time period. ENGINEER is not responsible for the means, methods or sequences of construction nor for the safety of workers or others at the construction site. Construction review services are neither exhaustive nor continuous and consist of periodic visits to the project site intended only to determine whether construction is in general conformance with construction contract documents. ENGINEER is not responsible for the performance or non-performance of the construction contractor or its subcontractor(s).
- 2.4 **Termination.** This Agreement may be terminated by either party upon written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the party initiating the termination. This Agreement may be terminated by CLIENT upon seven (7) days written notice to ENGINEER in the event that the Project is permanently abandoned. If this Agreement is terminated through no fault of the ENGINEER, CLIENT shall pay ENGINEER for services performed and Reimbursable Expenses incurred in accordance with this Agreement and, upon request, a Termination Adjustment equaling fifteen percent (15%) of the estimated fee remaining to be earned at the time of termination to account for ENGINEER's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination. If this Agreement is terminated by CLIENT for cause, CLIENT shall pay ENGINEER for services performed and Reimbursable Expenses incurred in accordance with this Agreement.
- 2.5 **Representatives.** ENGINEER and CLIENT shall designate in writing a person authorized to act as their Representative. Said Representative shall receive and examine documents submitted by the other party and shall interpret and define policies and render decisions and authorizations promptly to prevent unreasonable delay in the progress of the Project.
- 2.6 **Prohibition Against Hiring.** During the term of this contract ENGINEER and CLIENT shall be prohibited from hiring or otherwise retaining, in any capacity, each other's personnel. This applies to employees and others under contract at any level.
- 2.7 **Limitation of Liability.** CLIENT agrees to limit the liability of ENGINEER and ENGINEER's consultants, employees and agents to CLIENT and to all contractors, subcontractors and to all other persons which may arise from or be due directly or indirectly to any strict liability, breach of contract or other duty and/or any professional or other negligent act, error and/or omission of ENGINEER and/or ENGINEER's consultants, employees or agents in connection with the performance of services for this Project, such that the total aggregate liability of ENGINEER and ENGINEER's consultants, employees and agents to those named shall not exceed the total contract value or One Hundred Thousand Dollars (\$100,000.00), whichever is the lesser total amount. For the purposes of computing the total aggregate liability to be limited hereunder, the total aggregate liability shall include the attorneys' fees and costs of litigation reasonably incurred by ENGINEER and ENGINEER's consultants, employees and agents in the defense of such claims. Said limit of liability may be increased prior to the execution of this Agreement up to ENGINEER's then effective professional liability insurance limits upon CLIENT's written request and payment of an additional fee as agreed upon by both parties.
- 2.8 **Ownership of Documents.** All plans, specifications, tracings, notes, data and other documents, including electronic media/disks, are instruments of professional service and

ENGINEER shall retain the ownership and all common law, statutory and other reserved rights, including copyright, in such data and documents. Such instruments are prepared and intended only for use as an integrated set on the particular project and for the limited purposes specified. Modification or use on other projects of such instruments of service, or copies thereof, without ENGINEER's prior express written consent shall be at CLIENT's sole risk. CLIENT shall hold harmless, indemnify and defend ENGINEER and ENGINEER's consultants, employees and agents from and against any and all claims and/or liability arising out of any such non-permissive modification or use. Final project deliverable(s) are contingent upon receipt of full payment.

- 2.9 **CLIENT Information.** ENGINEER and ENGINEER's consultants shall have the right to rely on any and all information supplied to ENGINEER or ENGINEER's consultants by or through CLIENT, and shall not have a duty to verify the accuracy of such information unless otherwise expressly agreed herein. CLIENT shall disclose information or knowledge of hazardous materials on the project site. CLIENT shall hold harmless, indemnify and defend ENGINEER and ENGINEER's consultants, employees and agents from and against any claims and/or liability related, directly or indirectly, to ENGINEER's or ENGINEER's consultant's use of or reliance upon any such information.
- 2.10 **Record Drawings.** Any Record Drawings called for herein will be developed based upon bid specifications and plans as modified by actual construction. Information related to such modifications may be provided by others, including the Construction Contractor, who is to document such modifications as part of its performance. ENGINEER may rely upon such information and is not responsible for the accuracy of such information as it affects the Record Drawings. Record Drawings serve to document substantial alterations between bid plans and actual construction and do not document minor alterations or differences.
- 2.11 **Site Access.** CLIENT shall secure rights of access for ENGINEER to all property reasonably necessary to the performance of ENGINEER's services.

ARTICLE 3. GENERAL TERMS AND CONDITIONS

- 3.1 **Applicable Law.** This Agreement shall be interpreted and enforced in and according to the laws of the State of Utah.
- 3.2 **Assignment; Subcontracting.** Neither CLIENT nor ENGINEER shall assign its interest in this Agreement without the written consent of the other, except that ENGINEER may subcontract any portion of its services without such consent. CLIENT is primarily responsible for the compensation of any person(s) providing such subcontracted services and such person(s) shall have a right of action directly against CLIENT for CLIENT'S nonpayment. This Agreement shall be binding upon and inure to the benefit of the successors, assigns or any other transferees of the signatories hereto. Except as expressly provided in this paragraph, no rights or benefits are conferred to third parties by this Agreement.
- 3.3 **Force Majeure.** Any delay or default in the performance of any obligation of either party under this Agreement resulting from any cause(s) (excluding financial inability) beyond said party's reasonable control shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligation of said party as long as performance is delayed or prevented thereby.
- 3.4 **Attorney's Fees.** In the event of CLIENT's default, CLIENT shall pay all costs incurred by ENGINEER as a result of said default, including reasonable attorney's fees, whether incurred through initiation of legal proceedings or otherwise.
- 3.5 **Severability; Waiver.** In the event any term, condition or other provision(s) or any portion thereof of this Agreement is held to be unenforceable, the remaining provisions or portions shall remain valid and binding upon the parties. One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.
- 3.6 **Amendments; Merger.** This Agreement may be amended only by written instrument expressly referring hereto and duly signed by the parties. This Agreement constitutes the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral.

ARTICLE 4. CONFIDENTIALITY

- 4.1 **Confidential Information.** Confidential Information means any information disclosed by either party to the other party, either directly or indirectly. In writing, orally, or by inspection of tangible objects (including, without limitation documents, samples, equipment, drawings, etc) that is designated as "Trade Secret", "Confidential", "Proprietary" or some similar designation, or is of such a nature or has been disclosed in such a manner that it should be obvious to the receiving party that such is claimed confidential. Confidential Information includes without limitation a disclosing party's trade secrets, know-how, intellectual property, and proprietary information.
- 4.2 **Non-Use and Non-Disclosure.** Each party agrees not to use any Confidential Information of the other party for any purpose other than intended as pertains to the Scope of Services defined herein. Each party agrees not to disclose any Confidential Information of the other party to employees or third parties except those who are required to have the information in order to complete the services as defined in the Scope of Services.



SCOPE OF SERVICES

The CRS scope of work is based on a phased approach that will be followed with milestones defined prior to proceeding the next phase.

The phases are defined as:

Phase I – Existing Data Review / Remediation Analysis / Risk Workshop

Phase II – Final Design Scheme and Bid Package

Phase III - Expanded Analysis and Solution Review

Phase IV - Intrusive Investigation, Expanded Analysis and Solution Review

Phase I – Existing Data Review / Remediation Analysis / Risk Workshop

For Phase I the basic assumption is that post construction settlement has stopped as outlined in the RFP. CRS will review the available data, reports and original design and construction data as a final check of settlement activity.

As indicated, this phase primarily assumes the walls have ceased moving and are in a stable condition. CRS will:

- Evaluate the existing data and conclusions drawn in previous work
- Evaluate existing conditions of the wall and roadway
- Evaluate the potential for existing conditions to cause additional distress such as drainage patterns, movement already realized exposure of 1st stage wall to the environment
- No additional geotechnical analysis will be performed in this phase

Data to be provided may include:

- Settlement monitoring from 2009 to 2014
- Settlement monitoring (approximately once per year) from 2014 to 2017
- Lidar mapping of the area from 2016 or 2017
- Original RFP and design level geotechnical investigation and laboratory test results
- Construction settlement monitoring
- Construction testing results of wall fill

We will collaborate within our team, the City and with the wall manufacturer, RECO, to evaluate the following:

- Approaches to removing coping at the top of the wall, if needed
- Approaches for removing precast panels from the wall
- Various approaches to attaching new and acceptable existing panels to the first stage wire frame or supported soils

We will evaluate the benefit of removing a portion of the MSE wall (likely the south west wall because of the degree of distress compared to other quadrants) by removing coping and/or MSE wall second stage panels.

Following our evaluations and removing portions of the MSE wall, we will organize and hold a risk mitigation and brainstorming workshop. At this workshop with our team and the City we will:

- Develop a list of risks that affect the remediation outcome of the walls
- Develop a list of potential solutions along with the benefits and drawbacks to each solution

From this workshop, we will as a team, determine the recommended course of action or alternative courses of action with clearly defined risks and benefits and present them to City Leadership.

Deliverables from this phase will be:

- Summary memo report of the review of previous conclusions
- Summary memo report of existing conditions
- Summary memo report of the brainstorming and risk workshop
- Summary memo report of potential solutions with recommended course of action (proceed with Phase



EXHIBIT A – Scope of Services 2017 Kaysville 200 North MSE Wall Rehabilitation

II or implement additional work involved with Phase III prior to final design)

Phase II - Final Design Scheme and Bid Package

Phase II consists of preparing a final design. The recommended solution would be designed using the selected approach to repair the wall and considering the selected type of fastening or connecting panels. Additional expected movement will be used in final determination of the final panel and connection types.

We will prepare a bid package set with final design drawings. We will perform constructability reviews during final design. Our pricing assumes a traditional design-bid-build package. If upon consultation with the City, an alternative delivery type is selected we will discuss the advantages and drawbacks associated with the level of bidding package required.

Depending on the magnitude of potential future movement, part of the solution could be to let the walls continue to settle. The final design would be developed to either leave the south west panels off that were removed for visual inspection or develop a temporary protective covering based on the length of anticipated time to achieve suitable settlement to implement the final design solution.

Phase III - Expanded Analysis and Solution Review

Phase III would be implemented under three potential conditions at the approval of the City:

- The City would like a more rigorous second opinion regarding the potential for additional movement based on existing data
- Based upon the review of data made available in Phase I, the team concludes there is evidence the movement of the wall is continuing and the magnitude of potential future movement is greater than available solutions or overall risk appetite
- If based on observations of the wall after wall panel removal conditions appear different than assumed or expected

In this phase, the primary focus beyond Phase I is to:

- Determine the likelihood of additional movement to the walls from available information through additional analysis of previously collected data.
- Determine if the wall can tolerate the additional movement from a global perspective
- Determine if new connections can be developed to accommodate for this movement
- Potentially place physical monitoring devices on the wall to better understand stress/strain and overall panel movement

This phase of work would progress in a systematic approach to quantify potential future movement without intrusive techniques such as test pits or borings.

Phase III will consist of a more extensive review and analysis of available data to predict the percentage of primary settlement that has occurred and the magnitude of expected secondary settlement, while considering the extent of available data.

Our experienced geotechnical engineer will review the initial predictions made and use available settlement data and time rate of consolidation curves to estimate the extent of settlement realized to date and adjust the model to match measured data. Once the settlement model is calibrated to the measured data, the magnitude of future settlement will be estimated at various points along the walls.

Using the estimated future settlement we will develop alternative approaches to fastening or connecting panels that would allow for the expected movement or develop an approach to allow additional consolidation to occur prior to fastening or connecting replacement wall panels.

Deliverables for this phase will be a report summarizing the results of the additional analysis and a recommendation to continue with Phase IV.



EXHIBIT A – Scope of Services 2017 Kaysville 200 North MSE Wall Rehabilitation

Phase IV - Intrusive Investigation, Expanded Analysis and Solution Review

Phase IV would be implemented under the following conditions at the approval of the City:

1. The City would like detailed analysis of existing support characteristics of the soils and of potential future movement as part of base line services.
2. Conclusions drawn from Phase I or III indicate there is potential for movement that is either:
 - a. difficult to predict with the existing data.
 - b. of a magnitude that design of repairs based on available data is at a significant risk for failure or unpredictable performance.
 - c. of a magnitude that the overall integrity of the wall is questionable or unknown.

This phase of work is similar to Phase III but would provide the benefit of additional soil consolidation data from subsurface investigations in order to:

- Determine the likelihood of additional movement to the walls.
- Determine if the Wall can tolerate the additional movement from a global perspective.
- Determine if new connections can be developed to accommodate for this movement.

The subsurface investigations would be formally developed after reviewing the data and results of analysis from the previous phases I and III. For this work, it is assumed at a minimum, investigations would include borings and test pits at each major wall quadrant of the bridge as defined in the pricing below.

The investigation will include to further define the extent of wick drain placement during construction in order to have a better estimate of the time rate of settlement at the wall edges that may be lagging behind settlement in other areas of the embankments.

The additional subsurface investigation would focus on obtaining samples of the compressible clay layers for lab testing that would improve the prediction of the magnitude and time rate of anticipated future settlement. After the re-analysis of settlement we would develop alternative approaches to fastening or connecting panels that allow for the expected movement or develop an approach to allow additional consolidation to occur prior to fastening or connecting replacement wall panels.

Alternate Bidding Approach

Because our anticipated solution includes early removal of MSE wall panels an early design package will be prepared for bidding the work. It is assumed this package would be a traditional design-bid-build contract, however a CMGC or Design-build contract may be more appropriate. CRS would develop a CMGC or progressive design-build contract that engages the contractor earlier. Alternative construction methods could have some benefits to the City that have proven to be beneficial in CMGC and progressive design-build delivery such as constructability reviews and early cost estimates. Additionally, the CRS team has team members that can provide constructability reviews as several team members are contractors who have constructed two stage MSE walls.

- CRS has not prepared a price estimate for this work. If deemed appropriate, we propose a modification to the contract be negotiated at that time.

PROJECT SCHEDULE

We understand the City would like to move forward on the repairs in a timely fashion. We would propose the following schedule by phase.

Phase I: we anticipate work for Phase I will be complete within 3 to 5 weeks of NTP

Phase II: we anticipate work for Phase II will be complete within 4 to 6 weeks of completing Phase I

If Phase III or IV are implemented we propose that the schedule be determined at that time but offer the approximate schedules below for estimation:



EXHIBIT A – Scope of Services 2017 Kaysville 200 North MSE Wall Rehabilitation

Phase III: we anticipate work for Phase III would be complete within 4 to 8 weeks NTP of the work
Phase IV: We anticipate work for Phase III would be complete within 8 to 10 weeks of NTP of the work

PROFESSIONAL SERVICES FEE

With a phased approach, it is difficult to estimate phases beyond Phase I due to the uncertainty of the scope of work to be realized. However, we understand the City needs an estimate of what the engineering costs could be for a resolution. For Phase I and Phase IV the scope of work, although it may be modified based on conditions and information reviewed are more definitive and the cost presented unlikely to require modification. For the Scope of work for Phase II and III we have made several assumptions outlined in the proposal. The probability of work requiring modification is more likely for these phases.

We estimate our services for the scope presented above to be as follows:

Phase I \$ 38,000

Cost includes design for removal of panels along a portion of the south west wall for review of existing conditions. Cost does not include removal of the wall panels. It is assumed the City would secure the services of a contractor for this work with a bid set prepared by CRS, that is included in the cost

Phase II \$ 28,000 to \$ 32,000

Phase III \$ 25,000 to \$ 30,000 (Based upon future negotiated scope with City)

Phase IV \$ 48,000 to \$ 55,000 (Based upon future negotiated scope with City)

Cost includes key assumptions that have been made regarding additional geotechnical investigation work as follows:

- 1 boring drilled to 80 feet at each wall
- Laboratory testing for each boring:
 - * Moisture content - 2 per boring (8 total)
 - * Atterberg Limits - 2 per boring (8 total)
 - * Gradation Analysis - 2 per boring (8 total)
 - * One-dimensional Consolidation Test - 2 per boring (8 total)
- 2 test pits along each wall
- Laboratory testing for each test pit:
 - * Moisture Content - 1 per test pit (8 total)
 - * Atterberg Limits - 1 per test pit (8 total)
 - * Gradation Analysis - per test pit (8 total)



EXHIBIT B - Fee Schedule
2017 Kaysville 200 North MSE Wall Rehabilitation

CLASSIFICATION	HOURLY RATE
Engineering	
Principal	\$ 185.00
Senior Project Manager II	\$ 160.00
Senior Project Manager I	\$ 140.00
Project Manager	\$ 125.00
Sr. Project Engineer	\$ 115.00
Project Engineer	\$ 100.00
Staff Engineer II	\$ 90.00
Staff Engineer I	\$ 80.00
Engineering Intern	\$ 50.00
Environmental	
Senior Project Manager	\$ 160.00
Project Manager	\$ 120.00
Environmental Specialists	\$ 90.00
Wetland Specialist	\$ 80.00
Technicians	
Senior Design Technician	\$ 90.00
Designer/Drafter II	\$ 80.00
Designer/Drafter I	\$ 70.00
GIS Specialist	\$ 75.00
Senior Inspector	\$ 115.00
Inspector III	\$ 110.00
Inspector II	\$ 90.00
Inspector I	\$ 75.00
Survey	
Survey Project Manager	\$ 115.00
Project Surveyor	\$ 100.00
Survey Coordinator	\$ 83.00
3 Man Crew	\$ 160.00
2 Man Crew	\$ 130.00
1 Man Crew	\$ 90.00
Software	
IT Consulting / Support	\$ 150.00
Clerical	
Executive Secretary	\$ 75.00
Clerical II	\$ 55.00
Clerical I	\$ 40.00

*Invoices are due and payable upon presentation. Projects are billed as work progresses.
An account becomes past due 15 days after the date of the invoice.
Projects with a duration of more than one calendar year will be subject to adjusted billing rates.*



EXHIBIT B - Fee Schedule
2017 Kaysville 200 North MSE Wall Rehabilitation

Project Partners

Shannon & Wilson: Corbett Hansen		Attached
HHA: Ken Hirschmugl	\$	195.00
Geocomp: W. Allen Marr	\$	260.00
PDA: Per-Ole Danfors	\$	135.00
RECO – Wall Manufacturer	\$	200.00

2017 FEE SCHEDULE

Fees for Professional Services

Fees for Shannon & Wilson's services are based on the actual time expended on the project, including travel, by our personnel and will be computed by multiplying the actual number of hours worked times the following rates:

Personnel

Senior Vice President	\$245.00/hr	
Vice President	\$200.00/hr	
Senior Associate	\$185.00/hr	
Associate	\$155.00/hr	
Senior Professional III	\$140.00/hr	
Senior Professional II	\$125.00/hr	
Senior Professional I	\$105.00/hr	
Professional IV	\$95.00/hr	
Professional III	\$90.00/hr	
Professional II	\$85.00/hr	
Professional I	\$75.00/hr	
	<i>Regular</i>	<i>Overtime</i>
Sr. Technician	\$98.00/hr	\$113.00/hr
Technician IV	\$84.00/hr	\$97.00/hr
Technician III	\$75.00/hr	\$87.00/hr
Technician II	\$65.00/hr	\$75.00/hr
Technician I	\$58.00/hr	\$67.00/hr
Sr. Drafter	\$100.00/hr	\$115.00/hr
Drafter III, IV	\$90.00/hr	\$103.00/hr
Drafter I, II	\$75.00/hr	\$87.00/hr
Administrative III/IV	\$85.00/hr	\$98.00/hr
Administrative I/II	\$65.00/hr	\$75.00/hr

The hourly rates for the services of our staff will be doubled for time spent actually providing expert testimony.

Subcontractors

Shannon & Wilson may employ subcontractors as necessary to assist in furnishing its services. Examples include, but are not limited to, drillers, excavating companies, and laboratories. Subcontractor fees will be invoiced at cost plus 15 percent.

Reimbursable Expenses

Expenses other than salary costs that are directly attributable to our professional services will be invoiced at our cost. Examples include, but are not limited to, expenses for out-of-town travel and living, information processing equipment, instrumentation and field equipment rental, special fees and permits, premiums for additional or special insurance where required, long distance telephone charges, local mileage and parking, use of rental vehicles, taxi, reproduction, local and out-of-town delivery service, express mail, photographs, laboratory equipment fees, shipping charges and supplies. The exception is for field and laboratory testing, as noted on the attached pages, which will be invoiced at the unit rates indicated.

Field Equipment

Nuclear Density Gauge.....	\$30.00/day
Vehicle (25 miles or less from S&W office)	\$35.00/day
Vehicle (on call basis or over 25 miles from office)	Per Federal Mileage Rate
Sample Jars (4 oz. soil)	\$20.00/box or \$1.50/ea.
Brass Tubes	\$8.00/ea.
Hand Boring Kit.....	\$50.00/day
Large Plastic Bags	\$1.00/ea.
Resistivity Meter	\$75.00/day
Generator	\$50.00/day
Water Level Indicator.....	\$25.00/day; \$50.00/week; \$150.00/month
Vibrating Wire Piezometer (VWP) Readout	\$25.00/day; \$50.00/week; \$150.00/month
Submersible Water Level Datalogger	\$60.00/day; \$160.00/week; \$490.00/month
Downhole Barometric Pressure Datalogger	Included with Water Level Datalogger Rental
Single-channel VWP Datalogger	\$60.00/day; \$160.00/week; \$490.00/month
Inclinometer Probe and Readout	\$100.00/day; \$400.00/week; \$1200.00/month
Sondex Extensometer Readout	\$50.00/day; \$200.00/week; \$600.00/month

Laboratory Testing

Sample Storage (after completion of report for studies or first month for testing)

Minimum Storage Fee.....	\$30.00/month
Each Box or Tube	\$5.00/month
Each Bag/Bucket Sample	\$10.00/month

Soil, Rock and Aggregate Testing

Classification

Description and Identification of Soils, Visual-Manual Procedure

(ASTM D 2488)	\$12.00/ea.
Water Content by Oven (ASTM D 2216)	\$9.00/ea.

Unit Weight of Extruded Tube Sample (ASTM D 2937)	\$33.00/ea.
---	-------------

Atterberg Limits

Liquid Limit, Plastic Limit, and Plasticity Index (ASTM D 4318)

One Point Method	\$71.00/ea.
Three Point Method	\$100.00/ea.

Particle Size Analysis

Sieve Analysis Only (ASTM D 6913).....	\$100.00/ea.
Hydrometer Analysis Only (ASTM D 422)	\$122.00/ea.
Combined Analysis (ASTM D 422)	

(Hydrometer Analysis on material finer than No. 10 Sieve unless otherwise specified)

Soil Material Finer than No. 200 Sieve (ASTM D 1140)	\$48.00/ea.
--	-------------

Sieve Analysis Surcharges for Large Particle Sizes

1.5"- 3" maximum size	\$30.00/ea.
Greater than 3" maximum size	Hourly Technical Rate

Laboratory Testing (continued)

Aggregate Sieve Analysis (ASTM C 136 and C 117)	\$114.00/ea.
Aggregate Sieve Analysis – Fines exceeding 15%	\$148.00/ea.

Moisture Density Relationship of Soils

(ASTM D 698, Standard Proctor)

Method A & B	\$190.00/ea.
Method C	\$235.00/ea.
One-Point Check	\$57.00/ea.

(ASTM D 1557, Modified Proctor)

Method A & B	\$210.00/ea.
Method C	\$260.00/ea.
One-Point Check	\$68.00/ea.

Surcharge for Cohesive Samples	\$90.00
--------------------------------------	---------

Miscellaneous Soil Tests

Specific Gravity and Absorption (coarse aggregate) (ASTM C 127)	\$76.00/ea.
Specific Gravity and Absorption (fine aggregate) (ASTM C 128)	\$90.00/ea.
Sand Equivalency Value (ASTM D 2419)	\$99.00/ea.
One-Dimensional Swell Test (ASTM D 4546)	\$115.00/ea.
Collapse Potential of Soil (ASTM D 5333)	\$152.00/ea.
Sulfate Analysis	\$50.00/ea.
pH Test	\$50.00/ea.
Chloride Analysis	\$50.00/ea.
Resistivity Test (Lab) \$	\$50.00/ea.
Corrosion Suite	\$190.00/ea.
R-Value Test	\$450.00/ea.

Concrete, Masonry, and Asphalt Testing***Concrete***

Compression Test – Cylinder	\$18.00/ea.
Core Compression Test	\$50.00/ea.

Masonry

Mortar Compression Test	\$19.00/ea.
Grout Compression Test	\$50.00/ea.
C.M.U. Prism Compression Test	\$185.00/ea.

Asphalt

Core Density and Thickness	\$52.00/ea.
Asphalt Ignition with Gradation	\$190.00/ea.
Asphalt Ignition w/o Gradation	\$76.00/ea.
Theoretical Maximum Specific Gravity	\$99.00/ea.
Ignition Oven Calibration	\$360.00/ea.
Volumetric Testing	\$390.00/ea.
Asphalt Core Rig	\$95.00/day
Each Core	\$7.00/ea.

Please call for rates for specific projects, nonstandard testing procedures, or for testing not listed above.



Technologies to manage risk for infrastructure

Boston
Atlanta
New York
Chicago
Los Angeles

www.geocomp.com

Schedule of Professional Fees

Hourly Rates

Effective January 1, 2017

Senior Principal	Dr. W. Allen Marr	\$260
Principal	Principal	\$260
Practice Area Leader	Professional Grade 10	\$260
Senior Professionals	Professional Grade 10	\$260
Senior Professionals	Professional Grade 9	\$225
Senior Professionals	Professional Grade 8	\$175
Senior Professionals	Professional Grade 7	\$165
Staff Professionals	Professional Grade 6	\$150
Staff Professionals	Professional Grade 5	\$145
Staff Professionals	Professional Grade 4	\$125
Staff Professionals	Professional Grade 3	\$115
Staff Professionals	Professional Grade 2	\$105
Staff Professionals	Professional Grade 1	\$95
Technician	Technical Grade 4	\$98
Technician	Technical Grade 3	\$92
Technician	Technical Grade 2	\$85
Technician	Technical Grade 1	\$75
Sr. Graphics/GIS/Data	Sr. Technical Graphics	\$110
Graphics/GIS/Data	Technical Graphics	\$96
Project Support	Project Support 2	\$95
Project Support	Project Support 1	\$85

Invoices are prepared monthly for professional services rendered based on number of work hours. Direct expenses are billed at cost plus 10%. Additional charges may apply for specific equipment and materials required by the project. An overtime rate of 150% of the above rates will be applied where regulations require us to pay overtime. Payment is expected within 30 days unless we have agreed to other terms.

Terms and conditions for our professional services are provided on a separate sheet titled Geocomp Standard Terms and Conditions for Engineering, Testing and Consulting Services unless specific elements are superseded with a project-specific written contract signed by authorized representatives of the client and Geocomp Corporation or one of its affiliated companies.

RESOLUTION NO ____

A RESOLUTION AMENDING THE KAYSVILLE CITY CONSOLIDATED FEE
SCHEDULE RELATED TO THE RESTRUCTURING AND REVISION OF ELECTRIC
UTILITY RATES

WHEREAS Section 10-2-2 of the Kaysville City Code provides for rate schedules for the Kaysville Electric Utility to be revised by the City Council as deemed necessary or expedient; and

WHEREAS the Kaysville City Power Commission has thoroughly studied the Kaysville City Electric Utility Rate Structure and Rates and recommends a change to the structure and rates; and

WHEREAS the Kaysville City Council has found it advisable to revise the Electric Utility Rate Structure and Rates as recommended,

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

Effective January 1, 2018, the Kaysville Electric Utility Rates, based on monthly billing periods, shall be as follows:

Residential

Customer Service Charge (Base Amount)	\$8.00
Tier 1 – First 1,000 kWH	\$0.08613
Tier 2 – All additional kWH	\$0.09717

Small Commercial [Up to 9kW demand]

Customer Service Charge (Base Amount)	\$11.00
Tier 1 – First 1,000 kWH	\$0.08084
Tier 2 – (1001 kWH to 9,000 kWH)	\$0.05838
Tier 3 - All additional kWH	\$0.04260
No Demand Charge	

Medium Commercial [10kW to 38kW]

Customer Service Charge (Base Amount)	\$13.00
Tier 1 – First 1,000 kWH	\$0.08084
Tier 2 – (1001 kWH to 9,000 kWH)	\$0.05838
Tier 3 - All additional kWH	\$0.04260
Demand Charge Each kW over 9 kW	\$11.59

Large Commercial [39kW and greater]

Customer Service Charge (Base Amount)	\$59.00
Tier 1 – First 1,000 kWH	\$0.08084
Tier 2 – (1001 kWH to 9,000 kWH)	\$0.05838
Tier 3 - All additional kWH	\$0.04260
Demand Charge Each kW over 9kW	\$11.59
(Demand Full Cost - Effective January 1, 2019)	\$14.49

Industrial Class

Customer Service Charge (Base Amount)	\$90.00
All kWH	\$0.03338
Demand Charge Each kW	\$9.00
Demand Charges Each kW	
(Demand Full Cost - Effective January 1, 1919)	\$11.00
(Demand Full Cost - Effective January 1, 2020)	\$13.28

APPROVED and ADOPTED THIS 7TH day of December, 2017.

Steve A. Hiatt
Mayor

ATTEST:

Maria Devereux
City Recorder

RESOLUTION NO ____

A RESOLUTION DEFINING THE METERING AND BILLING OF SOLAR CUSTOMERS
OF THE KAYSVILLE CITY ELECTRIC UTILITY

WHEREAS, The Kaysville City Power Commission has studied the impact of solar customers as it relates to the Kaysville Power Department and the providing of fair and equitable rates to all Kaysville City Electric Utility customers, and

WHEREAS, the Kaysville City Power Commission recommends to the Kaysville City Council guidance on the metering and billing of solar customers of the Kaysville City Electric Utility,

NOW THEREFORE, BE IT RESOLVED BY THE KASVILLE CITY COUNCIL:

Existing Solar Customers through December 31, 2017

All existing solar customers are subject to the current Net Metering Policy as found in section 10-2-13 of the Kaysville City Code [Exhibit A] until December 31, 2033.

New Solar Customers after December 31, 2017

Until a Time of Use Rate can be established, new solar customers after December 31, 2017 will receive a credit of \$0.06608 for the net difference of energy delivered and energy received on the Kaysville Power System. A meter will be installed to allow for the calculation and the credit if applicable will be applied each billing cycle.

APPROVED and ADOPED this 7th day of December 2017.

Steve A. Hiatt
Mayor

ATTEST:

Maria Devereux
City Recorder

EXHIBIT A

NET METERING POLICY KAYSVILLE CITY CODE 10-2-13

1. **Applicability.** The Net Metering Program is available to all residential customers located within the City's current electrical service territory who:
 - a. Purchase electricity from the City under the provisions of the residential electric rate service schedule; and
 - b. Own and operate a solar, wind, or other qualified renewable generator or generators located on the customer's premises that together:
 - i. Are primarily intended to offset part or all of the customer's own electrical requirements on the premises;
 - ii. Do not exceed 15 kW in total capacity;
 - iii. Are interconnected with Kaysville City's electric system through a production meter and a net meter (two meters); and
 - iv. Operate in parallel with the City's distribution system.
2. **Definitions.** As used in this section:
 - a. "Net Energy" is the difference between the electricity supplied by the City to the customer through the City's electric distribution system and the electricity generated on the customer's premises which is fed back into the City's electric distribution system.
 - b. "Net Metering" is a method of measuring the difference between the electricity supplied by the City to the customer through the City's electric distribution system and the electricity generated on the customer's premises which is fed back into the City's electric distribution system.
3. **Special Conditions**
 - a. The customer shall pay for the net energy used in accordance with the following formula:
 - i. The customer shall pay for all electric energy supplied by the City to the customer in any billing period in excess of the amount of electric energy produced by the customer on the premises which is fed back into the City's electric distribution system during that same billing period.
 - ii. The customer shall receive a credit for all electric energy produced by the customer on the premises which is fed back into the City's electric distribution system during a billing period in excess of the amount of electric energy supplied by the City during that billing period, with such credit applied to the customer's future bills. On or before the first day of April of every year the City will pay Net Metering customers for all credits owed to them by the City at the rate calculated from the average cost that the City pays for power over the prior 12 month period (total kWh/total resource costs)(actual cost before O&M) and the customer's credit balance will be returned to zero.
 - iii. In the event the customer terminates service, the customer will be paid for any credit balance according to the provisions set forth in Subsection (3)(a)(ii).
 - b. The price for electric energy provided to, or credited to a customer participating in the Net Metering Program shall be the price charged by the City under the provisions of the electric service schedule for which the customer receives service absent this electric Net Metering Program.
 - c. The Net Metering Program billing adjustment only applies to charges for energy. Participating customers are subject to all other charges, rates, terms and conditions of the

electric service schedule under which the customer receives service except as expressly altered by this electric service Net Metering Program.

- d. The customer will release to the City all renewable energy credits (RECs), solar renewable-energy credits (S-RECs), or other renewable attributes as appropriate based on actual on-site electric generation from the Renewable Resource.
 - e. The customer shall provide, at customer's own expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the National Electric Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and any applicable local and state agencies, including any equipment deemed necessary by the City's Power Department expressly to accommodate the customer's request to qualify for this electric service Net Metering Program. The customer must first obtain written approval from the City's Power Department before the customer's on-site generating system is energized or interconnected with the City's electric system.
 - f. In order to participate in the City's Net Metering Program and to receive the benefits of this Program, the customer must first sign a Net Metering Program Interconnection and Service Agreement with the City. The Interconnection and Service Agreement allows the customer to interconnect and operate in parallel with the City's distribution system and allows the City to test and inspect the customer's system periodically to ensure the safety of electrical workers and the integrity of the City's electric distribution system. The Interconnection and Service Agreement will contain additional terms and conditions for service under this electric service Net Metering Program, including specific terms of interconnection and parallel operation with the City's electrical System.
 - g. The Net Metering Program may be adjusted or discontinued by the Kaysville City Council for any reason, at any time, without any obligation to existing participants.
4. The City shall have the right to inspect a customer's generating facility after interconnection approval is granted, at reasonable hours and with reasonable prior notice to the customer. If the City discovers that the customer's generating facility is not in compliance with the requirements of this policy, or that the customer's facility adversely affects the safety or reliability of the electric distribution system, the City may require the customer to disconnect the customer's generating facility until compliance is achieved.
 5. The City shall have the right to disconnect the customer's generating facility in the event it causes problems. The customer will have the option of correcting the problem, at which time the system will be re-inspected before beginning operation again. The customer shall be required to install a manual disconnect device as stated in the Net Metering Interconnection and Service Agreement. The disconnect shall be readily accessible to City authorized personnel.
 6. The customer shall be responsible for any damage caused by the customer's generating facility to the City's system and/or neighboring services. The customer shall be responsible for the installation and maintenance of applicable protection equipment and for any damage caused by improper application, maintenance or faulty equipment. Kaysville City shall not be liable directly or indirectly for permitting or continuing to allow an attachment or a Net Metering facility, or for the acts or omissions of the customer's generator that cause loss or injury, including death, to any third party.

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT (the "Agreement") is made and entered into this 8 day of December, 2017 (the "Effective Date") by and between the City of Kaysville, a governmental entity organized by law as a political subdivision of the State of Utah (hereinafter referred to as the "City") and Better City, a Utah LLC, a (hereinafter referred to as the "Firm").

WHEREAS, the City wishes to engage the Firm to provide the services described herein and the Firm agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted, and agreed to, the City and the Firm, intending to be legally bound, agree to the terms set forth below.

1. TERM. Commencing as of the Effective Date, and continuing until Services are completed or until the duration of the contract which is one (1) year (the "Term") unless earlier terminated pursuant to Section 6 hereof, the Firm agrees that it will provide professional consultant services to the City as specified in the Firm's proposed services.

2. DUTIES AND SERVICES. The Firm's duties and responsibilities ("Services") shall be to perform economic development work on behalf of the City, with specific scope of work items listed in Attachment A.

(a) City will assist the Firm in providing the corresponding information and data gathering that is necessary to perform the scope of Services outlined above and will do so in a timely manner.

3. CONSULTING FEE.

(a) Subject to the provisions hereof, the City shall pay the Firm accordingly:

1. A monthly fee of one thousand dollars (\$1,000) for up to twelve (12) months.
2. A success fee of twenty-thousand dollars (\$20,000) upon signing of development agreement between developer and city pertaining to the development of excess land adjacent to IHC on Main Street and 400 W.
3. A success fee of twenty-thousand dollars (\$20,000) upon signing of development agreement between developer and city pertaining to the development of vacant land south of Boondocks on Deseret Drive.
4. The Firm shall be reimbursed for any direct expenditures that are incurred while working on behalf of the City, subject to City approval before these expenditures are made. Eligible reimbursable expenditures include mileage at \$0.55/mile, meals, and report production costs such as copies, binding, and postage costs. Reimbursable expenses will be capped at one thousand dollars (\$1,000) during the Term.

In the event the Firm completes the scope of work prior to the expiration of the Term, the payment of the “success fee” and the monthly payments made up to the signing of the development agreement and the scope of work completion date, shall fulfill the contract obligation of both parties. The total fee paid to the Firm during the Term, including all monthly and milestone payments, but excluding reimbursable expenditures under paragraph 3(a)4 shall not exceed fifty-two thousand dollars (\$52,000).

(b) The Firm agrees that all Services will be rendered by employees of the Firm as independent contractors and that this Agreement does not create an employer-employee relationship between the City and the Firm. The Firm shall have no right to receive any employee benefits including, but not limited to, health and accident insurance, life insurance, sick leave and/or vacation. The Firm agrees to pay all taxes including self-employment taxes due in respect of the Consulting Fees and to indemnify the City in the event the City is required to pay any such taxes on behalf of the Firm.

(c) In addition to the payment by the City to Firm described in paragraph “a” of section 3, the Firm reserves the right to negotiate terms and conditions under which a developer successfully procured by the Firm in the City’s behalf shall compensate the Firm for the services performed by the Firm on behalf of the developer.

(d) Firm recognizes that City has been involved in economic development activities, making contacts, and recruiting firms – including but not limited to the IHC hotel site. Firm agrees that any contact made by IHC or any other developer with City before execution of this agreement shall not be subject to this agreement if the City is the procuring agent acting in an uninterrupted chain of events that results in a successful project.

4. AUTHORIZED REPRESENTATIVES. Each party shall name an individual, specified in Sections 4a and 4b, as its authorized representative for purposes of representation and notices.

(a) The City designates:
Shayne Scott
23 E Center St
Kaysville, UT 84037
sscott@kaysvillecity.com

(b) The Firm designates:
Adam Hughes
1100 Country Hills Drive, Suite 100
Ogden, UT 84403
(801)-332-9006
adam@bettercity.us

5. INDEMNIFICATION. The Firm agrees and covenants to hold harmless and indemnify the City from any claims, losses, injury, expenses and attorneys’ fees proximately caused by any negligent conduct or omissions that constitute a form of tortious behavior on the part of the Firm, its officers, employees, or agents in the execution of the work performed in accordance with this

Agreement, or which constitutes a breach of this Agreement.

The City agrees and covenants to hold harmless and indemnify the Firm from any claims, losses, injury, expenses and attorneys' fees proximately caused by any negligent conduct or omissions that constitute a form of tortious behavior on the part of the City, its officers, employees, or agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement.

5. SUCCESSORS. The Firm and City agree that the provisions of this Agreement shall be binding on heirs, permitted assigns and successors and agents.

6. TERMINATION. This Agreement may be terminated by either party upon 90 days notice to the designated representative. At the time of termination, the Firm will provide to City all work completed or in process as of the date of termination. Within 90 days of termination, City will make payment to the Firm for all authorized fees and expenses outstanding.

7. CONFIDENTIALITY OF DATA. The Firm shall treat all data that it receives from or through City, or is otherwise exposed to within the course of completing the scope of work, with the highest degree of confidentiality and in compliance with all applicable federal and state laws and regulations.

The Firm acknowledges that it may be provided or come into contact with confidential information of the City or other related parties (collectively, "City's Confidential Information"). In recognition of the foregoing, the Firm covenants and agrees that

- It will keep and maintain the City's Confidential Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure;
- It will use and disclose the City's Confidential Information solely for the purposes for which such information, or access to it, is provided, and the Firm will not use or disclose City's Confidential Information for its own purposes or for the benefit of anyone other than the City or related parties;
- It will not directly or indirectly disclose any of the City's Confidential Information to any third party, except with the City's prior written consent or as otherwise provided herein;
- It will not directly or indirectly use any of the City's Confidential Information to gain an unfair business advantage;
- It shall, upon the earlier of (i) completion of discussions between the parties or any engagement of the Firm by City, (ii) determination that it has no need for the City's Confidential Information, or (iii) at any time the City may so request, dispose of all records, electronic or otherwise (including all backup records and/or other copies thereof) regarding or including any of the City's Confidential Information that Firm may then possess or control. Disposal shall be achieved through prompt delivery of the records to the City or destruction in a manner that renders the records unreadable and undecipherable by any means. Upon any occurrence of (i), (ii), or (iii) above, the Firm shall, upon request of the City, promptly certify in writing, in a form acceptable to the City and executed by an authorized officer of the Firm, that all of City's Confidential Information has been destroyed or returned.

8. ENTIRE AGREEMENT. This Agreement contains the complete agreement and understanding of the parties hereto and supersedes any previous understandings commitments,

proposals or agreements whether oral or written and may only be modified or amended in writing or executed by authorized individuals of City and Firm.

9. JURISDICTION. This Agreement shall be governed by the laws of the State of Utah.

10. SIGNATURES.

EXECUTED as of the Effective Date.

NAME

ADAM HUGHES

By: _____
TITLE

CEO, Better City

Hereunto Duly Authorized

Attest:

City Recorder

Attachment A: Scope of Work

The proposed Scope of Work will include the following:

1. **Hotel** – Better City will recruit a hotel developer for the designated hotel site located on the excess land owned by IHC or other mutually agreed upon location. Better City will:
 - a. Collect market data necessary to recruit a reputable hotel company
 - b. Complete project pro forma
 - c. Draft an equity and debt proforma structure for the project that meets today’s market requirements
 - d. Identify potential incentives necessary to successfully attract a reputable hotel developer
***Success fee:** \$20,000 upon signing of development agreement between developer and City*
2. **Deseret Drive** – Better City will formulate a market driven plan (excluding multi-family uses) to develop the excess land south of Boondocks and recruit a developer. Better City will:
 - a. Coordinate with property owner on the sale of their property
 - b. Conduct market research to determine an appropriate use mix
 - c. Complete project pro forma
 - d. Draft conceptual site plans
 - e. Draft an equity and debt proforma structure for the project that meets today’s market requirements
 - f. Identify potential incentives necessary to successfully attract a reputable developer
***Success fee:** \$20,000 upon signing of development agreement between developer and City*



City Council Staff Report

Road Fee Public Engagement Plan December 7, 2017

Description:

Direction from the last council meeting in which we reviewed a Road Fee Proposal from Fred Philpot of Lewis, Young, Robertson, and Burningham asked staff to present a Public Engagement Plan at the next council meeting. The plan below is presented for council review.

Recommendation:

It is recommended that the city council review the following plan and add to or take away from these efforts as recommended. A reminder that we already have:

1. Spoken about this road fee in at least 3 different open meetings.
2. Included a write-up about this road fee in a previous newsletter.
3. Included an update on this potential fee in the December newsletter.

The proposed plan includes the following steps:

1. We send notices with January bills about two public meetings: An Open House and a Public Hearing.
2. **Public meeting number one:** January 10, 6:00pm – 8:00pm Open House where city staff, council members, and Fred from LYRB present options, answer questions, etc.
3. **Public meeting number two:** January 18, 6:00pm Public Hearing regarding Road Fee.
4. Social Media/Qualtrics blitzes 1-2 days before each public meeting.
5. Marquee advertisements about both public meetings.
6. Include an area on the new website by December 31 that has information on Fred's work, arguments for and against, and a place to ask questions. Then questions are asked and answered on that website for others to reference.
7. Address the Road Fee for a decision at either the January 18 city council meeting or February 1 city council meeting.

Reasoning:

It is the hope that following this plan will yield heavy participation from residents and valuable dialogue about the proposed Road Fee.



KAYSVILLE CITY COUNCIL

DRAFT

Meeting Minutes

June 15, 2017

Meeting minutes of a regular City Council meeting on June 15, 2017, at 6:30 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

Present: Mayor Hiatt, Council Member Snell, Council Member Page, Council Member Lee and Council Member Garn, Council Member Adams.

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, City Recorder Maria Devereux, Chief Sol Oberg, Brady Nowers, Brad Nye, Shane Larkin, Mike Smith, Gerald McKenzie, Melissa McIntyre, Nancy M Villamizar, Jacob Villamizar, Amy Taylor, John Russon, Shelly Russon, Hal Anderson, James Stewart Lowell Johnson, Vern Hadley, Sharon Hadley, Trent Walker, Nate Brower, Aaron Lock, Jason Jones, Lary Hardy, Randi Von Bose, Layne Hadley, Mari Hadley, Daniel Hash, Lisa Rice, Wendy Wood, Lisa Rodgers, Jacine Rodgers, Darrell Mckinnon, Damon Boward, Katie Witt Dean Wall, Ian Jensen, John Jensen, Angie Martinez, Kelly Martinez, Keith Arbor, Jill Puffer, Vinnie Figlioli, Jay Bell, Aaron Shupe, Kasey Adams, Cameron Mkinnon, Trent Bristol, Brtt Larkin, Jeff Parrish, Bryan Emery, Wade Watkins, Mary Bott, Alan Bott, Rustin Jessen, Christian Volmar, Lorene Kamalu, Mike Burch, Joy Burch, John Swan Adams, and Spencer Prince.

6:30 p.m. KAYSVILLE CITY COUNCIL PUBLIC HEARING

A Public Hearing to allow input regarding the Issuance and sale of not more than \$1,375,000 Aggregate Principal Amount of Sales Tax Revenue Bonds, Series 2017 and any potential economic impact that the project to be financed with the proceeds of the Series 2017 Bonds issued under the act may have on the private sector; and related matters.

Council Member Lee made a motion to close the Hearing, second by Council Member Garn and passed unanimously.

The meeting adjourned at 6:40 p.m.

PUBLIC HEARING

THE ADJUSTMENT OF A COMMON MUNICIPAL BOUNDARY WITH FARMINGTON CITY TO REMOVE APPROXIMATELY 0.40 ACRES OF PROPERTY FROM FARMINGTON CITY AND ANNEX IT INTO KAYSVILLE CITY.

Lyle Gibson explained that in April of 2017 the City Council approved a Resolution of Intent to consider the subject boundary adjustment wherein Kaysville City would grow by 0.38 acres by adjusting a common municipal boundary and taking a portion of excess UDOT right of way from Farmington City. Since that date staff has certified the petition to adjust the common boundary and has published notice as required by the State of Utah allowing time for affected entities to protest the request. He noted that the property is UDOT surplus which the applicant has under contract to purchase. Mr. Johnson has submitted a petition describing the reason for his interest in the property being in Kaysville City rather than Farmington City. He stated that the applicant has expressed his desire to use the subject property for residential purposes and to that end the R-1-10 (Single Family Residential) zoning district is proposed. Staff has reviewed the request and has found that the City is capable of providing services to the property.

Lyle Gibson explained that the Farmington City Council during its meeting held March 21, 2017 passed a resolution initiating the process to adjust the common boundary line as described in this application. Since this time Farmington has also completed the required noticing and held a public hearing on June 6, 2017 to make a decision on the request as to whether or not the property would be released from Farmington City. The Farmington City Council voted to deny the request because the applicant was not in attendance at their meeting while this item was being discussed. Without an understanding of what would happen with the property the Council did not feel comfortable approving the request. Discussion with Farmington City's Community Development department and City Attorney determined that it would be appropriate for Farmington City to reconsider the request at the next City Council meeting on June 20, 2017 where the applicant would be present.

Mayor Hiatt opened the Public Hearing for comment.

No comments were made.

Council Member Garn made a motion to close the Public Hearing, second by Council Member Snell and passed unanimously.

Council Member Garn made a motion to table the Municipal Boundary Adjustment with Farmington City until the next City Council meeting on July 6, 2017, second by Council Member Page.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed unanimously.

CITY COUNCIL

VOLUNTEER OF THE SEASON

Council Member Snell presented an award to Vern Hadley as Volunteer of the Season and praised his exemplary efforts within the City.

CALL TO THE PUBLIC

Mayor Hiatt opened Call to the Public and explained the public may address agenda items within a three minute period.

Dean Wall noted that he has questions about a Questar gas line. He stated that he would like clarification on the pressure within the pipe and the dimensions of the pipe.

PRELIMINARY AND FINAL PLAT FOR THE LELACHEUR FARMS SUBDIVISION

Andy Thompson explained that the applicant is requesting approval of the Lelacheur Farms Subdivision. It is a one lot subdivision plat. The property, located just south of Centennial Jr. High, is a remnant of a larger piece that requires an approved subdivision plat to allow construction of a home. The proposed lot is 40,480 sq. ft. in size which is just shy of an acre with nearly 220 ft. of frontage. The A-1 zoning district where the property is located requires a minimum of 40,000 sq. ft. per lot with a frontage of at least 100 ft.

The Planning Commission voted to forward a favorable recommendation for the preliminary and final plat of the Lelacheur Farms Subdivision as proposed. He noted that the lot as proposed meets the area and lot width requirements of the underlying zoning district.

Council Member garn made a motion to approve the Preliminary and Final Plat for the Lelacheur Farms Subdivision, second by Council Member Lee.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed unanimously.

CONSIDERATION OF THE QUESTAR GAS PIPELINE LOCATED ALONG DESERET DRIVE

Lyle Gibson, City Zoning Administrator, explained that Questar has been working on a major pipeline project installing new natural gas lines over many miles. In anticipation of this project Questar has reached out to Kaysville City informing staff of their project including its projected timeline and impact. In considering the impact the work would have on the City and its residents Questar brought up the idea of locating the new pipelines to the east of the existing lines in the subject area on the north end of Deseret Drive to reduce the impact the construction would have

on the residents in the area. He explained that the proposed alignment does not appear to create any undesired conflicts with existing utilities in the area. The parkway on the west side of the street is 20 ft. wide which currently includes 5 ft. sidewalk at back of curb and 15 ft. of unimproved land.

Dean Wall noted that he would like option to take care of the park strip and maintain it.

Kelly Martinez stated that he is in favor of moving the pipe to east side and would like the City to follow through with a noise barrier. He stated his disappointment that Tri-City hasn't followed through with their agreement to take care of the property.

DEVELOPMENT AGREEMENT AND REQUEST TO REZONE 1.53 ACRES OF PROPERTY FROM R-1-20 (SINGLE FAMILY RESIDENTIAL) TO THE LI (LIGHT INDUSTRIAL) ZONING DISTRICT.

Andy Thompson, City Engineer, explained that this item has been before the Planning Commission and City Council on multiple occasions. Most recently the item has been tabled in order to allow time for the applicant and neighboring residents to continue working through the details of a development agreement. He noted that the agreement is a product of multiple meetings between Mr. Puffer and a number of the involved neighbors and has been added to the City Council packet for the review.

Council Member Garn made a motion to approve the Development Agreement and rezone of 1.53 acres of property from r-1-20 (Single Family Residential) to the LI (Light Industrial) zoning district, second by Council Member Page.

Council Member Adams made a substitute motion to deny the rezone request, second by Council Member Lee.

The vote on the motion was as follows:

Council Member Snell, Nay
Council Member Page, Nay
Council Member Adams, Yea
Council Member Garn, Nay
Council Member Lee, Yea

The motion failed two to three.

The vote on the original motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Lee, Nay

The motion passes three to two.

COOPERATIVE AGREEMENT BETWEEN THE UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS.

Chief Larkin explained that this Cooperative Agreement is required for a Municipality to work with the State of Utah, Division of Forestry, Fire, and State Lands to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire. He explained that the agreement shall become effective on January 1, 2017 and is intended to continue for five years. He stated that upon delegation of a large fire, if it is too big for City, this entity will step in and manage the fire.

Council Member Garn made a motion to adopt the Cooperative Agreement between the Utah Division of Forestry, Fire and State Lands, second by Council Member Page.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed unanimously.

APPOINTMENT OF PLANNING COMMISSION MEMBERS

Mayor Hiatt noted that the terms of two Planning Commission members will expire on June 30, 2017. He explained that both of the Commission members, Stroh DeCaire and Matt Anderson are asking to be reappointed. He explained that his suggestion for this process would be to reappoint the two current members for a new three year term.

Council Member Page made a motion to reappoint Stroh Decaire and Matt Anderson for a new three year term on the Planning Commission, second by Council Member Garn.

Council Member Adams made a substitute motion to maintain the spirit of openness and open the process to others that may express interest, second by Council Member Lee.

Mayor Hiatt noted that the City can put a description on website and post clear expectations for the application process. He explained that had discussed this matter with the City attorney to ensure appropriate measures were taken.

Council Member Adams made an amendment to the substitute motion to deny the current process and instruct the Mayor to come back to the body with a new process, second by Council Member Lee.

The vote on the motion was as follows:

Council Member Snell, Nay
Council Member Page, Nay
Council Member Adams, Yea
Council Member Garn, Nay
Council Member Lee, Yea

The motion fails three to two.

Council Member Page made a motion to reappoint Stroh DeCaire and Matt Anderson for a new three year term on the Planning Commission, second by Council Member Garn.

The vote on the original motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Lee, Nay

The motion passes three to two.

ELECTION HANDOUT

Shayne Scott, City Manager, explained that during the Council retreat/goal planning session of January 7, 2017, there was some consensus by the elected body for a declaration of expectations on the part of those who run for office in Kaysville. This declaration would express the role of the elected member and some of the expectations of the position. The idea behind this declaration would be to inform those that run for office of the obligation and expectations that one assumes as an elected official in Kaysville City. It is recommended that the City Council review the included "Role of the Local Elected Official" sheet that has been put together by staff, mostly by Maria Devereux, City Recorder. Once reviewed and suggested changes are made, Mrs. Devereux may include this in future correspondence with those that have chosen to run in 2017 as well as those that choose to run in City elections in future years. While there is no one way to be a successful elected official, The Role of the Local Elected Official document contains definitions, meeting attendance requirements, time expectations, and many other constructive ideas about how best to serve as a local elected official.

Council Member Snell made a motion to use the election document for the current election period and future elections, second by Council Member Lee.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed unanimously.

A RESOLUTION AMENDING THE KAYSVILLE CITY BUDGETS FOR FISCAL YEAR 2017

Dean Storey, Finance Director, explained that amendments to the Kaysville City budget are needed for the FY 2017 budget.

Council Member Snell made a motion to adopt the Resolution to amend the Kaysville City Budget for Fiscal Year 2017, second by Council Member Page.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Lee, Yea

The motion passes four to one.

A RESOLUTION ADOPTING THE KAYSVILLE CITY BUDGETS FOR FISCAL YEAR 2018, ADOPTING A CONSOLIDATED FEE SCHEDULE, ADOPTING A COMPENSATION SCHEDULE FOR CITY OFFICIALS AND EMPLOYEES AND ADOPTING THE CERTIFIED TAX RATE FOR FISCAL YEAR 2018

Dean Storey, Finance Director, explained that the Uniform Fiscal Procedures Act requires Kaysville City to adopt an annual budget for each fund and stated that the Council needs to adopt the Fiscal Year 2018 Budgets including the Consolidated Fee Schedule and the Compensation Schedule for City Officials and employees as well as set a certified tax rate as part of the annual budget.

Council Member Adams expressed concern that there are other needs to evaluate, such as roads. He also stated his concern with the Public Works purchase of a new vehicle.

Council Member Snell stated that he discussed this matter with the Public Works Director and explained that the 1985 truck needs to be replaced.

Council Member Garn noted that he trusts staff to make good decisions.

Council Member Snell made a motion to adopt the Resolution of Kaysville City budgets for Fiscal Year 2018, adopting a consolidated fee schedule, adopting a compensation schedule for City officials and employees and adopting the certified tax rate for Fiscal Year 2018, second by Council Member Garn.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed four to one.

PRELIMINARY PLAT FOR THE WHISPERWOOD SUBDIVISION

Andy Thompson, City Engineer, explained that this subdivision is located at the east end of 100 North Street and is proposed as a Private Lane subdivision. The proposed development includes 5 new lots ranging in size from 9,750 sq. ft. to 12,230 sq. ft.

He noted that at the last Council meeting, the City Council reviewed this project and tabled the item. The Council expressed concern with the completion of the cul-de-sac. There were also concerns expressed about the drainage of the property and access to property to the east. He noted that a modified preliminary plat has been submitted showing a forty foot radius cul-de-sac at the end of the private road. This is the standard radius for a cul-de-sac without sidewalk. The plat also provides a 30 ft. access for the property to the east along the north edge of the property.

Andy Thompson stated that final plat approval would be dependent on the following issues being fully resolved to the City's satisfaction: access to the property to the east, storm water issues on the property, buffering of the new private lane, assuring snow removal of the private lane would not impact adjacent properties, and providing a geotechnical report as needed.

Spencer Prince stated that he made notes of concerns and comments to respond to design and planning questions that were discussed at the last Council meeting. He noted that they design to the City's standards and regulations. He addressed four major issues; 1) adding a cul-de-sac for additional turn around for traffic, 2) water runoff issues, 3) west property owner desires privacy and sound mitigation, 4) and the east property owner concerned about access to the property.

1) He explained that in regard to the cul-de-sac, his company looked into several different designs and weighed pros and cons, he noted that they feel the design presented is the best design with the best utilization of the land and best presentation for the lots. 2) In regard to the concern of water runoff, he noted that they are going to enclose the balance of the stream on the property and that will mitigate the debris from falling into the stream. He noted that they have contracted with engineering companies to perform hydrology studies, geotechnical studies for the water table on each of the lots, an Alta survey and topographical report. He noted that they have contracted with a civil engineering firm for infrastructure and water engineering. He explained they are trying to mitigate water issues in advance. In regard to the private drive and circle, he noted that this design creates an engineered water way and collection for the entire property both above and below ground. 3) In regard to privacy and sound mitigation for the property owner on the west, he suggested that they design and engineer a retaining wall that will begin at the north

east entrance to the backyard and would be carried to the beginning of the additional parking pad in that area, they will also install 6 ft. fencing on top of the retaining wall if the resident desires. If not desired they can make an alternate suggestion. 4) Regarding access to the property, his company would stub in utilities for future flag lot development. He explained that they can make sure that access to the property is not impeded.

Spencer Prince explained that they will follow the directive of the engineering companies once the studies have been completed they will know more.

Mayor Hiatt opened, Call to the Public.

Amy Taylor, adjacent property owner to the west, noted that she was surprised coming in today to find that there were more options to be discussed in regard to the cul-de-sac design. She noted that she would like an explanation and more information in regard to the cul-de-sac and future plan.

Amy Taylor explained she has a statement from her neighbor, Sue Tice stating essentially the same concerns. She noted that after further research and talking to the Fire Marshall the City's preference is 100 ft. within a cul-de-sac. She noted that there was some concern that a fire truck can make a turnaround if needed.

Council Member Garn noted that he knew there was going to be a cul-de-sac design but thought the developer was going to come back with different proposals to be considered. He is concerned about water mitigation and design.

Council Member Adams explained that he had introduced several ideas about the cul-de-sac and basin. He noted that the City does own the right of way and that the City needs to make sure that residents are not cut off from access to their property.

Mr. Briggs stated that there are going to be water issues and that water problems cannot be fixed if homes are being built in that area. He stated that there is nothing the City can do to prevent flooding and he is worried that the grate may fill up and flood the area. He explained that they may need to make this a legal issue to prevent having an easement on his property. He feels his rights are being violated. He explained he has a deep rooted family history within Kaysville. He noted that he is against the development of this property.

Council Member Garn asked if this development meets the need of all. He noted that would like to see it developed to City standards.

Council Member Adams noted Mr. Briggs should have full access to utilities.

Council Member Page made a motion to approve the Preliminary Plat for the Whisperwood Subdivision as presented with the private lane on the west side, second by Council Member Garn.

Council Member Adams made a substitute motion to table this item and review the matter further. The motion failed for lack of a second.

Sue Tice, resident, asked why the Council isn't upholding previous motions that they had made. She explained that she understood that the City Council wanted a revised plat that would address the issues and to give direction to the developer to come back with a plat that includes a City street with a cul-de-sac, she noted that the City Engineer explained this matter would go back to the Planning Commission for review. She stated that the Plat presented tonight is not significantly different and cited Municipal Code regarding 'welfare for all concerned' and Title 19 PRUD development.

Council Member Snell noted that there were four primary concerns that need to be met and feels they have been addressed. He suggested they now need to find out if the resolution to the concerns are feasible through engineering studies.

The vote on the original motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed four to one.

COUNCIL MEMBER REPORTS

Council Member Lee explained that Healthy Kaysville is being implemented and that there are many benefits to this project. She praised the efforts of volunteer Ron Zollinger. More information can be found on the website.

MINUTES

Minutes are not included in this packet.

CALENDAR ITEMS

The current calendar items are listed on the website.

ADJOURNMENT

Council Member Garn made a motion for adjournment 11:33 p.m., second by Council Member Snell and passed unanimously.

Maria T Devereux/City Recorder

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29	30	1	2
3	4	5 7pm - Power	6	7 7pm - City Council	8	9
10	11	12	13	14 7pm - Planning	15	16
17	18	19	20	21 7pm - City Council	22	23
24 Christmas Eve	25 Christmas Day City Offices Closed	26	27	28	29	30
31 New Year's Eve	1 City Offices Closed New Year's Day	2 7pm - Power	3	4 7pm - City Council	5	6

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31 New Year's Eve	1 City Offices Closed New Year's Day	2 7pm - Power	3	4 7pm - City Council	5	6
7	8	9	10	11 7pm - Planning	12	13
14	15 Martin Luther King	16	17	18 7pm - City Council	19	20
21	22	23	24	25 7pm - Planning	26	27
28	29	30	31	1 7pm - City Council	2	3

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	31	1 7pm - City Council	2	3
4	5	6 7pm - Power	7	8 7pm - Planning	9	10
11	12	13	14 Valentine's Day	15 7pm - City Council	16	17
18	19 Presidents' Day	20	21	22 7pm - Planning	23	24
25	26	27	28	1	2	3