

KAYSVILLE CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, January 18, 2018, starting at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

ASK THE COUNCIL - Q & A

Mayor Katie Witt will be available for discussion related to any topic that pertains to our community and the business of the City.

CITY COUNCIL MEETING 7:00 pm

The agenda shall be as follows:

1. **Opening**
Council Member James Hansen
2. Recognitions and Presentations
 - a. US 89 Presentation – Michael Romero.
 - b. Parks Department Report – Cole Stephens.
3. **Consent Items**
 - a. Minutes from December 21, 2017.
 - b. Minutes from January 4, 2018.
 - c. Award of bid for the 2018 Water Line Project.
 - d. Final plat approval for Hill Farms Subdivision Phase 6 at 200 North and Angel Street – Destination Homes.
4. Declaration of any Conflicts of Interest.
5. **Action Items** (each item should take approximately 5 minutes)
 - a. Agreement for the Annexation and Development of Land between Kaysville City and Frost Family Real Estate LLC at Approximately 1402 North Highway 89. –Compass Holdings Development.
 - b. A Resolution approving the acceptance of property from the Sunset Equestrian HOA along the frontage of Pioneer Park abutting Angel Street. (Resolution 18-1-5)
 - c. Approval of Substation Technician Job Description and Authorization for Hiring.
 - d. Request to rezone 4.52 acres of property at 849 and 881 South Sunset Drive from A-1 (Light Agriculture) to the R-1-LD (Single Family Low Density) zoning district, with the PRUD (Planned Residential Unit Development) overlay zone – Elisha Peterson and Jim Baggs.
 - e. Preliminary plat approval for The Peterson Subdivision at 849 and 881 South Sunset Drive – Elisha Peterson and Jim Baggs.
 - f. A Resolution declaring the necessity for and authorizing use of the right of eminent domain for acquisition of real property easement for Kaysville City purposes. (Resolution 18-1-2)
 - g. Amendment of Section 17-24-3, Yard and Structure Regulations, of Chapter 24-7 Farm Animals, Chapter 17-11, Chapter R-T, Old Kaysville Townsite Residential District, Chapter 17-12, R-1 Single Family Residential District, and Chapter 17-13, R-D Diverse Residential District, of the Revised Ordinances of Kaysville City.
6. **Work Items**
 - a. Fiber Consultant Proposal. (20 Minutes)
 - b. AMI Consultant Proposal. (20 Minutes)
7. Call to the Public. (15 Minutes)
8. Council Member Reports.
9. Closed Session to discuss the purchase, exchange, or lease of real property pursuant to Utah Code § 52-4-204.
10. Adjournment.

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at (801) 546-1235. I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on January 16, 2018.

Maria T. Devereux, City Recorder

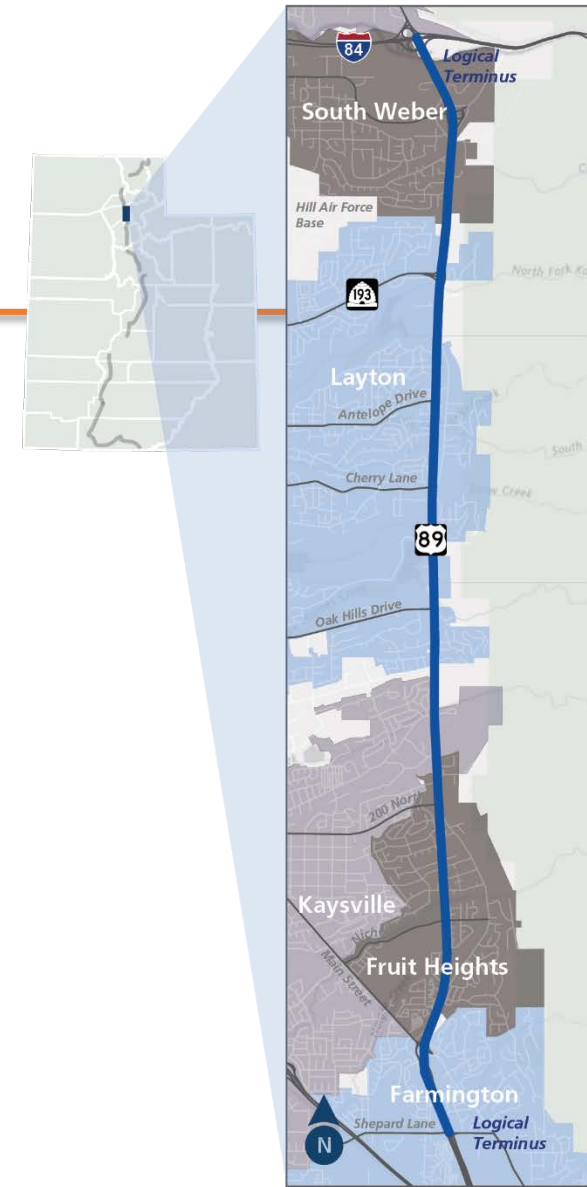


US-89
STATE ENVIRONMENTAL STUDY
FARMINGTON TO I-84

City Council Update
January 18, 2018

Study Area

- The State Environmental Study will evaluate transportation improvements on US-89 from Shepard Lane in Farmington to I-84 in South Weber.





Purpose and Need

- The **purpose** is to:
 - Improve regional and local mobility
 - Address current and future travel demand on US-89
 - Provide enhanced system linkage between I-15 and I-84
 - Improve safety





Public Meetings to Date

- Scoping Open House was held on February 16, 2017
- Concept Open House was held on June 20, 2017
- Public Hearing was held on September 7, 2017
- Public Hearing was held on January 16, 2017





Preferred Alternative

- The preferred alternative is a six lane freeway between Cherry Hill in Farmington and I-84 in South Weber with interchanges located at;
 - 200 North
 - Oakhills Drive
 - Gordan Avenue
 - Antelope Drive
- And Grade separated crossings located at
 - Nicholls Road
 - Crestwood Road



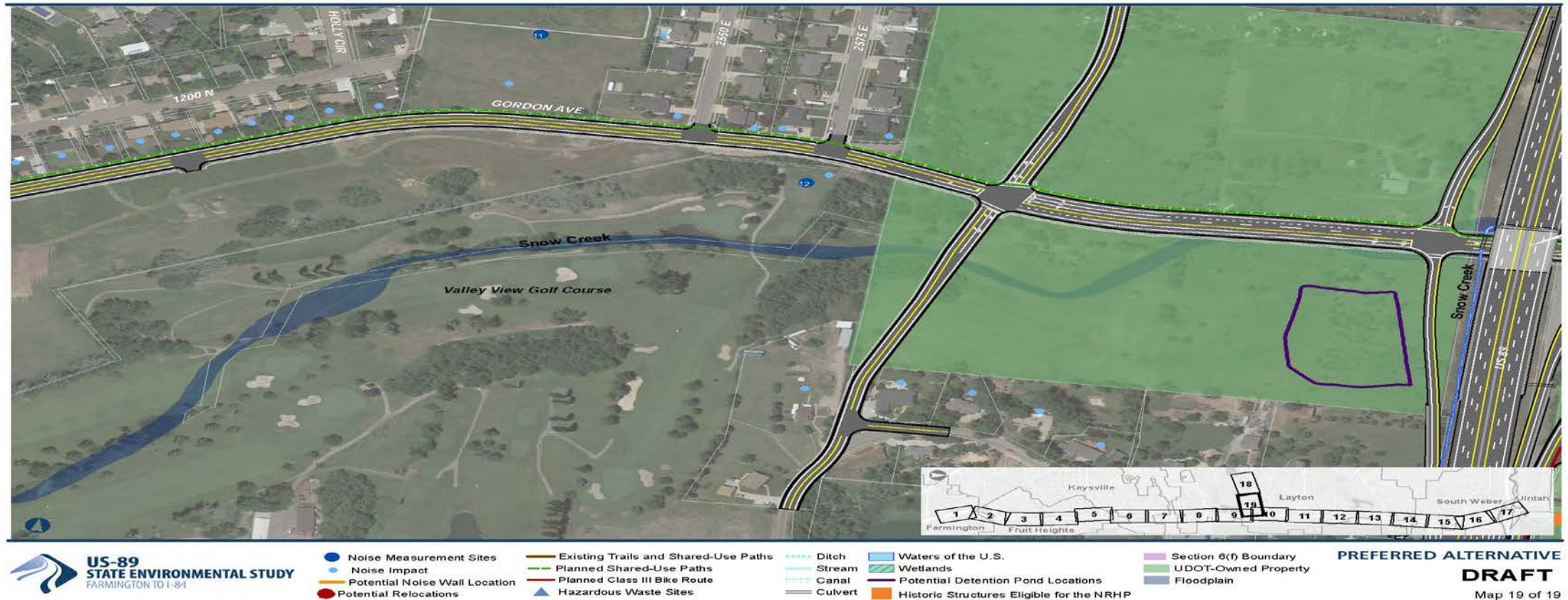
Revisions Include

- Revised connection at Gordon Avenue to be more consistent with Layton City's Master Plan
- New connection from Valley View drive to the northbound off ramp at SR-193
- Commitment to using noise reducing asphalt pavement
- And a commitment to using dark sky lighting at interchange locations

Gordon Connection

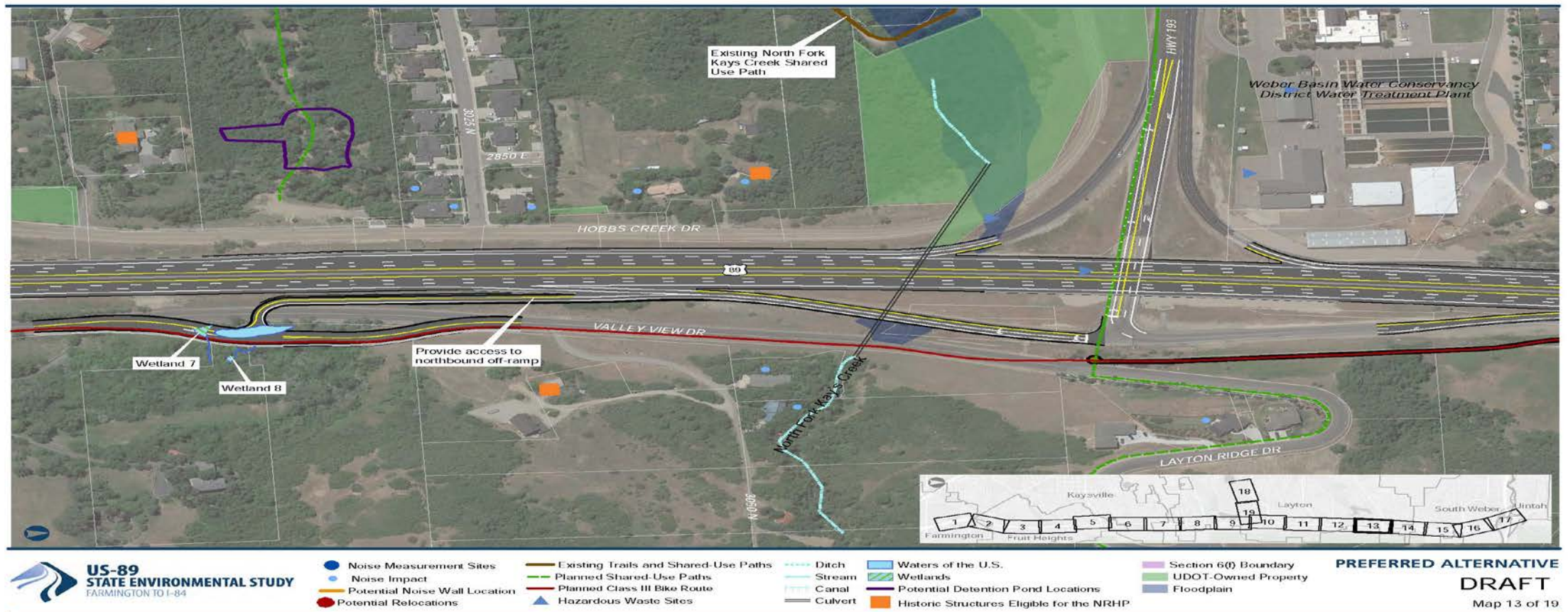


US-89
STATE ENVIRONMENTAL STUDY
FARMINGTON TO I-84





Valley View Connection





SES Schedule

- Revised Draft SES and Start of Comment Period
 - January 2, 2018
- Public Hearing
 - January 16, 2018
- Comment Period Closes
 - February 3, 2018
- Signed SES
 - March 2018

If a build alternative is selected, design could begin in **2018**



Stay Involved

- Mike Romero, UDOT PD
- Study Contact Information
 - Website – udot.utah.gov/us89
 - Hotline – 888-752-US89 (8789)
 - Email – us89@utah.gov



KAYSVILLE CITY COUNCIL

Meeting Minutes

DRAFT

Meeting minutes of a regular City Council meeting on December 21, 2017 at 5:00 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, Council Member Garn, and Council Member Adams.

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, City Recorder Maria Devereux, Mayor Elect Katie Witt, Anna Thompson, City Attorney Nic Mills, Doug Farr, Robin Tolman, Perry Oaks, Greg Hill, Jared Shupe, Dean Wall, Julie Wall, Mike Flood, and Michelle Barber

CITY COUNCIL MEETING

Opening provided by Council Member Snell.

CALL TO THE PUBLIC

Mayor Hiatt opened Call to the Public and explained that the public may address agenda items. He asked the audience to limit comments to three minutes.

Attorney Doug Farr explained that he is representing a group of Kaysville residents and stated they filed notice of appeal based on certain findings last Thursday.

Robin Tolman stated her concerns about the through street in the Whisper Creek Hollow Subdivision. She explained the importance of a safe environment.

Perry Oaks stated that he feels the City Council needs to work for the constituents.

Greg Hill mentioned that 100% of residents in the Whisper Creek area, do not want a through street. He urged the Council to listen to the residents.

Jared Shupe noted that he is a future resident on Whisper Creek Drive and echoes the sentiments of his neighbors.

Dean Wall commented on the Jazz basketball game and added that he is concerned about the high cost of parking passes around Davis High School.

Mike Flood thanked the members of the outgoing council and Mayor Hiatt for their service to the community. He asked that strongly consider the last two agenda items and to table them until the items can be adequately addressed in the future.

DECLARATION OF CONFLICTS OF INTEREST

Mayor Hiatt provided Council members the opportunity to disclose potential conflicts of interest in regard to items listed on the agenda.

Council Member Adams declared a conflict of interest in regard to item Whisper Creek Hollow Subdivision, Preliminary and Final Plat.

PIONEER PARK PLAYGROUND EQUIPMENT PURCHASE.

Cole Stephens, Parks and Recreation Director, explained that Blu Line and Big T have been working together on the design and construction of the playground to match the overall design and theme of Pioneer Park. He stated that staff recommends awarding the purchasing and installation of play equipment from Playworld Systems with Big T as the Utah Distributor.

Council Member Snell made a motion to approve the equipment purchase as outlined, 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

AN ORDINANCE AMENDING TITLE 2, CHAPTER 5 OF THE KAYSVILLE CITY ORDINANCES TO CLARIFY AND DEFINE THE PROVISIONS RELATING TO THE CITY ATTORNEY AND PROVIDING FOR AN EFFECTIVE DATE

Shayne Scott, City Manager, explained that this is a positive step for Kaysville and is important to have a full time City Attorney. He noted that this has been a lengthy and solid process to hire the Attorney the City now has.

Council Member Lee made a motion to amend Title 2, Chapter 5 of the Kaysville City Ordinances to clarify and define the provisions relating to the City Attorney, second by Council Member Snell.

Mayor Hiatt noted he is in support of the revisions of the ordinance and has confidence in City Staff.

Council Member Lee noted that she appreciates Nic Mills the new attorney.

Council Member Page noted that he agrees with what has been presented.

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.

FINAL PLAT APPROVAL FOR SUNSET EQUESTRIAN ESTATES PHASES 16A AND 19 AT APPROXIMATELY 1950 S. ZENYATTA WAY – SYMPHONY HOMES.

Andy Thompson explained that Symphony Homes has been developing the northern portion of Sunset Equestrian Estates over the last few years. They have recently completed phases 18 and would now like to start on the remaining phases. Phase 16A will complete Zenyatta and connect the newest phase on the north to the existing phases with the road along the eastern side of the property. This phase is part of the original Sunset Equestrian Estates and is consistent with the overall preliminary plat. It consists of 18 lots all exceeding 20,000 sq.ft. These plats comply with the preliminary plats and other applicable requirements.

Council Member Page made a motion to approve the final plat for Sunset Equestrian Estates Phases 16 A and 19 at approximately 1950 S Zenyatta Way, second by Council Member Garn.

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, Not present to vote

The motion passed four to zero.

FINAL PLAT APPROVAL FOR THE BOB MASON SUBVDIVISION.

Andy Thompson, City Engineer, explained that in October of this year the City approved a preliminary plat and rezone for this property. The Final Plat has now been prepared and is requesting approval. The requested subdivision would accommodate 2 additional home lots.

Andy Thompson noted that all of the street improvements along Roueche Lane are already in place. This subdivision is proposed with a private street. The street is unique in that it runs through the middle of lot 3 as it follows the route of the existing driveway. This access will be improved to meet private street standards and will include a cul-de-sac style turnaround on lot 2. All properties within the subdivision will be able to utilize the drive by means of access easements and there is adequate building area on each lot.

Council Member Adams asked for clarification of turn around radius the City requires. He noted his appreciation for the developer.

Andy Thompson explained that the cul-de-sac can accommodate a turnaround point for accommodate emergency vehicles.

Council Member Lee made a motion to approve the final plat for the Bob Mason Subdivision, 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.

**FINAL PLAT AND PRUD OVERLAY ZONE FOR THE WHISPER HOLLOW
SUBDIVISION. (PREVIOUSLY REVIEWED AT WHISPERWOOD SUBDIVISION) at
650 E 100 N – SPENCER PRINCE**

Andy Thompson, City Engineer, explained that the requested 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 9,491 sq. ft. to 11,260 sq. ft. This project received preliminary plat approval last summer with several conditions (see attached minutes). The proposed final plat is similar to the approved preliminary plat with the exception that the access to the property to the east has been moved one lot to the south. This change is proposed to better accommodate the utilities and the access to the adjacent property.

Council Member Lee made a motion to approve the Final Plat and PRUD Overlay Zone, second by Council Member Snell.

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.

WHISPER CREEK HOLLOW SUBDIVISION FINAL PLAT APPROVAL.

Andy Thompson, City Engineer, explained that this project is located at about 700 South and 550 East, just east of the recently approved assisted living center on south Main Street. At the last City Council meeting the Council approved the preliminary plat for this project with the condition that a public street be shown rather than the gated private road that had been proposed. Staff believes that this plat meets the requirements placed on the preliminary plat and recommends the Council grant Final Plat approval for the Whisper Creek Hollow Subdivision.

Council Member Lee asked if drainage is a concern.

Andy Thompson explained that there is a drain that collects water explained that another catch basin has been designed to collect run off.

Council Member Garn made a motion to approve the final plat for the Whisper Creek Hollow Subdivision, second by Council Member Page.

Mr. Farr, Attorney, stated his objection to this process.

Spencer Prince explained that he is complying with all state statutes and city codes and noted that he has met all the recommendations and requests made by the City.

Council Member Snell noted that he likes how the final plat has been presented and feels the concerns regarding the design has been met.

Council Member Adams read from a letter dated December 4, 2017 and addressed differences in pipe size. He feels the council should take more time to evaluate the letter and this item.

Andy Thompson explained the differences in pipe size as required by City storm drain requirements.

Council Member Adams noted that he is concerned that street will go in and increase traffic, especially effecting those families with ADA issues.

Council Member Garn explained that he is in favor of a road with public access.

Council Member Adams made a substitute motion to table the item and allow the Engineering Department to evaluate this item further. The motion failed for lack of a second.

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.

MINUTES

Mayor Hiatt asked for a motion to approve November 16, 2017 Minutes.

Council Member Lee made a motion to approve the Minutes for the November 16, 2017 City Council Meeting, 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.

COUNCIL MEMBER REPORTS

Council Member Snell thanked the Parks and Recreation Department for their hard work and expressed that it was a privileged to work with them.

ADJOURNMENT

Council Member Adams made a motion to adjourn the meeting at 7:40 pm second by Council Member Snell. The motion passed unanimously.

Maria Devereux/City Recorder



KAYSVILLE CITY COUNCIL

Meeting Minutes

DRAFT

Meeting minutes of a regular City Council meeting on January 4, 2018 at 6:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

Present: Mayor Witt, 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, Mayor Elect Katie Witt, City Attorney Nic Mills, Spencer Luke, Jed Taylor, Bret Hafen, Emily Walsh, Lance Ridges, Ben Horne, Tiffany Caldwell, Jason Hansen, Emily Hansen, Curtis Cragun, Lauri Cragun, Darin Jacobs, Joseph Schraedel, Alexander Lyman, Nick Richardson, Alan Last, Eric Last, Christopher Adams, Jake Adams, Dave Adams, Char Adams, Clint Hart, Kate Adams, Cheryl Tarbet, Sharon Dansie, Jenn Beard, Stephen H. Mitchell, Dean Wall, David Robinson, Julianna Morrow, Rob Morrow, Janet Barker, Teresa Perry, Lee Perry, Dane Dansie, Lorene Kamalu, Rob Dansie, Jake Adams, Riley Weaver, Ann Adams, Dick Bourne, Dave Davies, Margaret Brough, Jennifer Jackson, Pyper Jackson, Joan Hawkins, Nathan Jackson, Travis Campbell, Chelsie Fromyer, Kris Willey-High, Brandon Mitchell, Ken Sheffield, Blake Darling, John Jacob, Patti Rollins, Steve Rollins, Melissa Oberg, Gil Miller, Paul Thompson, Mike Martinez, Bret Millburn, Brian McKenzie, Emma West, Aaron West, Kristen Montierth, Cody Montierth, Brady Montierth, Brian Simpson, and Hal Anderson.

OATH OF OFFICE

Newly elected officials, Mayor Katie Witt, Council Member Michelle Barber, and Council Member James Hansen were given the Oath of Office by Utah State Representative Brad Wilson.

CITY COUNCIL MEETING

USA SOFTBALL AWARD RECOGNITION

Steve Rollins State Commissioner, USA Softball, presented an award to Kris Willey-High/Kaysville City Parks and Recreation.

Kris Willey-High expressed appreciation for USA Softball and how they attribute to the success of our recreation programs.

CONSENT ITEMS

Mayor Witt excused Council Member Adams.

Mayor Witt asked for a motion and vote for the Consent Items as follows:

Acceptance of the 2018 regular proposed meeting schedule for the City Council, Power Commission and Planning Commission, and Approval of minutes.

Council Member Garn made a motion to approve the Consent Items as listed, second by Council Member Page.

The motion passed unanimously.

Mayor Witt explained that the Resolution concerning Council Member Adams can be addressed separately.

Council Member Garn made a motion to approve Resolution 18-1-4 authorizing the City Council to Censure Dave Adams, authorizing the Mayor to issue a public letter of censure, and respectfully requesting that Mr. Adams resign from the City Council, with the stated correction to delete 'involving Theft', from the Resolution, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Excused
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

RULES OF PROCEDURE CHANGE

Shayne Scott, City Manager, explained the change in the Council Rules of Procedure. He explained that Rule 11 states now that meetings will end promptly at 10:00 pm on regular council nights unless a motion is made, seconded, and a majority vote given in favor of extending the meeting time.

Mayor Witt noted that meetings should be informative, constructive, and concise and respect for the time of staff members and elected officials should be of the highest concern.

Council Member Garn made a motion to accept the change in the Council Rules of Procedure, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed four to one.

PUBLIC COMMENT

Cheryl Tarbot noted that she and others are upset about the procedure change.

Mayor Witt noted that this comment period was reserved for discussion about the first action item.

A RESOLUTION TO APPOINT MAYOR WITT TO THE ADMINISTRATIVE CONTROL BOARD OF THE WASATCH INTEGRATED BOARD REPRESENTING KAYSVILLE CITY.

Shayne Scott, City Manager, explained that Kaysville City, Utah is within the boundaries of the Wasatch Integrated Waste Management District, and they desire to appoint a Mayor Witt as a member of the Administrative Control Board.

Council Member Garn made a motion to adopt Resolution 18-1-1 to appoint Mayor Witt to the Administrative Control Board of the Wasatch Integrated Board, second by Council Member Hansen.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea

Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed four to one.

**A RESOLUTION AMENDING THE CITY'S NET METERING AND
INTERCONNECTION AGREEMENT (18-1-3).**

Shayne Scott, City Manager, noted that discussion has been ongoing, and changes are being made to future net metering customers. He explained the City's Net Metering Agreement.

No comments from Council.

Council Member Page made a motion to adopt Resolution 18-1-3 amending the City's Net Metering and Interconnection Agreement, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed four to one.

**AN ORDINANCE TO AMEND THE KAYSVILLE CITY NET METERING POLICY
(18-1-1)**

Council Member Page made a motion to accept Ordinance 18-1-1 to amend the Kaysville City Net Metering Policy, second by Council Member Hansen.

Council Member Barber explained that feels that she welcomes ongoing input from the community on this matter.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

SUBSTATION TECHNICIAN JOB DESCRIPTION.

Gary Hatch, Power Dept. Director, explained that the City is in need of a position to support the substation. He explained that in the past they had used a contractor but feels that the City can benefit from a full time position. He explained that the budget to fund this position has already been budgeted for.

Gary Hatch explained that many other cities have full time Substation Technicians on staff.

Council Member Barber asked the difference in cost between paying a contract employee versus a full time in house employee.

Shayne Scott, City Manager, noted that staff can provide that information to the Council. He explained that power outages take much longer to diagnose with without a Substation Technician on staff.

Council member Garn made a motion to approve the position and job description for a Substation Technician, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

FIBER CONSULTANT RECOMMENDATION

Ryan Judd, IT Manager, explained that they began researching this over a year ago. He explained that the proposed fiber optic project connects all four Power Substations via fiber that will connect to a server room housed in the Police Station. Staff recommends to award the project to Connexx who will provide maintenance, support, repair and 1GB internet connection to the City in exchange for the use of 12 separate strands for its own private network. He explained that they would like to reconfigure the substation to make it more secure as well as bring a better internet connection for the city.

Council Member Barber noted that the City is already interested in having fiber throughout the City.

Council Member Garn made a motion to move this to an action items list for next council meeting, second by Council Member Page.

Council Member Barber made a substitute motion to ask Staff to provide information and details regarding providers and services and bring back to a work session for further discussion, second by Council Member Garn.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

ADVANCED METER INFRASTRUCTURE (AMI) CONSULTANT RECOMMENDATION

Dean Storey explained that proposed AMI System that will replace the current metering system. He explained that benefits and advantages of the new net metering system.

Ryan Judd, IT Manager, explained that the proposed AMI replaces our Automatic Meter Reader (AMR). AMI is a two way communication system that measures peak usage, voltage profiles and more. All this data would be available real time and this project would support the needs of the City and the new rate structure. Staff recommends awarding the contract to Eaton Power. He explained that this is the best value bid and going forward they want the flexibility to use meters that are supplied by many different vendors. Ryan Judd noted that the cost needs to be negotiated with the vendor.

Council Member Barber made a motion to send this item to a work session, second by Council Member Adams.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

2018 IMPACT FEE FACILITIES PLAN AND IMPACT FEE ANALYSIS.

Dean explained that the FY 2018 Budget Work Plan includes an update to the Impact Fee Facilities Plan (IFFP) and an Impact Fee Analysis (IFA) for the following facilities: Water, Electrical, Public Safety, Roadway and Parks and Recreation. Staff recommends that 2018 IFFP and IFA be completed by professional consulting services by updating the 2012 Plans and Analysis of the work and expertise as previously provided.

Council Member Garn made a motion to move the request for professional services to the action list. The motion fails for lack of a second.

Council Member Adams made a substitute motion requesting that the professional services be bid out with no less than three bidders, second by Council Member Hansen.

Dean Storey explained that they are hoping to have studies completed for the 2019 Budget year.

Shayne Scott, City Manager, assured the Council that the staff recommendation will be qualified.

Council Member Adams amended the motion to motion to put this item out for bid, second by Council Member Hansen.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

CALL TO THE PUBLIC

Mayor Witt opened Call to the Public and explained that the public may address agenda items. She asked the audience to limit comments to a 15 minute period at 3 minutes each. She explained that the public must sign up prior to the meeting to speak at Call to the Public.

Dean Wall welcomed the newly elected City Council Members and expressed concern that the job description for the Substation Technician was not gender neutral.

Margaret Brough explained that she supports Council Member Adams wholeheartedly and asked the Mayor to be considerate of others opinions.

Dave Davies noted that he would like to have had discussion on the priority agenda item without discussion. He stated that the Council made a decision without knowing the facts.

Jen Beard is concerned that the Council has conspired to ask for a resignation from Council Member Adams.

Sue Tice noted that she is concerned with the decision made by Council regarding Council Member Adams.

Jake Adams, commended Council Member Barber for meeting last night and talking about the agenda item of censure.

Hal Anderson explained that due process should be given before action taken in regard to the item of censure.

Blake Darling, he echoes the words of others about due process. He acknowledged that Council Member Adams is well intended.

Chris Snell commended the Council for their decision to censure Council Member Adams. He noted that Council Member Adams has acted inappropriately, with malfeasance toward staff, residents and other Council Members.

John Adams admonished the Council and asked in the spirit of leadership, that everyone try to get along.

COUNCIL MEMBER REPORTS

Council Member Adams gave thanks to the public for their support.

ADJOURNMENT

Council Member Garn made a motion to adjourn the meeting at 9:15 pm, second by Council Member Page. The motion passed unanimously.

Maria Devereux/City Recorder



City Council Staff Report

Award of Bid for the 2017 Waterline Project January 18, 201

Description:

Kaysville City has identified several waterlines that are in need of replacement. A project has been designed and bid to perform this work. The low bidder is Craig F. Sorensen Construction Inc. with a bid of \$555,199. The Engineer's Estimate was \$622,825 and this is a budgeted project. Most of the waterlines being replaced are in streets that are scheduled to be repaved later this year.

Recommendation:

Staff recommends that 2017 Waterline Project be awarded to Craig Sorensen Construction in the amount of \$555,199.

Attachment 1: Bid Summary

Attachment 2: Project Location Maps



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

January 16, 2018

Mr. Shayne Scott
City Manager
23 East Center Street
Kaysville, Utah 84037

Re: 2017 Waterline Projects

Dear Shayne,

Enclosed is a bid tabulation of the bids opened on Thursday January 11, 2018 for the 2017 Waterline Project and three copies of the Notice of Award. The apparent Low Bidder and Bid Amount are as follows:

Apparent Low Bidder: Craig F. Sorensen Construction Inc.
918 South 2000 West
Syracuse, UT 84075

Telephone: (801) 773-4390
Fax: (801) 773-1575

Total Bid Amount: \$555,199.00

Based upon the criteria we have established and the information received, we recommend that the project be awarded to Craig F. Sorensen Construction Inc. We trust this information will meet your needs.

Best Regards,
J-U-B ENGINEERS, Inc.

Shane McFarland, P.E.
Project Manager

KAYSVILLE CITY CORPORATION
Kaysville 2017 Waterline Project

J-U-B Project No. 55-17-053
1/11/18

Bid Item	Description	Unit	Bid Quantity	Engineer's Estimate		Craig F. Sorenson Construction		ABC		Brinkerhoff Excavation		BHI	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 4,230.00	\$ 4,230.00	\$ 11,337.00	\$ 11,337.00	\$ 27,400.00	\$ 27,400.00	\$ 43,089.50	\$ 43,089.50
2	Traffic Control	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 3,460.00	\$ 3,460.00	\$ 7,000.00	\$ 7,000.00	\$ 12,000.00	\$ 12,000.00	\$ 4,539.49	\$ 4,539.49
3	Storm Water Control	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,810.00	\$ 4,810.00	\$ 4,000.00	\$ 4,000.00	\$ 2,400.00	\$ 2,400.00	\$ 6,603.97	\$ 6,603.97
4	Furnish and Install 8" PVC C-900 pipe	LF	4,900	\$ 28.00	\$ 137,200.00	\$ 45.00	\$ 220,500.00	\$ 34.00	\$ 166,600.00	\$ 35.84	\$ 175,616.00	\$ 23.14	\$ 113,386.00
5	Furnish and Install 8" Waterous Alpha Gate Valve	EA	12	\$ 1,700.00	\$ 20,400.00	\$ 1,750.00	\$ 21,000.00	\$ 1,500.00	\$ 18,000.00	\$ 1,865.00	\$ 22,380.00	\$ 1,660.24	\$ 19,922.88
6	Furnish and Install 10"x8" Tee	EA	4	\$ 1,200.00	\$ 4,800.00	\$ 716.00	\$ 2,864.00	\$ 885.00	\$ 3,540.00	\$ 1,050.00	\$ 4,200.00	\$ 647.13	\$ 2,592.52
7	Furnish and Install 8"x8" Tee	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 654.00	\$ 654.00	\$ 750.00	\$ 750.00	\$ 885.00	\$ 885.00	\$ 480.82	\$ 480.82
8	Furnish and Install 8"x6" Tee	EA	6	\$ 700.00	\$ 4,200.00								
9	Furnish and Install 8" Thrust Restraining Gland	EA	4	\$ 350.00	\$ 1,400.00								
10	Furnish and Install 8" 90° Bend	EA	2	\$ 750.00	\$ 1,500.00	\$ 465.00	\$ 930.00	\$ 500.00	\$ 1,000.00	\$ 700.00	\$ 1,400.00	\$ 349.92	\$ 699.84
11	Furnish and Install 8" 45° Bend	EA	6	\$ 500.00	\$ 3,000.00	\$ 456.00	\$ 2,736.00	\$ 440.00	\$ 2,640.00	\$ 650.00	\$ 3,900.00	\$ 300.77	\$ 1,804.62
12	Furnish and Install 8" 22.5° Bend	EA	5	\$ 500.00	\$ 2,500.00	\$ 436.00	\$ 2,180.00	\$ 440.00	\$ 2,200.00	\$ 625.00	\$ 3,125.00	\$ 282.34	\$ 1,411.70
13	Furnish and Install 8" 11.25° Bend	EA	4	\$ 500.00	\$ 2,000.00	\$ 441.00	\$ 1,764.00	\$ 440.00	\$ 1,760.00	\$ 625.00	\$ 2,500.00	\$ 286.97	\$ 1,147.88
14	Remove existing Tee	EA	2	\$ 500.00	\$ 1,000.00	\$ 161.00	\$ 322.00	\$ 380.00	\$ 760.00	\$ 275.00	\$ 550.00	\$ 550.00	\$ 550.00
15	Cap and Block Existing 8"	EA	6	\$ 600.00	\$ 3,600.00	\$ 307.00	\$ 1,842.00	\$ 280.00	\$ 1,680.00	\$ 575.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00
16	Cap and Block existing 6"	EA	2	\$ 300.00	\$ 600.00	\$ 255.00	\$ 510.00	\$ 215.00	\$ 430.00	\$ 535.00	\$ 1,070.00	\$ 720.64	\$ 1,441.28
17	Connect to existing 10" Pipe	EA	6	\$ 500.00	\$ 3,000.00	\$ 504.00	\$ 3,024.00	\$ 1,800.00	\$ 10,800.00	\$ 3,375.00	\$ 20,250.00	\$ 10,125.00	\$ 50,625.00
18	Connect to existing 8" Pipe	EA	3	\$ 850.00	\$ 2,550.00	\$ 687.00	\$ 2,061.00	\$ 1,600.00	\$ 4,800.00	\$ 2,300.00	\$ 6,900.00	\$ 4,600.00	\$ 13,800.00
19	Connect to existing 6" Tee	EA	2	\$ 650.00	\$ 1,300.00	\$ 217.00	\$ 434.00	\$ 1,600.00	\$ 3,200.00	\$ 3,375.00	\$ 10,125.00	\$ 2,145.16	\$ 8,580.64
20	Furnish and Install 6" Fire Line, connect to existing	EA	6	\$ 6,050.00	\$ 36,300.00	\$ 1,780.00	\$ 10,680.00	\$ 3,200.00	\$ 19,200.00	\$ 2,975.00	\$ 17,850.00	\$ 1,477.78	\$ 8,866.68
21	Reconnect Long Side ¾" Water Service Laterals	EA	35	\$ 950.00	\$ 33,250.00	\$ 459.00	\$ 16,065.00	\$ 400.00	\$ 14,000.00	\$ 820.00	\$ 28,700.00	\$ 576.30	\$ 20,062.35
22	Reconnect Short Side ¾" Water Service Laterals	EA	32	\$ 750.00	\$ 24,000.00	\$ 459.00	\$ 14,688.00	\$ 415.00	\$ 13,280.00	\$ 600.00	\$ 19,200.00	\$ 576.30	\$ 18,441.60
23	Furnish and Install Waterous Alpha Fire Hydrant w/ Tee	EA	6	\$ 4,500.00	\$ 27,000.00	\$ 5,480.00	\$ 32,880.00	\$ 5,100.00	\$ 30,600.00	\$ 5,900.00	\$ 35,400.00	\$ 6,319.72	\$ 37,918.32
24	Remove and Return existing Fire Hydrant	EA	10	\$ 350.00	\$ 3,500.00	\$ 493.00	\$ 4,930.00	\$ 800.00	\$ 8,000.00	\$ 385.00	\$ 3,850.00	\$ 1,043.66	\$ 10,436.60
25	Asphalt Repair, APWA PG 58-28 w/ 15% RAP	TON	5,050	\$ 21.00	\$ 106,050.00	\$ 9.30	\$ 46,965.00	\$ 128.00	\$ 646,400.00	\$ 115.00	\$ 581,200.00	\$ 130.42	\$ 661,250.40
26	Import pipe bedding and backfill material	TON	3,900	\$ 18.00	\$ 70,200.00	\$ 6.55	\$ 25,545.00	\$ 12.84	\$ 50,076.00	\$ 5.25	\$ 20,475.00	\$ 11.21	\$ 43,719.00
27	Remove existing asphalt	SY	3,000	\$ 3.00	\$ 9,000.00	\$ 4.10	\$ 12,300.00	\$ 0.50	\$ 1,500.00	\$ 0.50	\$ 1,500.00	\$ 0.53	\$ 1,590.00
28	Saw Cut 3" thick asphalt	LF	2,350	\$ 1.00	\$ 2,350.00	\$ 0.54	\$ 1,272.60	\$ 0.90	\$ 2,115.00	\$ 0.80	\$ 1,880.00	\$ 1.00	\$ 2,350.00
29	Remove and Replace Curb and Gutter	EA	120	\$ 25.00	\$ 3,000.00	\$ 145.00	\$ 17,400.00	\$ 27.00	\$ 3,240.00	\$ 35.00	\$ 4,200.00	\$ 19.61	\$ 2,353.20
30	Concrete Valve Collar	EA	28	\$ 350.00	\$ 9,800.00	\$ 95.00	\$ 2,660.00	\$ 225.00	\$ 6,300.00	\$ 350.00	\$ 9,800.00	\$ 415.92	\$ 11,645.76
Total					\$ 622,825.00	Total	\$ 555,199.00	Total	\$ 564,497.00	Total	\$ 566,763.50	Total	\$ 586,118.60

KAYSVILLE CITY CORPORATION
Kaysville 2017 Waterline Project

J-U-B Project No. 55-17-053
1/11/18

Bid Item	Description	Unit	Bid Quantity	Ormond Construction		IPW		Leon Poulsen Construction		Red Pine Construction		CT Davis	
				Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	LS	1	\$ 23,880.00	\$ 23,880.00	\$ 15,400.00	\$ 15,400.00	\$ 16,510.00	\$ 16,510.00	\$ 15,000.00	\$ 15,000.00	\$ 32,416.55	\$ 32,416.55
2	Traffic Control	LS	1	\$ 14,700.00	\$ 14,700.00	\$ 4,800.00	\$ 4,800.00	\$ 14,415.00	\$ 14,415.00	\$ 29,000.00	\$ 29,000.00	\$ 8,500.00	\$ 8,500.00
3	Storm Water Control	LS	1	\$ 2,900.00	\$ 2,900.00	\$ 300.00	\$ 300.00	\$ 2,180.00	\$ 2,180.00	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00
4	Furnish and Install 8" PVC C-900 pipe	LF	4,900	\$ 43.33	\$ 212,317.00	\$ 37.47	\$ 183,603.00	\$ 28.50	\$ 139,650.00	\$ 35.00	\$ 171,500.00	\$ 31.72	\$ 155,428.00
5	Furnish and Install 8" Waterous Alpha Gate Valve	EA	12	\$ 1,527.09	\$ 18,325.08	\$ 2,408.33	\$ 28,899.96	\$ 1,825.00	\$ 21,900.00	\$ 2,000.00	\$ 24,000.00	\$ 2,318.95	\$ 27,827.40
6	Furnish and Install 10"x8" Tee	EA	1	\$ 901.07	\$ 901.07	\$ 1,800.00	\$ 1,800.00	\$ 740.00	\$ 740.00	\$ 1,000.00	\$ 1,000.00	\$ 1,479.13	\$ 1,479.13
7	Furnish and Install 8"x6" Tee	EA	4	\$ 777.47	\$ 3,109.88	\$ 725.00	\$ 2,900.00	\$ 895.00	\$ 3,580.00	\$ 750.00	\$ 3,000.00	\$ 1,338.00	\$ 5,352.00
8	Furnish and Install 8" Thrust Restraining Gland	EA	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Furnish and Install 8" 90° Bend	EA	2	\$ 588.79	\$ 1,177.58	\$ 650.00	\$ 1,300.00	\$ 815.00	\$ 1,630.00	\$ 600.00	\$ 1,200.00	\$ 865.00	\$ 1,730.00
10	Furnish and Install 8" 45° Bend	EA	6	\$ 535.35	\$ 3,212.10	\$ 600.00	\$ 3,600.00	\$ 725.00	\$ 4,350.00	\$ 550.00	\$ 3,300.00	\$ 821.00	\$ 4,325.00
11	Furnish and Install 8" 22.5° Bend	EA	5	\$ 532.56	\$ 2,662.80	\$ 580.00	\$ 2,900.00	\$ 725.00	\$ 3,625.00	\$ 550.00	\$ 2,750.00	\$ 805.00	\$ 4,025.00
12	Furnish and Install 8" 11.25° Bend	EA	4	\$ 531.73	\$ 2,126.92	\$ 575.00	\$ 2,300.00	\$ 760.00	\$ 3,040.00	\$ 550.00	\$ 2,200.00	\$ 809.00	\$ 3,236.00
13	Remove existing Tee	EA	2	\$ 251.00	\$ 502.00	\$ 100.00	\$ 200.00	\$ 640.00	\$ 1,280.00	\$ 450.00	\$ 900.00	\$ 365.00	\$ 730.00
14	Cap and Block Existing 8"	EA	6	\$ 210.30	\$ 1,261.80	\$ 33.33	\$ 199.98	\$ 565.00	\$ 3,390.00	\$ 250.00	\$ 1,500.00	\$ 1,136.40	\$ 6,818.40
15	Connect to existing 10" Pipe	EA	2	\$ 148.21	\$ 889.26	\$ 16.67	\$ 100.02	\$ 530.00	\$ 3,180.00	\$ 250.00	\$ 1,500.00	\$ 4,725.00	\$ 9,450.00
16	Connect to existing 8" Tee	EA	6	\$ 2,014.33	\$ 12,086.58	\$ 633.33	\$ 1,889.99	\$ 2,630.00	\$ 7,695.00	\$ 1,100.00	\$ 2,200.00	\$ 4,005.00	\$ 8,010.00
17	Connect to existing 8" Tee	EA	2	\$ 3,378.34	\$ 10,135.02	\$ 250.00	\$ 500.00	\$ 1,605.00	\$ 3,210.00	\$ 650.00	\$ 1,300.00	\$ 4,500.00	\$ 9,000.00
18	Reconnect Long Side ¾" Water Service Laterals	EA	6	\$ 1,892.30	\$ 11,353.80	\$ 280.00	\$ 1,680.00	\$ 750.00	\$ 4,500.00	\$ 500.00	\$ 3,750.00	\$ 600.00	\$ 3,000.00
19	Reconnect Short Side ¾" Water Service Laterals	EA	35	\$ 625.26	\$ 21,884.10	\$ 250.00	\$ 8,750.00	\$ 630.00	\$ 22,050.00	\$ 500.00	\$ 16,750.00	\$ 600.00	\$ 3,000.00
20	Furnish and Install 6" Fire Line, connect to existing	EA	2	\$ 3,197.67	\$ 6,395.34	\$ 250.00	\$ 500.00	\$ 1,605.00	\$ 3,210.00	\$ 650.00	\$ 1,300.00	\$ 4,500.00	\$ 9,000.00
21	Reconnect Long Side ¾" Water Service Laterals	EA	32	\$ 625.09	\$ 20,002.88	\$ 250.00	\$ 8,000.00	\$ 630.00	\$ 20,160.00	\$ 500.00	\$ 16,000.00	\$ 600.00	\$ 3,000.00
22	Furnish and Install Waterous Alpha Fire Hydrant w/ Tee	EA	6	\$ 5,307.90	\$ 31,847.40	\$ 5,850.00	\$ 35,100.00	\$ 4,990.00	\$ 29,940.00	\$ 6,100.00	\$ 36,600.00	\$ 6,200.93	\$ 37,205.58
23	Remove and Return existing Fire Hydrant	EA	4	\$ 5,159.86	\$ 20,639.44	\$ 5,750.00	\$ 23,000.00	\$ 5,195.00	\$ 20,780.00	\$ 6,100.00	\$ 36,600.00	\$ 6,061.00	\$ 36,600.00
24	Asphalt Repair, APWA PG 58-28 w/ 15% RAP	EA	10	\$ 500.00	\$ 5,000.00	\$ 200.00	\$ 2,000.00	\$ 820.00	\$ 8,200.00	\$ 300.00	\$ 2,400.00	\$ 1,925.00	\$ 19,250.00
25	Import pipe bedding and backfill material	TON	5,050	\$ 114.86	\$ 578,044.50	\$ 17.39	\$ 87,999.25	\$ 112.50	\$ 564,875.00	\$ 115.00	\$ 580,625.00	\$ 105.00	\$ 527,500.00
26	Remove existing asphalt	TON	3,900	\$ 8.34	\$ 32,526.00	\$ 31.62	\$ 123,102.00	\$ 23.25	\$ 90,675.00	\$ 21.00	\$ 81,000.00	\$ 17.10	\$ 66,375.00
27	Saw Cut 3" thick asphalt	SY	3,000	\$ 4.05	\$ 12,150.00	\$ 2.27	\$ 6,810.00	\$ 19.50	\$ 58,500.00	\$ 13.00	\$ 39,000.00	\$ 14.05	\$ 42,150.00
28	Saw Cut 6" thick asphalt	LF	2,550	\$ 0.27	\$ 688.50	\$ 0.90	\$ 2,295.00	\$ 3.75	\$ 9,675.00	\$ 6.50	\$ 16,575.00	\$ 5.00	\$ 12,750.00
29	Remove and Replace Curb and Gutter	LF	2,350	\$ 0.50	\$ 1,175.00	\$ 1.45	\$ 3,407.50	\$ 1.55	\$ 3,642.50	\$ 2.50	\$ 5,875.00	\$ 1.40	\$ 3,290.00
30	Concrete Valve Collar	EA	120	\$ 35.00	\$ 4,200.00	\$ 59.17	\$ 7,100.40	\$ 34.50	\$ 4,140.00	\$ 400.00	\$ 11,200.00	\$ 47.50	\$ 5,700.00
31				\$ 190.00	\$ 5,320.00	\$ 350.00	\$ 9,800.00	\$ 325.00	\$ 9,100.00	\$ 400.00	\$ 11,200.00	\$ 500.00	\$ 14,000.00
32													
33													
Total				\$ 588,694.61		\$ 643,482.08		\$ 657,286.50		\$ 661,975.00		\$ 679,997.56	

KAYSVILLE CITY CORPORATION
Kaysville 2017 Waterline Project

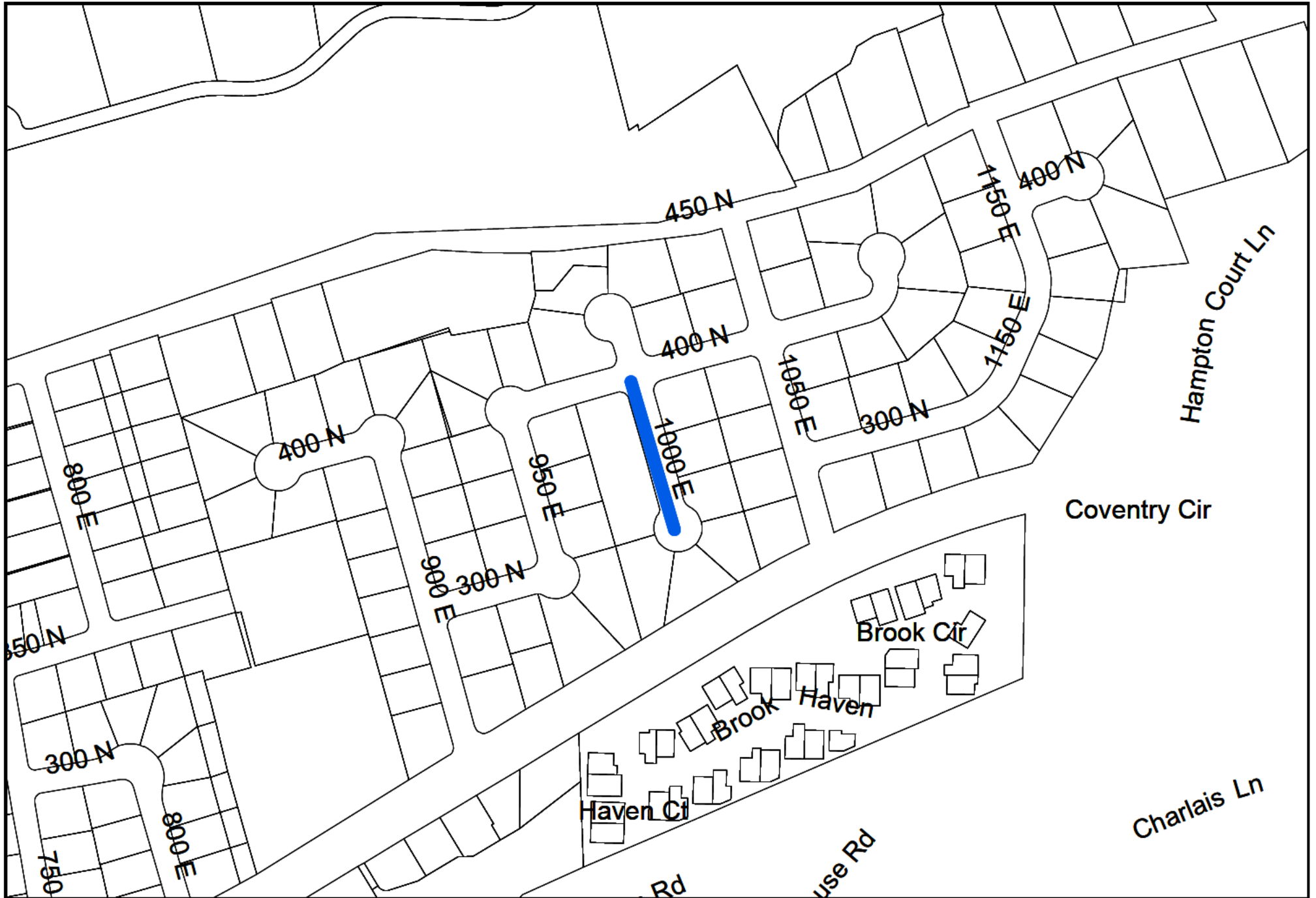
J-U-B Project No. 55-17-053
1/11/18

Bid Item	Description	Unit	Bid Quantity	Great Basin Development		Stapp Construction		Counterpoint Construction	
				Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	LS	1	\$ 31,100.00	\$ 31,100.00				
2	Traffic Control	LS	1	\$ 9,130.00	\$ 9,130.00				
3	Storm Water Control	LS	1	\$ 3,800.00	\$ 3,800.00				
4	Furnish and Install 8" PVC C-900 pipe	LF	4,900	\$ 38.00	\$ 186,200.00	\$ 3,300.00	\$ 34,400.00	\$ 176,065.00	\$ 176,065.00
5	Furnish and Install 8" Watertous Alpha Gate Valve	EA	12	\$ 1,709.00	\$ 20,508.00	\$ 46.00	\$ 225,400.00	\$ 21,647.00	\$ 21,647.00
6	Furnish and Install 10"x8" Tee	EA	1	\$ 957.00	\$ 957.00	\$ 2,550.00	\$ 30,600.00	\$ 5,655.00	\$ 5,655.00
7	Furnish and Install 8"x6" Tee	EA	4	\$ 803.00	\$ 3,212.00	\$ 915.00	\$ 915.00	\$ 32.37	\$ 158,613.00
8	Furnish and Install 8"x6" Tee	EA	6			\$ 715.00	\$ 2,860.00	\$ 1,792.00	\$ 21,504.00
9	Furnish and Install 8" Thrust Restraining Gland	EA	4					\$ 1,108.00	\$ 1,108.00
10	Furnish and Install 8" 90° Bend	EA	2	\$ 622.00	\$ 1,244.00	\$ 475.00	\$ 950.00	\$ 1,433.00	\$ 5,732.00
11	Furnish and Install 8" 45° Bend	EA	6	\$ 526.00	\$ 3,156.00	\$ 425.00	\$ 2,550.00		
12	Furnish and Install 8" 22.5° Bend	EA	5	\$ 508.00	\$ 2,540.00	\$ 390.00	\$ 1,950.00	\$ 992.00	\$ 1,984.00
13	Furnish and Install 8" 11.25° Bend	EA	4	\$ 514.00	\$ 2,056.00	\$ 390.00	\$ 1,560.00	\$ 669.00	\$ 4,014.00
14	Remove existing Tee	EA	2	\$ 600.00	\$ 1,200.00	\$ 650.00	\$ 1,300.00	\$ 507.00	\$ 2,535.00
15	Cap and Block Existing 8"	EA	6	\$ 402.00	\$ 2,412.00	\$ 450.00	\$ 2,700.00	\$ 2,492.00	\$ 2,492.00
16	Cap and Block existing 6"	EA	6	\$ 360.00	\$ 2,160.00	\$ 400.00	\$ 2,400.00	\$ 802.00	\$ 4,050.00
17	Connect to existing 10" Pipe	EA	2	\$ 4,324.00	\$ 8,648.00	\$ 1,800.00	\$ 3,600.00	\$ 736.00	\$ 4,812.00
18	Connect to existing 8" Pipe	EA	3	\$ 3,928.00	\$ 11,784.00	\$ 1,600.00	\$ 4,800.00	\$ 2,870.00	\$ 2,870.00
19	Connect to existing 8" Tee	EA	2	\$ 3,511.00	\$ 7,022.00	\$ 1,350.00	\$ 2,700.00	\$ 1,435.00	\$ 4,160.00
20	Furnish and Install 6" Fire Line, connect to existing	EA	6	\$ 6,558.00	\$ 39,348.00	\$ 2,900.00	\$ 17,400.00	\$ 2,039.00	\$ 6,117.00
21	Reconnect Long Side ¾" Water Service Laterals	EA	35	\$ 1,381.00	\$ 48,335.00	\$ 1,200.00	\$ 42,000.00	\$ 1,473.00	\$ 24,426.00
22	Reconnect Short Side ¾" Water Service Laterals	EA	32	\$ 1,115.00	\$ 35,680.00	\$ 1,080.00	\$ 34,560.00	\$ 4,071.00	\$ 24,946.00
23	Furnish and Install Watertous Alpha Fire Hydrant w/ Tee	EA	6	\$ 5,721.00	\$ 34,326.00	\$ 5,750.00	\$ 34,500.00	\$ 962.00	\$ 33,670.00
24	Remove and Return existing Fire Hydrant	EA	4	\$ 5,567.00	\$ 22,268.00	\$ 5,730.00	\$ 22,920.00	\$ 700.00	\$ 22,400.00
25	Asphalt Repair, APWA PG 58-28 w/ 15% RAP	EA	10	\$ 660.00	\$ 6,600.00	\$ 5,750.00	\$ 58,500.00	\$ 5,143.00	\$ 30,858.00
26	Untreated Base Course Material	TON	575	\$ 125.00	\$ 71,875.00	\$ 520.00	\$ 5,200.00	\$ 4,917.00	\$ 19,688.00
27	Import pipe bedding and backfill material	TON	5,050	\$ 15.00	\$ 75,750.00	\$ 102.00	\$ 58,650.00	\$ 722.00	\$ 7,220.00
28	Remove existing asphalt	TON	3,900	\$ 11.00	\$ 42,900.00	\$ 32.50	\$ 164,125.00	\$ 114.00	\$ 65,550.00
29	Saw Cut 3" thick asphalt	SY	3,000	\$ 4.00	\$ 12,000.00	\$ 14.00	\$ 54,600.00	\$ 30.00	\$ 151,500.00
30	Saw Cut 6" thick asphalt	LF	2,550	\$ 1.00	\$ 2,550.00	\$ 8.00	\$ 24,000.00	\$ 28.00	\$ 109,200.00
31	Remove and Replace Curb and Gutter	LF	2,350	\$ 1.80	\$ 4,230.00	\$ 2.50	\$ 6,375.00	\$ 3.00	\$ 9,000.00
32	Concrete Valve Collar	EA	120	\$ 40.00	\$ 4,800.00	\$ 3.50	\$ 8,225.00	\$ 1.00	\$ 2,550.00
33		EA	28	\$ 325.00	\$ 9,100.00	\$ 28.00	\$ 3,660.00	\$ 2.00	\$ 4,700.00
Total					\$ 706,891.00	Total	\$ 865,280.00	Total	\$ 923,794.00

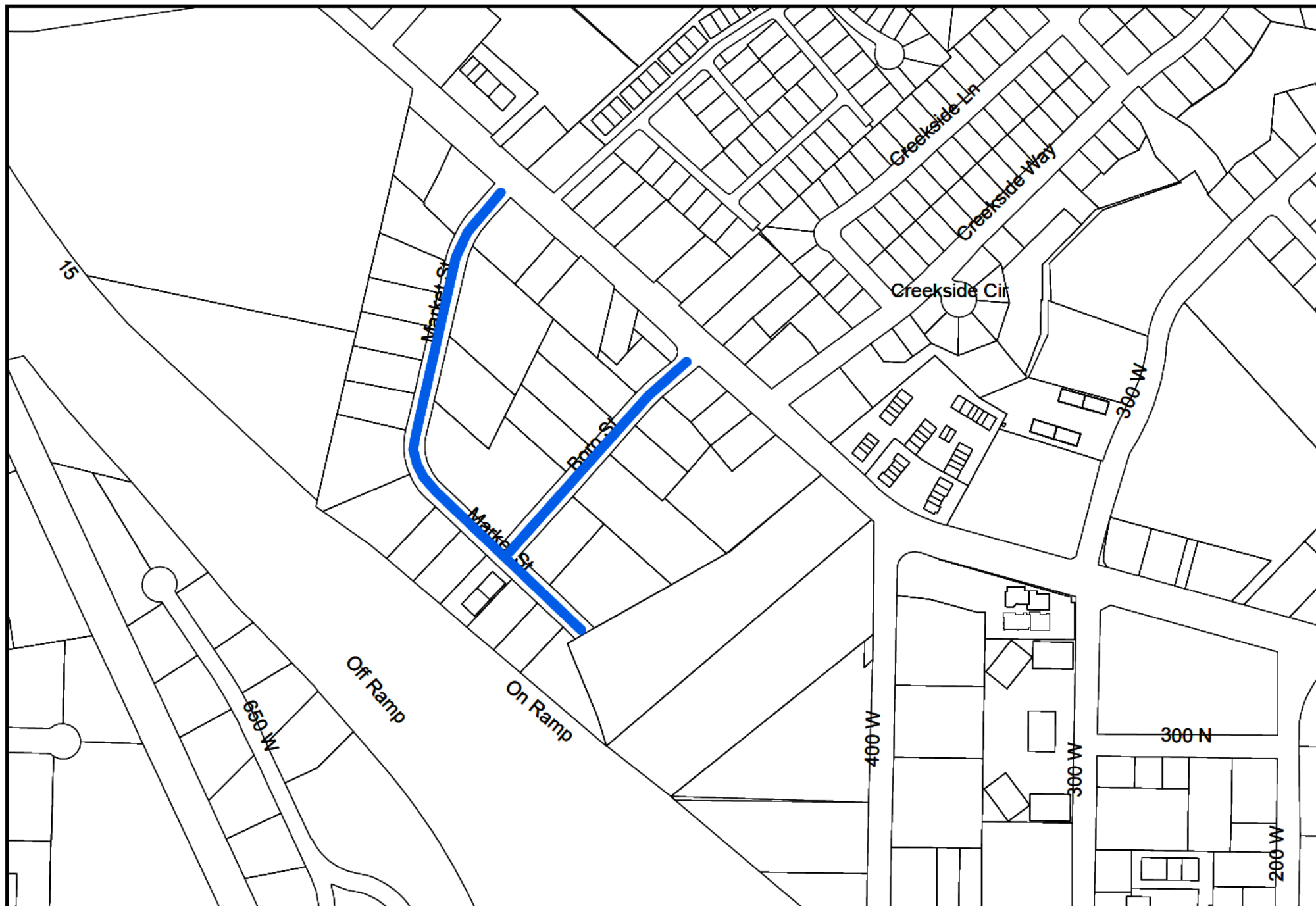
2017 Water Line Projects



2017 Water Line Projects

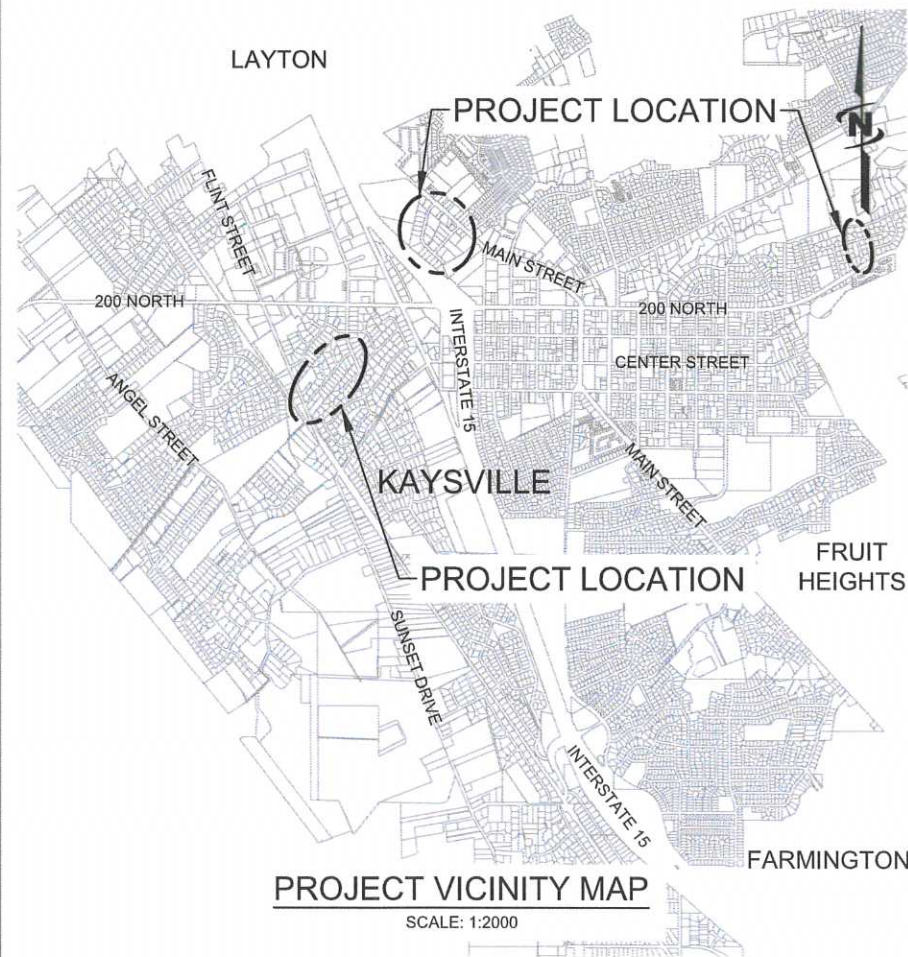


2017 Water Line Projects

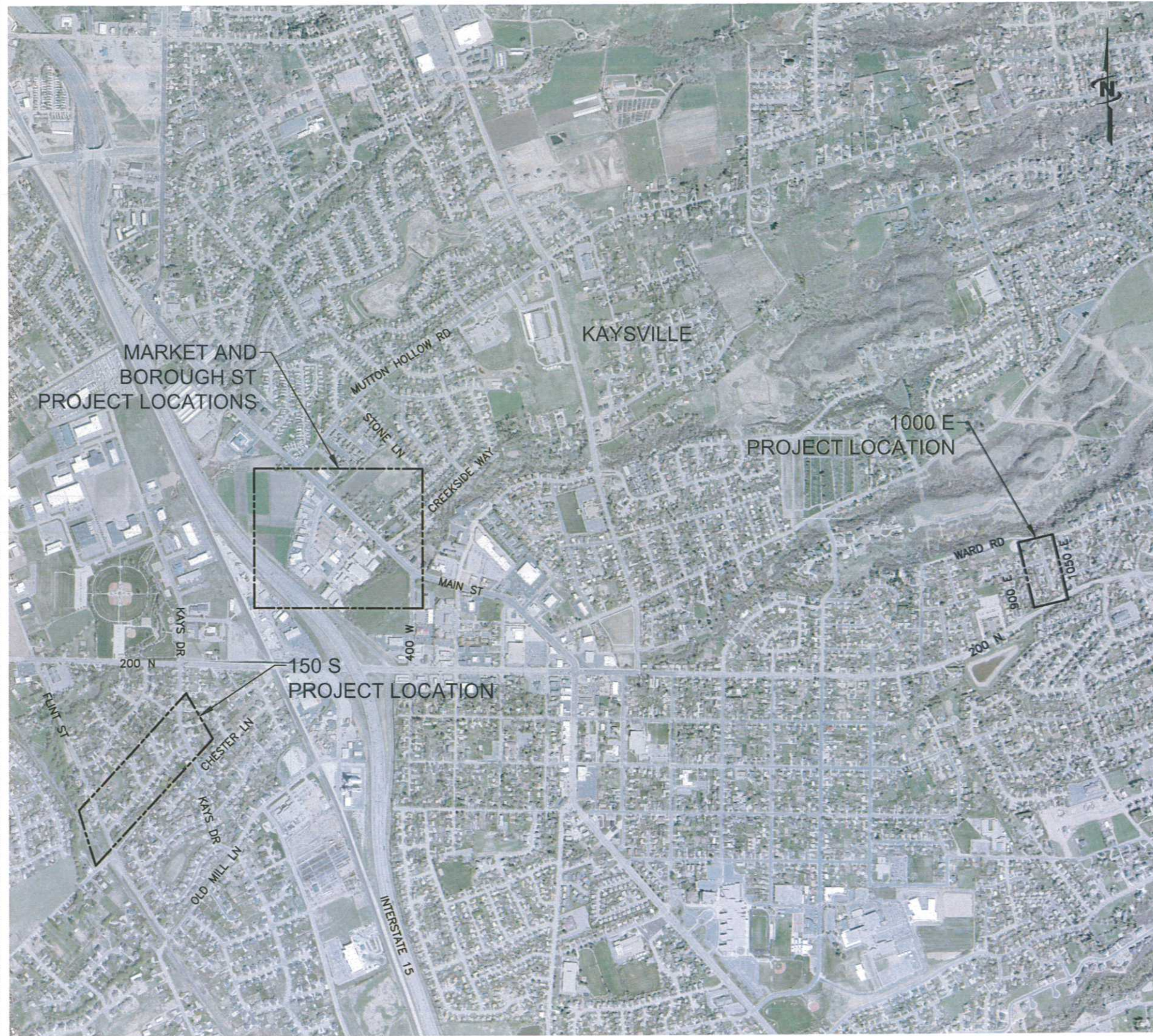




STATE OF UTAH



PROJECT VICINITY MAP
SCALE: 1:2000



PROJECT LOCATION MAP
SCALE: 1:750



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
466 North 900 West
Kaysville, Utah 84037
Phone: 801.547.0393
Fax: 801.547.0397
www.jub.com

BID SET

REVISION		NO.	DESCRIPTION	BY	DATE
THE DOCUMENT AND THE IDEAS AND DESIGN INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF JUB ENGINEERS, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND FOR THE CLIENT FOR WHICH IT WAS PREPARED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF JUB ENGINEERS, INC.					

2017 WATERLINE PROJECTS
KAYSVILLE CITY CORPORATION
VICINITY MAP AND PROJECT LOCATION MAP

FILE: 55-12-109 G-001X
JUB PROJ. #: 55-17-053
DRAWN BY: AMN
DESIGN BY: SRM
CHECKED BY: SRM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 12/7/2017
SHEET NUMBER:
G-002



City Council Staff Report

Hill Farms Subdivision Phase 6 Final Plat Approval January 18, 2018

Applicant/Owner:	Destination Homes
Location:	200 North and Angel Street
Zone:	R-1-20 and R-1-14

Description:

Over the last several months, the Hill Farms development has been constructing various phases of the project. The last phase has now been submitted for final plat approval.

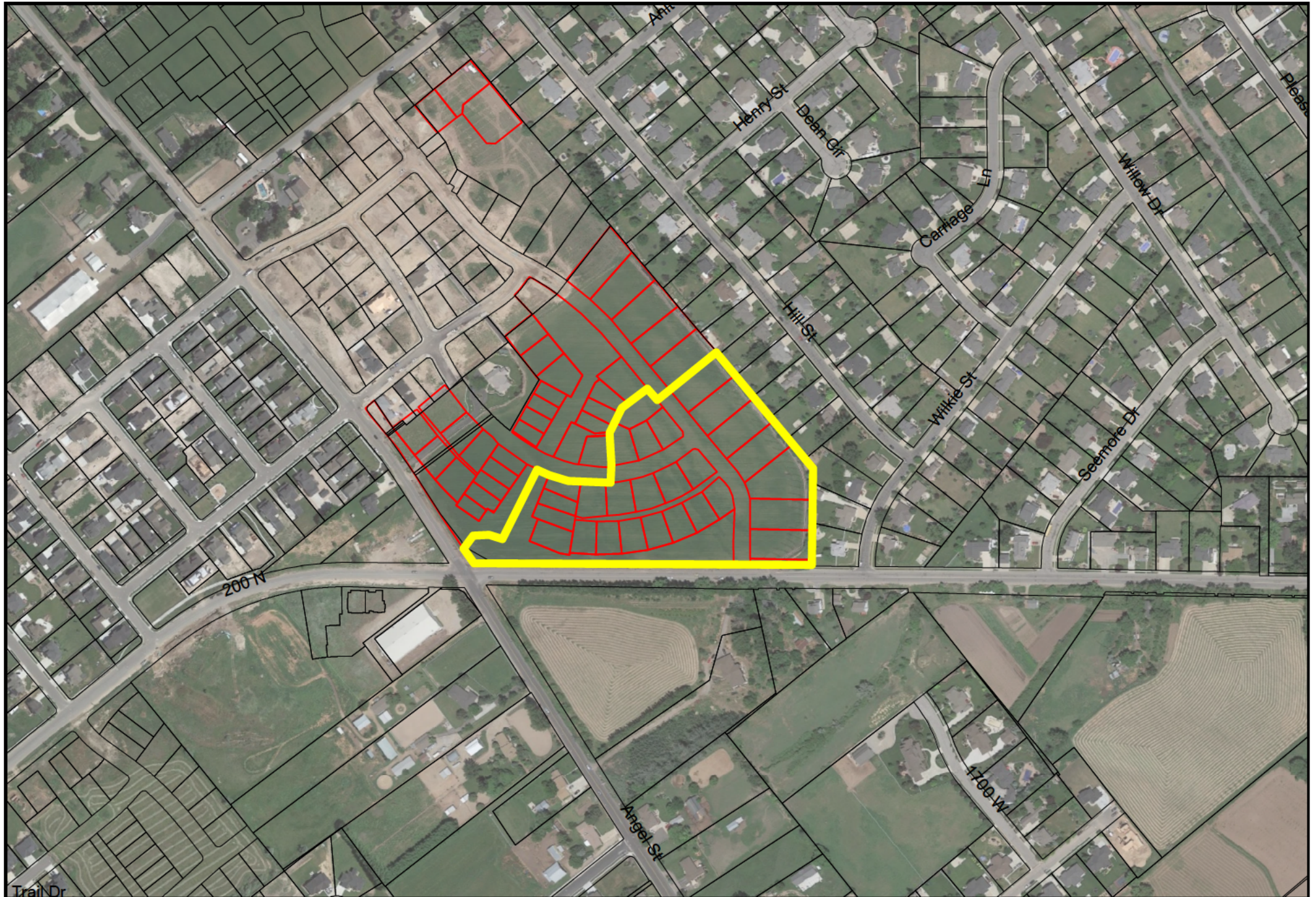
Phase 6 is located just north of 200 North and east of Angel Street. This phase consists of 27 lots and several areas of common open space. This project complies with the preliminary plat, the development agreement, and all other applicable requirements.

Recommendation:

The Planning Commission unanimously recommended approval of the final plat of Hill Farms Subdivision phase 6.

Attachment 1: Location Map
Attachment 2: Plat Map
Attachment 3: Approved Preliminary Plat

Hill Farms Phase 6





HILL FARMS PRELIMINARY PLAN
 LOT AREAS
 FOR: DESTINATION HOMES
 200 NORTH ANGEL ST
 KAYVILLE, UTAH
 PROJECT #12-019

PINNACLE
 Engineering & Land Surveying, Inc.
 Layton • West Bountiful • St. George
 2728 North 250 West, Suite #100
 Layton, UT 84041
 Phone: 801-733-1925
 Fax: 801-733-1925

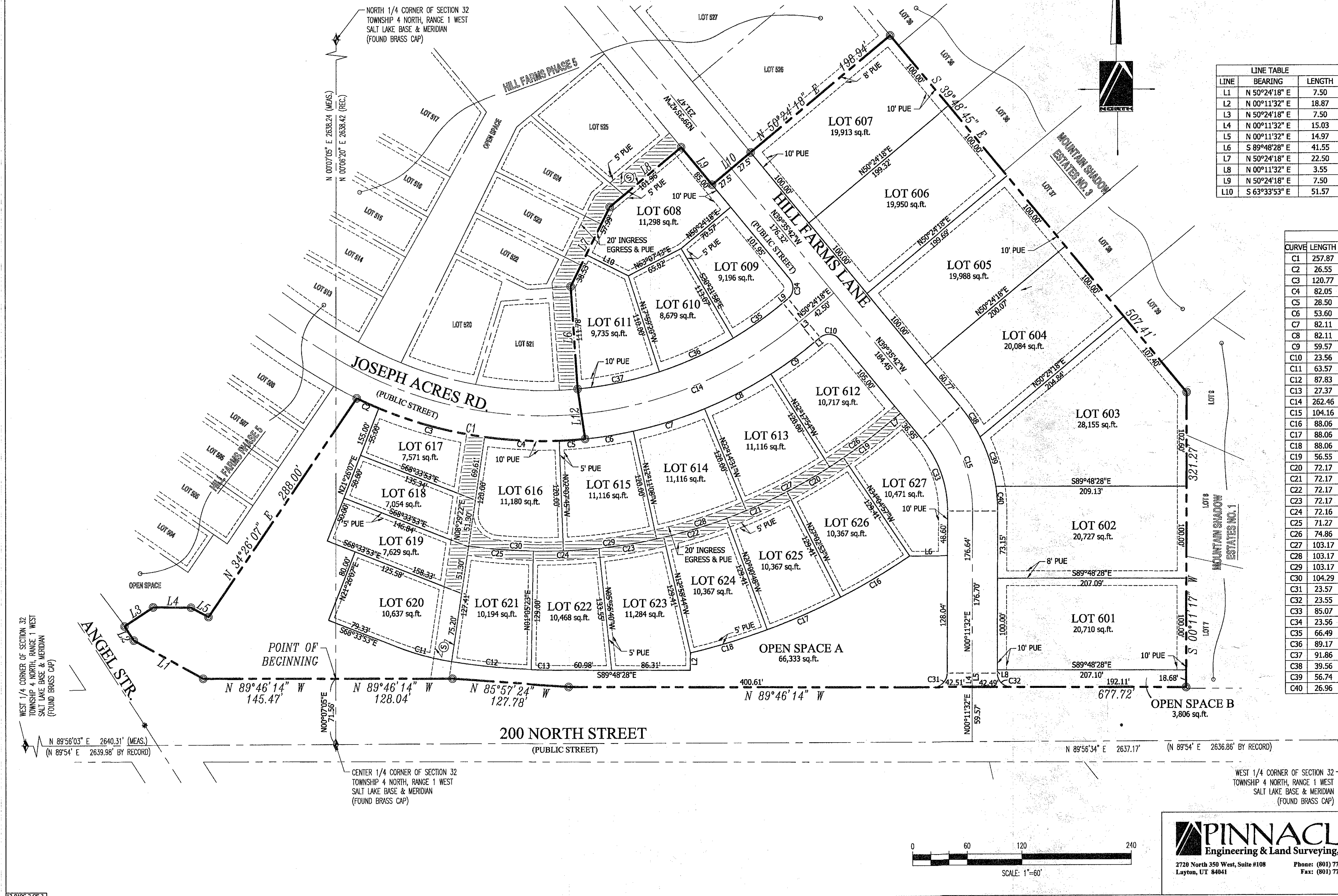
REVISION	BY	DATE
1	SPB	5-2012
2	LKM	10-2012
3	LKM	10-2012
4	LKM	10-2012
5	LKM	10-2012
6	LKM	10-2012
7	LKM	10-2012
8	LKM	10-2012
9	LKM	10-2012
10	LKM	10-2012

APPROVED BY: [Signature]
 DATE: 10-2012

STREET

HILL FARMS PHASE 6

A PLANNED RESIDENTIAL UNIT DEVELOPMENT (PRUD)
LOCATED IN THE NORTH HALF OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN. KAYSVILLE CITY, DAVIS COUNTY, UTAH
SHEET 2 OF 2



LINE	BEARING	LENGTH
L1	N 50°24'18" E	7.50
L2	N 00°11'32" E	18.87
L3	N 50°24'18" E	7.50
L4	N 00°11'32" E	15.03
L5	N 00°11'32" E	14.97
L6	S 89°48'28" E	41.55
L7	N 50°24'18" E	22.50
L8	N 00°11'32" E	3.55
L9	N 50°24'18" E	7.50
L10	S 63°33'53" E	51.57

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH. BEARING
C1	257.87	467.79	31°35'05"	254.62	S 79°49'41" E
C2	26.55	467.79	3°15'07"	26.55	S 65°39'42" E
C3	120.77	467.79	14°47'31"	120.43	S 74°41'02" E
C4	82.05	467.79	10°02'58"	81.94	S 87°06'16" E
C5	28.50	467.79	3°29'28"	28.50	N 86°07'30" E
C6	53.60	467.79	6°33'55"	53.57	N 81°05'49" E
C7	82.11	467.79	10°03'23"	82.00	N 72°47'10" E
C8	82.11	467.79	10°03'23"	82.00	N 62°43'47" E
C9	59.57	467.79	7°17'48"	59.53	N 54°03'12" E
C10	23.56	15.00	90°00'00"	21.21	N 84°35'42" W
C11	63.57	300.00	12°08'30"	63.45	S 74°38'08" E
C12	87.83	749.41	6°42'53"	87.78	S 84°21'29" E
C13	27.37	749.41	2°05'33"	27.37	S 88°45'42" E
C14	262.46	440.29	34°09'13"	258.59	N 67°28'54" E
C15	104.16	150.00	39°47'14"	102.08	N 19°42'05" W
C16	88.06	717.21	7°02'04"	88.00	N 59°26'05" E
C17	88.06	717.21	7°02'04"	88.00	N 66°28'10" E
C18	88.06	717.21	7°02'04"	88.00	N 73°30'14" E
C19	56.55	587.79	5°30'45"	56.53	N 53°09'41" E
C20	72.17	587.79	7°02'04"	72.12	N 59°26'05" E
C21	72.17	587.79	7°02'04"	72.12	N 66°28'10" E
C22	72.17	587.79	7°02'04"	72.12	N 73°30'14" E
C23	72.17	587.79	7°02'04"	72.12	N 80°32'18" E
C24	72.16	587.79	7°02'03"	72.12	N 87°34'22" E
C25	71.27	587.79	6°56'48"	71.22	S 85°26'13" E
C26	74.86	587.79	7°17'48"	74.80	N 54°03'12" E
C27	103.17	587.79	10°03'23"	103.03	N 62°43'47" E
C28	103.17	587.79	10°03'23"	103.03	N 72°47'10" E
C29	103.17	587.79	10°03'23"	103.03	N 82°50'33" E
C30	104.29	587.79	10°09'57"	104.15	S 87°02'47" E
C31	23.57	15.00	90°02'14"	21.22	N 45°12'39" E
C32	23.55	15.00	89°57'46"	21.21	S 44°47'21" E
C33	85.07	122.50	39°47'14"	83.37	N 19°42'05" W
C34	23.56	15.00	90°00'00"	21.21	N 05°24'18" E
C35	66.49	412.79	9°13'44"	66.42	N 55°01'10" E
C36	89.17	412.79	12°22'38"	89.00	N 65°49'21" E
C37	91.86	412.79	12°45'01"	91.67	N 78°23'11" E
C38	39.56	177.50	12°46'09"	39.48	N 33°12'38" W
C39	56.74	177.50	18°18'59"	56.50	N 17°40'03" W
C40	26.96	177.50	8°42'06"	26.93	N 04°09'31" W

PINNACLE
Engineering & Land Surveying, Inc.
2720 North 350 West, Suite #108
Layton, UT 84041
Phone: (801) 773-1910
Fax: (801) 773-1925



City Council Staff Report

Annexation Agreement January 18, 2018

Executive Summary:

City staff has been working with the applicant for several months on a proposed annexation. All required notices have been given and necessary public hearings have previously been held and the City Council is now able to take action on the annexation petition. Several important issues have arisen over this time including how to supply services such as power or water to this area. City staff has worked with the petitioners to create an annexation agreement in which those issues have been mitigated sufficiently for annexation.

While every detail has not been completely decided at this time, city staff believe this agreement gives the staff the comfort level to continue to negotiate with the applicant during the development review process on how and when certain activities take place while also granting the applicant acceptance into our city with the assurance that services will be delivered as outlined in the agreement.

Recommendation:

The city council should take one of the following three actions:

- 1) Adopt the Annexation Agreement as presented.
- 2) Adopt the Annexation Agreement with suggested changes.
- 3) Do not adopt the Annexation Agreement and remand it back to staff with further direction.

It is recommended that the city council **Adopt the Annexation Agreement as presented.**

**AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND BETWEEN
KAYSVILLE CITY AND FROST FAMILY REAL ESTATE, LLC.**

(Approximately 1402 North Highway 89)

THIS AGREEMENT for the development of land (hereinafter referred to as this “Agreement”) is made and entered into this ____ day of _____, 2018, between KAYSVILLE CITY, a municipal corporation of the State of Utah (hereinafter referred to as “City”), and FROST FAMILY REAL ESTATE, LLC (hereinafter referred to as “Owner”). City and Owner collectively referred to as the “Parties” and separately as “Party”.

RECITALS

WHEREAS, Kaysville City has received a petition for annexation located at approximately 1402 North Highway 89 in Kaysville City which consists of approximately 61 acres (hereinafter the “Annexation Area”), which is depicted on Exhibit “A” attached hereto (hereinafter “Exhibit A”); and

WHEREAS, in furtherance of the objectives of the Kaysville City General Plan, City has considered an application for an annexation of property into the City and zone designation of Kaysville City R-1-8 (Single Family Residential) zoning district, of 37 acres of the Annexation Area, (hereinafter the “Subject Area”) which is depicted on Exhibit “B” and attached hereto (hereinafter “Exhibit B”); and

WHEREAS, Owner is the Owner of the above described Subject Area and has presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with the overall objectives of Kaysville City’s General Plan; and

WHEREAS, Parties desire to enter into this Agreement to provide for the annexation, and for the rezoning of the Subject Area, in a manner consistent with the overall objectives of the City’s General Plan and the intent reflected in that Plan; and

WHEREAS, City is willing to annex, and to grant R-1-8 (Single Family Residential) zoning approval for the Subject Area, subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to the Subject Area and surrounding property values and will enable the City Council to consider the approval of such development at this time; and

WHEREAS, City believes that entering into the Agreement with Owner is in the vital and best interest of the City and the health, safety, and welfare of its residents.

NOW, THEREFORE, each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

The following terms have the meaning and content set forth in this Article I, wherever used in this Agreement:

1.1 “City” shall mean Kaysville City, a body corporate and politic of the State of Utah. The principal office of City is located at 23 East Center Street, Kaysville, Utah 84037.

1.2 “City’s Undertakings” shall mean the obligations of the City set forth in Article III.

1.3 “Owner’s Undertakings” shall have the meaning set forth in Article IV.

ARTICLE II CONDITIONS PRECEDENT

2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Kaysville City Council.

2.2 Owner agrees to restrict the uses permitted under the R-1-8 zoning designation, as set forth herein.

ARTICLE III CITY’S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Section 2.2 and Article II, City shall approve the annexation of the Subject Area, and designate the zone as Kaysville City R-1-8 zoning district, with an effective date of no sooner than the effective date and adoption of this Agreement by the City Council. Any annexation or zoning amendment shall occur upon a finding by the City Council that it is in the best interest of the health, safety and welfare of the citizens of Kaysville City to make such a change at this time.

3.2 The proposed zoning is as reflected on Exhibit “A.”

ARTICLE IV OWNER’S UNDERTAKINGS

4.1 Conditioned upon City’s performance of its undertakings set forth in Article III with regard to the annexation and to the zoning of the Subject Property, and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owner agrees to the following:

4.1.1 **Power Extension**—The power shall be extended to service the subject area. Owner shall pay the full and complete cost of electric system extensions installed by the City.

4.1.2 **Power Provider**— All new and existing development within Owner’s Property shall be serviced from the date of annexation forward by Kaysville City Power. The full and complete cost of acquiring the existing power infrastructure from the existing provider shall be paid for by Owner and dedicated, free of charge, to Kaysville City Power.

4.1.3 **Culinary Water**— As of the date of this agreement, culinary water service is only available to service an elevation of 4,975 feet or lower. Should Owner desire to develop above this elevation, additional infrastructure is necessary to provide sufficient water pressure to be approved by the City. Such infrastructure as is necessary for the development of any portion of the Owner's Property shall be paid for by Owner. In the event the City determines that a joint venture of such infrastructure is desirable, Owner shall be responsible for covering the full and complete cost of installing all of the necessary infrastructure to service their property. City shall only be responsible for any costs associated with oversized capacity. Owner shall acquire all necessary permits, easements, and real property to operate the culinary water system including any necessary water tank. The City, at its sole discretion, shall determine if parties outside this agreement shall participate, benefit, or connect to the culinary water system.

4.1.4 **Right of Way Dedication**— For the purpose of providing access to Owner's Property and the necessary easement for utility lines and infrastructure, Owner shall dedicate to the Utah Department of Transportation (UDOT) their desired amount of property for the purpose of the upcoming US 89 road project.

4.1.5 **Secondary Water**—Owner shall be required to pay for, install, and construct a pressurized secondary water system to service their property. The property shall not be irrigated by culinary water.

4.1.6 **Road Connectivity**— Owner agrees that development of the subject area identified as tax parcel 11-036-0031 in Davis County, Utah containing approximately 37.5 acres (the "Frost Property") shall take place in a manner similar to that shown in Exhibit "B" including connections to the existing stub roads along 25 South Street in Layton, Utah and no less than 2 connections to the property to the south of the subject area. The area south is identified as tax parcel 11-036-0073 in Davis County, Utah containing approximately 14.6 acres which property is also included as part of this annexation.

4.1.7 **Number of homes**—the number of homes built on the subject area shall not exceed 95.

4.1.8 **Payback Agreement**—Owner may, at its discretion, submit a payback agreement application in compliance with Kaysville City Code 19-6-4 which shall be considered and presented to the City Council for approval. Owner is notified that this agreement does not bind the City to agree to enter into a payback agreement. Owner is notified that payback agreements shall be subject to a reasonable administrative fee charged by the city to administer and insure that the payback is complied with.

4.1.9 **Payment Schedule**—Owner agrees to pay all costs associated with the above terms prior to recording a final plat on any of the subject area.

4.2 These enumerations are not to be construed as approvals thereof, as any required approval process must be pursued independent hereof.

4.3 Owner agrees to limit development to the uses allowed in the R-1-8 zone for all properties within the Subject Area, and if other uses are desired, Owner agrees to seek amendment of this Agreement before pursuing the development of those uses.

4.4 Any conflict between the provisions of this Agreement and the City's codified requirements shall be resolved in favor of the more strict requirement.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

5.1 Issuance of Permits - Owner. Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner's Undertakings and shall make application for such permits directly to the Kaysville City Community Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Owner shall, in good faith, reasonably pursue completion of the development. Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City's ordinances and regulations, such that it will stand alone, if no further work takes place on the project.

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owner's Undertakings. City shall indemnify, defend and hold Owner harmless from and against all liability, loss, damage, costs or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person, property or improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted in this paragraph.

ARTICLE VI REMEDIES

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

6.1.1 cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

6.1.2 If the remedy of reversion is pursued, the defaulting party agrees not to contest the reversion of the zoning on undeveloped portions of the Subject Area, by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversion of the zoning from R-1-8 (Single Family Residential) to A-1 (Light Agriculture).

6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Owner. In the event of a default by Owner's assignee, Owner may elect, in its discretion, to cure the default of such assignee; provided, Owner's cure period shall be extended by thirty (30) days.

ARTICLE VII GENERAL PROVISIONS

7.1 Successors and Assigns of Owner. This Agreement shall be binding upon Owner and its successors and assigns, and where the term "Owner" is used in this Agreement it shall mean and include the successors and assigns of Owner, except that City shall have no obligation under this Agreement to any successor or assign of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in Ownership (successor or assign of Owner) of the Subject Area. Upon approval of any assignment by City, or in the event Owner assign all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.

7.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt

requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Owner: FROST FAMILY REAL ESTATE LLC
402 East Canyon Oak Road
Salt Lake City, UT 84013

To City: KAYSVILLE CITY CORPORATION
23 East Center Street
Kaysville, Utah 84037
Attn: Shayne Scott, City Manager
(801) 546-1235

Upon at least ten (10) days' prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of such transmission.

7.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Owner.

7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Owner.

7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

7.8.1 With regard to Owner's Undertakings, performance of Owner of Owner's Undertakings as set forth herein.

7.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

Upon an Owner's request (or the request of Owner's assignee), the City agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

7.9 Recordation. This Agreement will be recorded in the Davis County Recorder's Office.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

KAYSVILLE CITY CORPORATION,

By: _____
Katie Witt, Mayor

ATTEST:

By: _____
MARIA DEVEREUX, City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 20____, personally appeared before me KATIE WITT, who duly acknowledged to me that she is the MAYOR of KAYSVILLE CITY, and that foregoing Annexation Agreement was signed by her in behalf of said corporation, and KATIE WITT acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

FROST FAMILY REAL ESTATE, LLC

Signed by:

Name

Title

OWNER ACKNOWLEDGEMENT - CORPORATION/PARTNERSHIP

(Complete only if signing on behalf of a Corporation/Partnership)

STATE OF _____)

:ss

COUNTY OF _____)

On this _____ day of _____, 20 ____, personally appeared before me _____
who being by me duly sworn did say that he/she is the _____ of _____
_____, a _____ corporation/partnership, and that _____ is
the legal property owner of record of the property subject to this Agreement and that the foregoing Agreement was signed
in behalf of said corporation/partnership by authority of its Board of Directors/by-laws, and he/she acknowledged to me
that said corporation/partnership executed the same.

Notary Public

****IF ADDITIONAL SIGNERS AND/OR NOTORIAL WORDING ARE NECESSARY,
PLEASE NOTATE ANY ADDITIONS ON THIS NOTARY PAGE AND ATTACH A
STATE APPROVED NOTARIAL CERTIFICATE, WHICH IDENTIFIES THE
DOCUMENT THE ATTACHED NOTARIAL CERTIFICATE RELATES TO, AS WELL
AS, THE NUMBER OF PAGES IN THE DOCUMENT****

RESOLUTION 18-1-5

**A RESOLUTION APPROVING THE ACCEPTANCE OF PROPERTY FROM THE
SUNSET EQUESTRIAN HOA ALONG THE FRONTAGE OF PIONEER PARK
ABUTTING ANGEL STREET**

WHEREAS, when the Sunset Equestrian subdivision was approved it was anticipated that a trail would run alongside and abutting Angel Street; and

WHEREAS, subsequent development eliminated the possibility of extending this trail in a feasible and useful manner; and

WHEREAS, Kaysville City is developing property known as Pioneer Park, located on Angel Street in the south west section of the City; and

WHEREAS, this park will be a public park for all citizens of Kaysville; and

WHEREAS, during the development process of Pioneer Park, a parcel along the parks frontage with Angel Street was determined to still be owned by the Sunset Equestrian Estates HOA with a utility access easement; and

WHEREAS, in order to complete and fulfill the intent of this public park, it is the desire of the City to accept a quit-claim deed for the subject parcel property; and

WHEREAS, this parcel is of such a size and shape that the Sunset Equestrian Park has no further interest or need in maintaining ownership of it.

WHEREAS, as this property will be involved in the development of Pioneer Park, 1285 S Angel St, it is the desire of the City to accept said property.

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

1. That the City accept a quit-claim deed from Sunset Equestrian Estates HOA for a parcel of property as set forth in the quit-claim deed which is attached hereto and made part hereof by this reference.
2. That the Mayor be authorized to execute the acceptance of said deed and any other documents necessary for completion of this transaction.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this 18 day of January, 2018.

Katie Witt, Mayor

ATTEST:

Maria Devereux, City Recorder



City Council Staff Report

Resolution 18-1-5

Description:

Pioneer Park is a 10.56 acre park site located in the south west section of the City. This park sits at approximately 1285 South Angel Street. The park is bordered by residential development (Sunset Equestrian Estates) on the north, east and south sides along with a charter school to the south. As development of the Park has progressed, it was discovered that the Sunset Equestrian Estates HOA owned a parcel of property along Angel Street. This parcel was from the original plat dating to the beginning of development of the Sunset Equestrian Estates in 2007. A quit-claim deed has been submitted to transfer the property in question to the City.

Alternatives:

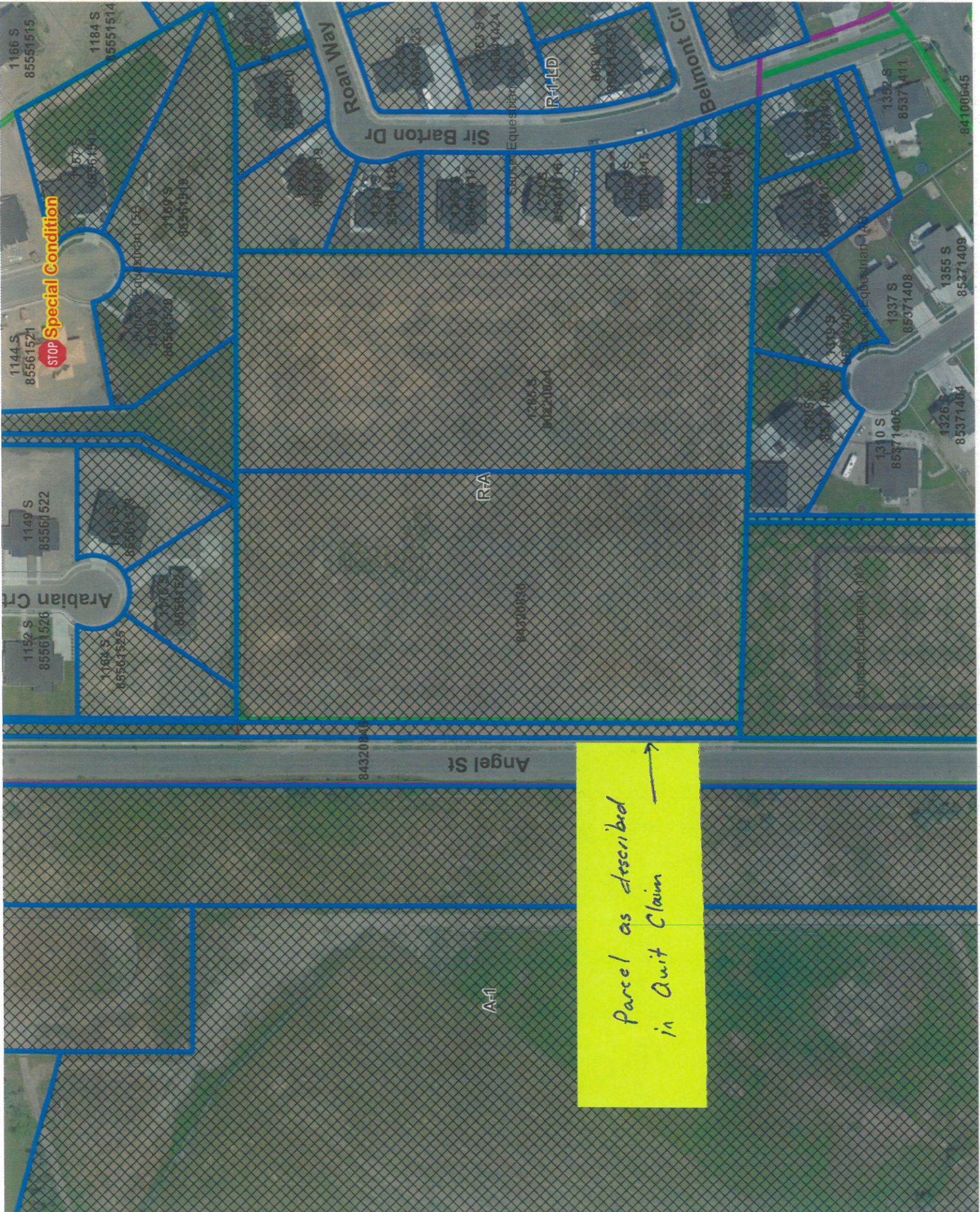
Alternatives are to 1) Adopt Resolution 18-1-5 accepting the Quit-Claim deed from Sunset Equestrian Estates HOA; 2) Adopt Resolution 18-1-5 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 18-1-5 and remand Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 18-1-5 accepting the Quit-Claim deed from Sunset Equestrian Estates HOA and authorizing the Mayor to sign the necessary documents.

Reasoning:

Since the original plat of the Sunset Equestrian Estates was made, changes have been made to the plat as development progressed. When Jefferson Academy was built this same type of parcel, as in this quit-claim deed, was removed from the plat map. When the LDS Church was built farther north on Angel Street this same type parcel was removed. By accepting this parcel it cleans up the plat and allows the City to own all property being developed and maintained as Pioneer Park. It relieves the HOA of any liability with owning a parcel in a developed public park.



KAYSVILLE SUNSET EQUESTRIAN ESTATES PLAT 8

A SUBDIVISION LOCATED IN THE EAST HALF OF SECTION 9, THE SOUTH HALF OF SECTION 4 AND THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, KAYSVILLE CITY, DAVIS COUNTY, UTAH

PREFIX
08-432
LAST #
PG. 1 OF 4

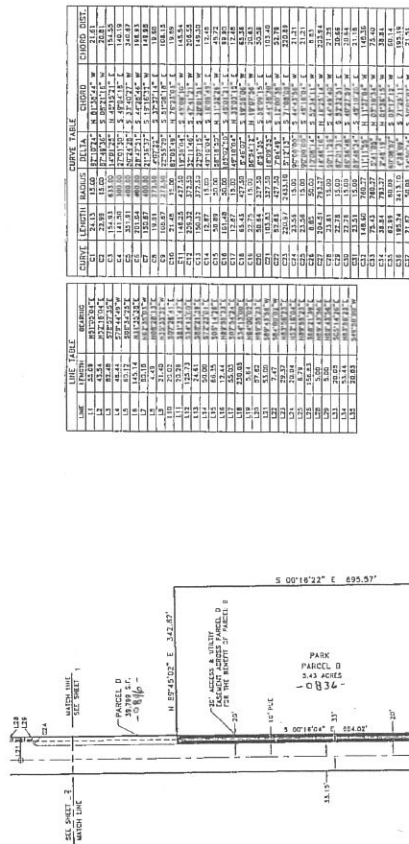
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SCALE:
1" = 200'

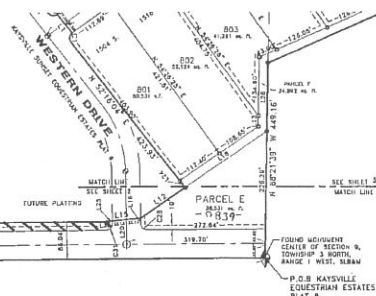
DEVELOPMENT: KAYSVILLE SUNSET EQUESTRIAN ESTATE PLAT 8
LOTS: PARCELS A - K
CITY: KAYSVILLE

FILE # 4743
R 11-19-07
S.W. 1/4 SEC. 9, T.3N., R.1W.
S.E. 1/4 SEC. 10, T.3N., R.1W.
S.E. 1/4 SEC. 4, T.3N., R.1W.
S.W. 1/4 SEC. 9, T.3N., R.1W.



- NOTES**
1. All lots shown will be surveyed and mapped into the official plat of the subdivision. The plat will be recorded in the public records of Davis County, Utah.
 2. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 37A, Utah Code Annotated, and the rules and regulations of the Utah State Office of Public Safety.
 3. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 37A, Utah Code Annotated, and the rules and regulations of the Utah State Office of Public Safety.
 4. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 37A, Utah Code Annotated, and the rules and regulations of the Utah State Office of Public Safety.
 5. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 37A, Utah Code Annotated, and the rules and regulations of the Utah State Office of Public Safety.
 6. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 37A, Utah Code Annotated, and the rules and regulations of the Utah State Office of Public Safety.
 7. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 37A, Utah Code Annotated, and the rules and regulations of the Utah State Office of Public Safety.
 8. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 37A, Utah Code Annotated, and the rules and regulations of the Utah State Office of Public Safety.
 9. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 37A, Utah Code Annotated, and the rules and regulations of the Utah State Office of Public Safety.
 10. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 37A, Utah Code Annotated, and the rules and regulations of the Utah State Office of Public Safety.

SEE KAYSVILLE SUNSET EQUESTRIAN
ESTATES PLAT 14A -
PG. 08-453



- LEGEND:**
- 1. Subdivision Boundary
 - 2. Easement
 - 3. Right-of-Way
 - 4. Survey Line
 - 5. Corner Mark
 - 6. Section Line
 - 7. Township Line
 - 8. Range Line
 - 9. Meridian Line
 - 10. Base Line



KAYSVILLE SUNSET EQUESTRIAN ESTATES PLAT 8

A SUBDIVISION LOCATED IN THE EAST HALF OF SECTION 9, THE SOUTH HALF OF SECTION 4 AND THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, KAYSVILLE CITY, DAVIS COUNTY, UTAH

PREFIX
08-432

LAST #
PG. 2 OF 4

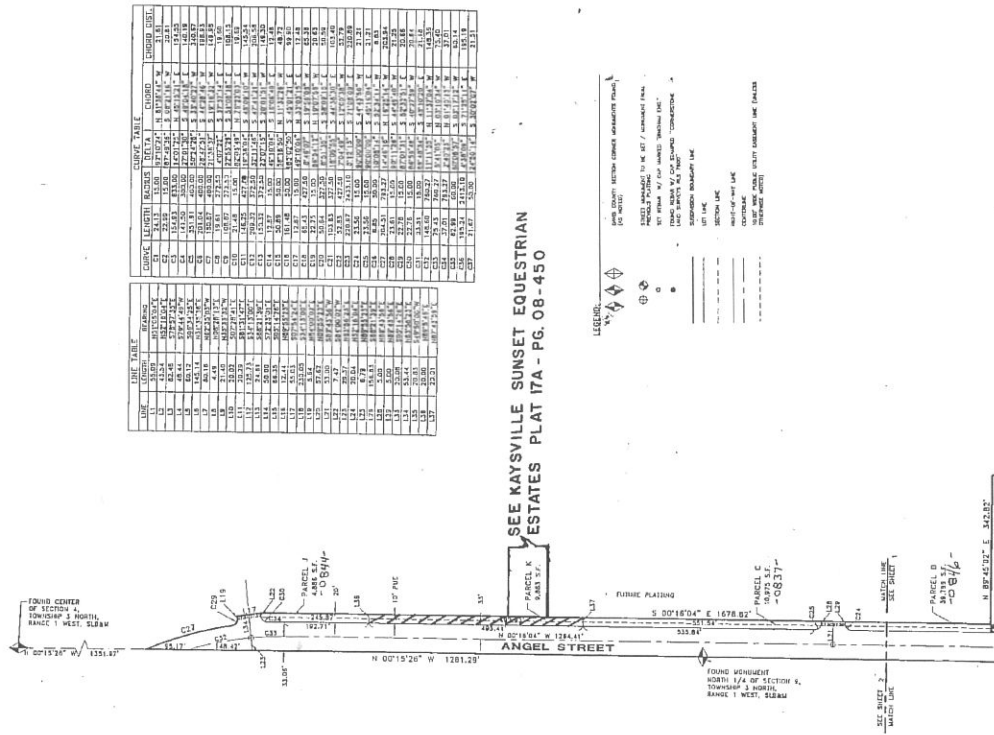
N



SCALE:
1" = 200'

DEVELOPMENT: KAYSVILLE SUNSET EQUESTRIAN ESTATE PLAT 8
801 THRU 834 &
LOTS: PARCELS A - K
CITY: KAYSVILLE

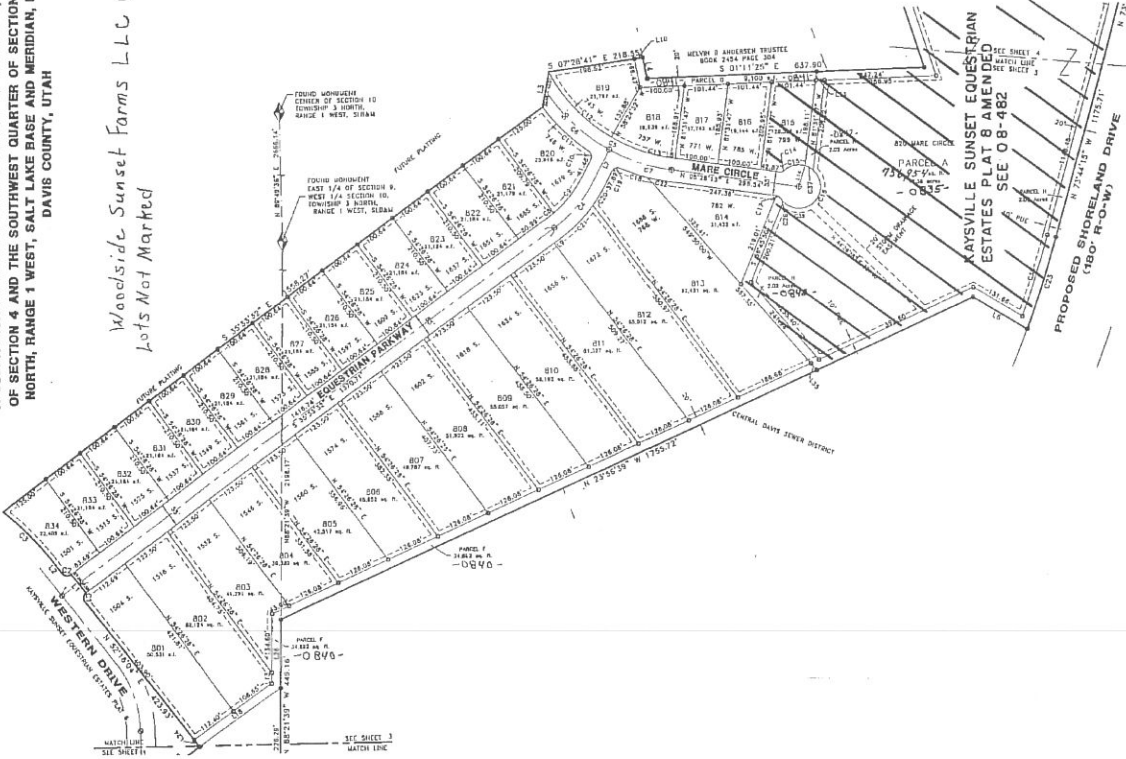
SEC. 9, T.3N, R.1W
SEC. 4, T.3N, R.1W
SEC. 10, T.3N, R.1W
S.W. 1/4 SEC. 9, T.3N, R.1W
S.L.M. DAVIS COUNTY, UTAH
FILE # 4743
R 11-19-07



**KAYSVILLE SUNSET EQUESTRIAN ESTATES
PLAT 8**

A SUBDIVISION LOCATED IN THE EAST HALF OF SECTION 9, THE SOUTH HALF OF SECTION 4 AND THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, KAYSVILLE CITY, DAVIS COUNTY, UTAH

*Woodside Sunset Farms LLC Owns All
Lots Not Marked*



LOT	AREA	ACRES
1	0.10	0.10
2	0.10	0.10
3	0.10	0.10
4	0.10	0.10
5	0.10	0.10
6	0.10	0.10
7	0.10	0.10
8	0.10	0.10
9	0.10	0.10
10	0.10	0.10
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92	0.10	0.10
93	0.10	0.10
94	0.10	0.10
95	0.10	0.10
96	0.10	0.10
97	0.10	0.10
98	0.10	0.10
99	0.10	0.10
100	0.10	0.10

LOT	AREA	ACRES
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2	0.10	0.10
3	0.10	0.10
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5	0.10	0.10
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93	0.10	0.10
94	0.10	0.10
95	0.10	0.10
96	0.10	0.10
97	0.10	0.10
98	0.10	0.10
99	0.10	0.10
100	0.10	0.10

LOT	AREA	ACRES
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2	0.10	0.10
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LOT	OWNER	PID
631	Shane N. Mikesas,	0837
632	Robert J. Tolman	0832
633	Robert J. Tolman	0833
634	Robert J. Tolman	0834
635	Robert J. Tolman	0835
636	Robert J. Tolman	0836
637	Robert J. Tolman	0837
638	Robert J. Tolman	0838
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657	Robert J. Tolman	0857
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660	Robert J. Tolman	0860
661	Robert J. Tolman	0861
662	Robert J. Tolman	0862
663	Robert J. Tolman	0863
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751	Robert J. Tolman	0951
752	Robert J. Tolman	0952
753	Robert J. Tolman	0953
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791	Robert J. Tolman	0991
792	Robert J. Tolman	0992
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794	Robert J. Tolman	0994
795	Robert J. Tolman	0995
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798	Robert J. Tolman	0998
799	Robert J. Tolman	0999
800	Robert J. Tolman	1000

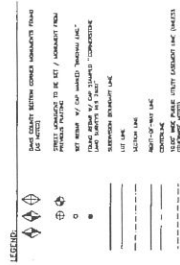
A SUBDIVISION LOCATED IN THE EAST HALF OF SECTION 9, THE SOUTH HALF OF SECTION 4 AND THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, KAYSVILLE CITY, DAVIS COUNTY, UTAH

Z

SCALE: 1" = 200'

DEVELOPMENT: KAYSVILLE SUNSET EQUESTRIAN ESTATE PLAT 8
CITY: KAYSVILLE
LOTS: PARCELS A - K
801 THRU 834 &

FILE # 4743
R 11-19-07
S 1 1/2 SEC. 9, T. 3N., R. 1W.
S 1 1/2 SEC. 4, T. 3N., R. 1W.
S 1 1/2 SEC. 10, T. 3N., R. 1W.
S.L.M. DAVIS COUNTY, UTAH



CLIQUE	LENGTH	ALPHAS	DELTA	CLIQUE TYPE	CHORD SIZE
001	11.0	15.0	17.0	1	2.0
002	11.0	15.0	17.0	1	2.0
003	11.0	15.0	17.0	1	2.0
004	11.0	15.0	17.0	1	2.0
005	11.0	15.0	17.0	1	2.0
006	11.0	15.0	17.0	1	2.0
007	11.0	15.0	17.0	1	2.0
008	11.0	15.0	17.0	1	2.0
009	11.0	15.0	17.0	1	2.0
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012	11.0	15.0	17.0	1	2.0
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019	11.0	15.0	17.0	1	2.0
020	11.0	15.0	17.0	1	2.0
021	11.0	15.0	17.0	1	2.0
022	11.0	15.0	17.0	1	2.0
023	11.0	15.0	17.0	1	2.0
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030	11.0	15.0	17.0	1	2.0
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046	11.0	15.0	17.0	1	2.0
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049	11.0	15.0	17.0	1	2.0
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084	11.0	15.0	17.0	1	2.0
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086	11.0	15.0	17.0	1	2.0
087	11.0	15.0	17.0	1	2.0
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089	11.0	15.0	17.0	1	2.0
090	11.0	15.0	17.0	1	2.0
091	11.0	15.0	17.0	1	2.0
092	11.0	15.0	17.0	1	2.0
093	11.0	15.0	17.0	1	2.0
094	11.0	15.0	17.0	1	2.0
095	11.0	15.0	17.0	1	2.0
096	11.0	15.0	17.0	1	2.0
097	11.0	15.0	17.0	1	2.0
098	11.0	15.0	17.0	1	2.0
099	11.0	15.0	17.0	1	2.0
100	11.0	15.0	17.0	1	2.0

LINE TABLE		
LINE	LENGTH	SEASON
1,1	32,09	1975-2017
1,2	32,09	1975-2017
1,3	32,09	1975-2017
1,4	32,09	1975-2017
1,5	32,09	1975-2017
1,6	32,09	1975-2017
1,7	32,09	1975-2017
1,8	32,09	1975-2017
1,9	32,09	1975-2017
1,10	32,09	1975-2017
1,11	32,09	1975-2017
1,12	32,09	1975-2017
1,13	32,09	1975-2017
1,14	32,09	1975-2017
1,15	32,09	1975-2017
1,16	32,09	1975-2017
1,17	32,09	1975-2017
1,18	32,09	1975-2017
1,19	32,09	1975-2017
1,20	32,09	1975-2017
1,21	32,09	1975-2017
1,22	32,09	1975-2017
1,23	32,09	1975-2017
1,24	32,09	1975-2017
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1,78	32,09	1975-2017
1,79	32,09	1975-2017
1,80	32,09	1975-2017
1,81	32,09	1975-2017
1,82	32,09	1975-2017
1,83	32,09	1975-2017
1,84	32,09	1975-2017

B Bingham Engineering
11111 West 14th Ave. Suite 100, Fort Lauderdale, FL 33309
(407) 551-1111 • FAX (407) 551-1112

437 700

80



City Council Staff Report

Substation Technician Job Description January 18, 2018

Executive Summary:

We have not been doing Substation work in Kaysville unless it was responding to an emergency in more than 4 years. Routine substation maintenance has not taken place in the city. We have been talking about contracting with another firm to be more proactive but the going rate for a sub tech is \$85/hour. City staff believe we are at the point where we need our own person in house. We want to act more proactively in how we maintain our substations and not simply react to emergencies but repair and replace things while power is still on.

With an in-house Sub Tech, we would have had someone during the last power outage that would have verified the substations were unharmed by the outage or could have repaired them during the outage so the subsequent outage the next week would not have taken place. We also could have someone that is more adept at re-routing power from one substation to another which would have brought our grocers up sooner under the first outage scenario. We don't want to rely on the full time employees of other cities to come in and repair our equipment and facilities when we have a problem. We can't rely on their schedules and believe that Kaysville residents demand better service.

Recommendation:

The city council should take one of the following three actions:

- 1) Adopt the Substation Technician Job Description as proposed.
- 2) Adopt the Substation Technician Job Description with suggested changes.
- 3) Do not adopt the Sub Tech Job Description and remand it back to staff with further direction

It is recommended that the city council **Adopt the Substation Technician Job Description as proposed.**

KAYSVILLE CITY

Position: Substation Technician

Effective Date: _____

Department: Power

Status: Non-Exempt

Position Summary

Under general supervision of the Operations Supervisor, performs work in the operation, construction and maintenance of the substations, and other electric department and city facilities associated with the transmission, distribution and control of electricity.

Tools and Equipment

Personal computer word processing, spreadsheet and specialized software and other equipment pertaining to this position.

Working knowledge of testing equipment associated with substation testing and maintenance.

Ability to operate equipment associated with substation construction and maintenance.

Typical Duties

1. Operates and maintains substations; tests oil from circuit breakers, voltage regulators, and transformers; checks, operates, and maintains mechanical and electrical parts in circuit breakers, voltage regulators, control panels and transformers; operates and maintains substation controls and alarm points; and performs new wiring of substations. Keeps accurate logs on all substations and relying.
2. Participates and assists in primary substation voltage switching procedures during planned and emergency repairs and outages. Performs load balancing and prepares possible solutions for load balancing. Prepares reports concerning load transfers to balance substation load.
3. Responsible for all safety aspects required by the nature of the position and job requirements. Must keep safety first and foremost in and during the process of all projects for the safety of citizens and personnel that enter or are in proximity to work being performed by this person or crew.
4. Provides regular operation and maintenance of power equipment, repairs electrical wiring on power equipment, and checks and repairs control systems. Replaces equipment as needed.
5. Installs, maintains, and repairs motors, controls, and electrical equipment, including batteries, reclosures, circuit breakers, transformer, timers, bypass switches, regulators, metering, and load tap changers.
6. Reads and records findings from voltmeters and charts in substations.

7. Reads, records, and calculates readings of watt-hour meters, VAR meters, and counters.
8. Assists in substation construction.
9. Assists as directed with special projects, including design work and monitoring of such programs as batteries, and yard lighting.
10. Assists in budget preparations and monitoring, and makes budget recommendations.
11. Performs other duties as assigned.

Minimum Qualifications

1. Education and Experience:

- A. High school diploma or equivalent.
- B. Successful completion of an applicable four (4) year substation apprenticeship program required.
- C. Graduation from a Substation Apprenticeship program certified by the Department of Labor, Bureau of Apprentice and Training and certification as a Journey Substation Technician through an accredited program such as IBEW or IPSA.
- D. Experience as a Substation Technician.

2. Necessary Knowledge, Skills, and Abilities:

Knowledge of:

- A. Modern methods and techniques of electrical installation and facility operations, repair, and maintenance.
- B. Applicable local, state, and federal regulations.
- C. Electrical supplies and equipment and their use.
- D. Proper safety techniques and procedures.
- E. Electronics and substation techniques.
- F. Working knowledge and understanding of current OSHA, NESC, and NEC rules and regulations.
- G. Requires working knowledge of electrical theory, operation, maintenance and installation of transmission, distribution lines and equipment.

Skills:

- A. Operation of mechanical equipment associated with various responsibilities of this position.
- B. Calculations, problem identification, and resolution; skill in using computer systems.

Ability to:

- A. Read and modify relay drawings and electrical schematics.
- B. Communicate effectively, both verbally and in writing.
- C. Use personal computer, including word processing, spreadsheet, and specialized software.
- D. Create effective working relationships with employees, public and communicate effectively both verbally and in writing.

Special Requirements

1. Must have valid Commercial Driver's License. A valid Utah Commercial Driver License must be obtained within 60 days of hire and be maintained throughout employment.
2. Must have Substation Technician certificate.
3. Employees in this classification are required to be on standby and/or respond to emergencies.

Physical Requirements

Lifting: Medium to heavy

Repetitive: Sitting, walking, talking, or hearing; using hands to finger, handle, feel or operate objects, tools, or controls; and reaching with hands and arms.

Outside working conditions: Exposure to a variety of climatic or weather conditions. Subject to high voltage electrical currents, heights, temperatures extremes, fumes or airborne particles, traffic or caustic chemicals, risk of electrical shock, and vibration.



City Council Staff Report

Rezone of 4.52 acres of property from the A-1 (Light Agricultural) to the R-1-LD (Single Family Residential) zoning district and Preliminary Plat. January 18, 2018

Applicant/Owner: Elisha Peterson and Jim Baggs
Location: 849 and 881 South Sunset Drive

Description:

The applicants are requesting a rezone of their property in order to accommodate a new Private Street Subdivision. The requested zoning district allows a net density of 2 units per acre thus based on the total property area could permit as many as 9 dwellings.

The R-1 zoning district regulations are found in Chapter 17-12. The R-1-LD zone allows for some flexibility in lot size while keeping the overall density at no more than 2 units per acre. The smallest lot size allowed would be 12,000 sq. ft. in size.

The Kaysville City General Plan states that West of I-15 housing should be allowed from '0 to 2 units per acre with some higher density housing along major streets.'

The requested subdivision creates a new private cul-de-sac street which provides access to 7 new lots. The total number of lots in the subdivision including 2 existing homes is 9 lots. The smallest lot as proposed is over 14,000 sq. ft. in size. All lots include or exceed the minimum square footage for the requested zone and meet or exceed the minimum frontage requirements of the requested zone.

The PRUD overlay is necessary to permit a private street. The private lane would be owned and maintained by an association of owners within the subdivision granting an access easement to each lot. A Private Street Subdivision is regulated by Section 17-34-8. In considering whether or not a Private Street Subdivision is appropriate, Section 17-34-1, Purpose, states that 'The purpose of the Planned Residential Unit Development is to encourage a better living environment through greater flexibility of design that is not possible solely through the application of the standard zoning requirements; to encourage diversification in the relationship of residential uses and structures to their sites; to permit a more flexible development of such sites; to preserve meaningful open space, conservation areas, and sensitive lands such as wetlands, steep slopes, and unique vegetation; to preserve character, and assure greater compatibility of new construction with the existing neighborhood; to encourage good neighborhood and housing design by utilizing a variety of dwelling types and site arrangement plans so as to give imagination and variety in the

physical pattern of the development. New construction in already developed areas should, to the greatest extent possible, maintain the established mass, scale, height, width, and form of the surrounding buildings.

Because of the nature of a rezone, the City Council has broad discretion in its decision making ability. Ultimately the Council should determine if the requested zoning is in line with the City's General Plan and appropriate for the specific location. An additional PRUD overlay zone is also necessary for a Private Lane Subdivision giving the City Council discretion as to the design of the subdivision and whether or not it should be approved. Per 17-34-6 (3), 'after the final plat is approved, the overlay zone may be approved.'

Recommendation:

The Planning Commission after holding the Public Hearing voted unanimously to recommend approval of the rezone to the R-1-LD zoning district with the PRUD overlay based on its findings of compatibility with the Kaysville City General Plan and the purpose of the Planned Unit Development Overlay Zone.

The Planning Commission also voted unanimously to recommend approval of the Preliminary Plat with the following items to be addressed before consideration of the Final Plat.

- Fencing be discussed with property owners to the north and south to determine what is appropriate.
- Sidewalk along the private lane be provided on either 1 or 2 sides in a manner that is satisfactory to the City Council.

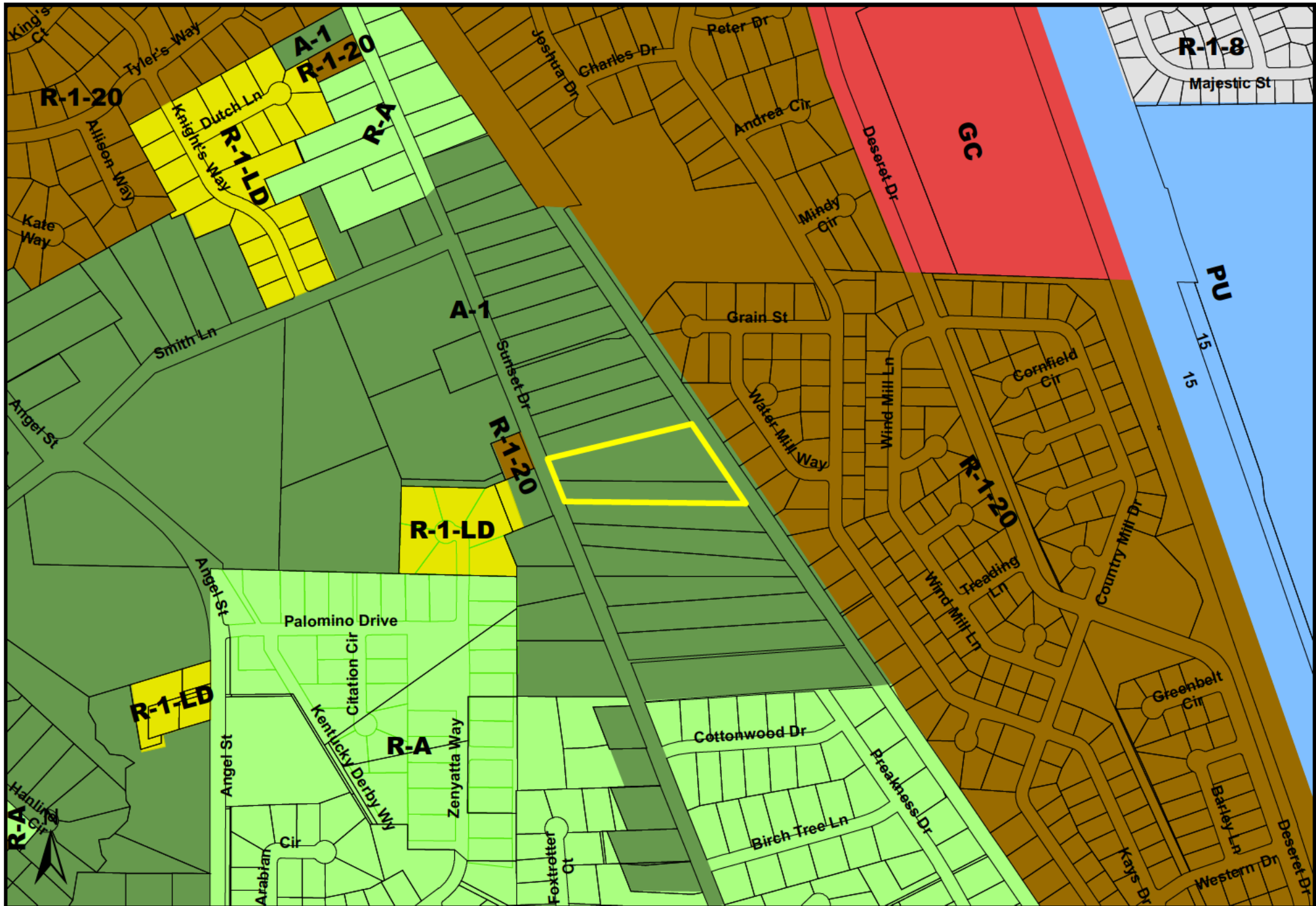
The City Council should make a motion pertaining to the R-1-LD rezone and a separate motion pertaining to the Preliminary Plat request.

Attachment 1: Location Map
Attachment 2: Current Zoning Map
Attachment 3: Preliminary Plat

Rezone of 849 and 881 South Sunset Drive A-1 to R-1-LD with the PRUD overlay.



Rezone of 849 and 881 South Sunset Drive A-1 to R-1-LD with the PRUD overlay.







City Council Staff Report

Angel Street Project January 18, 2018

Executive Summary:

At the November 2 City Council Meeting, city staff received direction to move forward with a "Friendly Condemnation" process. That process includes several steps including the passing of a Resolution by the city council. It should be noted that the city is not condemning property in this case but merely condemning a temporary construction easement (TCE) to be able to complete the proposed work. The city council also should understand that going through the condemnation process obligates the city to pay whatever the court says the city will pay while obligating the resident to accept this same amount and grant the TCE to the city.

Since notices were mailed to each affected property owner, the city has 30 days to pass a resolution before the city can file a condemnation order with the court. In this order the city will ask for immediate occupancy to be able to get the work done as quickly as possible.

Kaysville City Staff is open to continued negotiations but believes the condemnation process will have two major effects:

1. Will give the homeowner piece of mind that a neutral third party will be telling the city what it should pay in this case for the Temporary Construction Easement.
2. Will allow the city to begin work on the project at the earliest possible moment.

Recommendation:

The city council should take one of the following two actions:

- 1) Adopt the Resolution as proposed.
- 2) Do not adopt the Resolution and remand it back to staff with further direction

It is the staff recommendation that the city council **Adopt the Resolution as proposed.**

RESOLUTION NO. 18-1-2

A RESOLUTION DECLARING THE NECESSITY FOR AND AUTHORIZING USE OF THE RIGHT OF EMINENT DOMAIN FOR ACQUISITION OF REAL PROPERTY EASEMENTS FOR KAYSVILLE CITY PURPOSES.

WHEREAS, the needs of Kaysville City (hereinafter sometimes referred to as the “City”) now make it necessary to acquire real property easements for City purposes in or near Kaysville City, Davis County, State of Utah; and,

WHEREAS, the public interest and necessity require the acquisition by the City of said real property easements for the public use and need as hereinafter described; and,

WHEREAS, the City is authorized by the Constitution and statutes of the State of Utah to exercise the right of eminent domain for acquisition of real property easements for public use,

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the City Council of the Kaysville City, State of Utah, as follows, to-wit:

SECTION ONE: PUBLIC NEED

That the public need and use require the acquisition of the real property easements hereinafter described and such easements are necessary for the use and benefit of the City in connection with construction of the Angel Street Project (the “Project”). The contract for construction of the Project has already been awarded. Work within the easements will begin within a reasonable time.

SECTION TWO: STUDY OF NEED FOR EASEMENTS

That after due consideration and study of all reports relating to public benefit, use, need and all other factors, the City Council does hereby find, choose and determine that the

real property hereinafter described is required for a public use and is suited for and will serve the public needs of the City and that said property is required in particular for the purpose of easements for City purposes.

SECTION THREE: NEGOTIATION

That the City has made a reasonable attempt to acquire by negotiated purchase the easements over real property hereinafter described at a fair and reasonable price under the circumstances and conditions prevailing, but has been unable to acquire by negotiation the rights of all parties having a property interest in the easements.

SECTION FOUR: NOTICE TO PROPERTY OWNERS

In accordance with § 78B-6-504 and § 78B-6-505, U.C.A., 1953 the property owners have been provided written notice of each public meeting of the City at which a vote on the proposed taking is expected to occur and each property owner has been allowed an opportunity to be heard on the proposed taking.

Notice to each property owner was given in accordance with § § 78B-6-504(2), U.C.A., 1953 by mailing written notice to each property owner's address as shown on the records of the county assessor's office and to each person, firm or entity known by the City to claim an interest in the property at least ten (10) business days before the public meeting.

SECTION FIVE: AUTHORIZATION FOR USE OF EMINENT DOMAIN

That if the City is unable to acquire necessary interest in the easements through a negotiated purchase, legal counsel for the City is hereby authorized and directed to file proper pleadings with a court of competent jurisdiction seeking acquisition of the easements through the exercise of the power of eminent domain and to file, if necessary,

proper motions for an Order of Immediate Occupancy and to take all other legal steps and procedures necessary and requisite to acquire said easements.

SECTION SIX: NOTICE REGARDING PROPERTY RIGHTS OMBUDSMAN

In accordance with § 78B-6-505, U.C.A., 1953 each property owner was advised in writing no later than fourteen (14) days before a final vote was taken to approve the filing of an eminent domain action:

- A. Of the property owner's rights to mediation and arbitration under § 78B-6-522, U.C.A., 1953 and the name and current telephone number of the property rights ombudsman, established in Title 13, Chapter 43 of the Utah Code entitled "Property Rights Ombudsman Act;" and,
- B. That oral representations or promises made during the negotiation process are not binding on the City.

SECTION SEVEN: LEGAL DESCRIPTION OF EASEMENTS

That the temporary construction easements which are hereby ordered and directed to be acquired through a negotiated purchase or, if necessary, through the exercise of the power and authority of eminent domain are located in or near Kaysville City, Davis County, State of Utah, and are more particularly described as follows:

PROPERTY NO. 1 – BASS PROPERTY – 711 SOUTH ANGEL STREET

Located in the Southwest Quarter of Section 4, Township 3 North, Range I West, Salt Lake Base and Meridian. Beginning at a point being S. 38°15'14" E. 30.40 feet along the easterly right of way line of Angel Street from the southerly corner of Lot 204, Tyler Estates Phase 2, Kaysville City, thence as follows:

S. 38°15'14" E. 124.55 feet along the easterly right of way line of Angel Street to the grantors southerly boundary line; thence
N. 61°21'46" E. 20.23 feet; thence

N. 30°06'02" W. 39.73 feet; thence
N. 53°28'25" W. 60.17 feet; thence
N. 84°58'48" W. 3.00 feet; thence
N. 38°12'59" W. 27.22 feet to the southerly line of Tyler Estates Phase 2; thence S. 61°06'22" W. 7.72 feet along said southerly line to the point of beginning.

Contains 2,118 square feet in area, more or less.

PROPERTY NO. 2 – BOYACK PROPERTY – 723 SOUTH ANGEL STREET

Located in the Southwest Quarter of Section 4, Township 3 North, Range I West, Salt Lake Base and Meridian. Beginning at a point being S. 38°15'14" E. 154.95 feet along the easterly right of way line of Angel Street from the southerly corner of Lot 204, Tyler Estates Phase 2, Kaysville City, thence as follows:

S. 38°15'14" E. 150.00 feet along the easterly right of way line of Angel Street to the grantors southerly boundary line; thence
N. 61°21'46" E. 20.00 feet; thence N. 35°11'09" W. 71.63 feet; thence N. 60°14'20" W. 32.66 feet; thence N. 83°13'32" W. 14.54 feet; thence N. 40°50'53" W. 13.35 feet; thence N. 40°08'53" E. 10.87 feet; thence
N. 16°39'45" W. 24.02 feet to the grantors northerly boundary line; thence
S. 61°21'46" W. 2023 feet along said northerly boundary line to the point of beginning.

Contains 2,510 square feet in area, more or less.

PROPERTY NO. 3 – STROH PROPERTY – 737 SOUTH ANGEL STREET

Located in the Southwest Quarter of Section 4, Township 3 North, Range I West, Salt Lake Base and Meridian. Beginning at northwest corner of Lot 1, Loveland Estates, Kaysville City, thence as follows:

N. 38°15'14" W. 150.00 feet along the easterly right of way line of Angel Street to the grantors northerly boundary line; thence
N. 61°21'46" E. 20.00 feet; thence S. 33°47'41" E. 2.21 feet; thence S. 50°26'02" W. 11.65 feet; thence S. 39°19'28" E. 16.57 feet; thence N. 48°39'41" E. 8.54 feet; thence S. 47°41'55" E. 56.46 feet; thence
S. 35°36'33" E. 76.14 feet to the northerly boundary line of Lot 1, Loveland Estates; thence
S. 61°01'58" W. 22.79 feet along said northerly boundary line to the point of beginning.

Contains 3,201 square feet in area, more or less.

PROPERTY NO. 4 – CARLILE PROPERTY – 755 SOUTH ANGEL STREET

Part of Lot 1, Loveland Estates, Kaysville City, located in the Southwest Quarter of Section 4, Township 3 North, Range 1 West, Salt Lake Base and Meridian. Beginning at northwest corner of said Lot 1 thence as follows:

N. 61°01'58" E. 22.65 feet along the northerly line of said Lot 1; thence S. 35°35'35" E. 20.46 feet; thence S. 30°37'07" W. 8.29 feet; thence S. 37°10'17" E. 25.49 feet; thence N. 56°36'52" E. 15.07 feet; thence S. 71°58'43" E. 21.98 feet; thence S. 27°28'45" E. 62.02 feet; thence S. 58°42'32" E. 24.62 feet to the southerly boundary line of said Lot 1; thence S. 61°01'58" W. 37.91 feet along said southerly boundary line to the easterly right of way line of Angel Street; thence N. 38°15'14" W. 150.00 feet along said right of way line to the point of beginning.

Contains 4,294 square feet in area, more or less.

SECTION EIGHT: AUTHORITY TO MAYOR AND CITY RECORDER

That the Mayor and City Recorder be and they are hereby authorized, empowered and directed to execute for and on behalf of the City all necessary and lawful documents requisite for acquiring said easements through negotiated purchase or, if necessary, for the filing and maintaining of eminent domain proceedings necessary for acquisition of said easements through the use and exercise of the right of eminent domain and all supplemental petitions, motions and proceedings of whatever nature.

SECTION NINE: EFFECTIVE DATE

This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED by the Kaysville City Council, this 18th day of January, 2018.

KAYSVILLE CITY

KATIE WITT, Mayor

ATTEST:

MARIA DEVEREUX, City Recorder

CERTIFICATE

STATE OF UTAH ()
) ss.
COUNTY OF DAVIS ()

I hereby certify that I am the City Recorder of Kaysville City, a municipal corporation of the State of Utah; that the above and foregoing Resolution No. 18-1-2 is a full and true and correct copy of the Resolution duly and regularly adopted by the vote of a majority or more of the members of the City Council of said Kaysville City at a meeting regularly called, noticed and held at the Kaysville City Hall, 23 East Center Street, Kaysville, Utah, on January 18, 2018, at which meeting a quorum was present and acting, and I was present and acted as City Recorder. That there are no provisions in the law applicable to the City conflicting with said Resolution, and that the said Resolution has not been modified or revoked and still remains in full force and effect.

IN WITNESS WHEREOF, I have hereto set my hand and seal as City Recorder
this 18th day of January, 2018.

MARIA DEVEREUX
City Recorder

**PROCEDURAL STEPS FOR EXERCISING RIGHT OF EMINENT DOMAIN –
CONDEMNATION**

1. Obtain a Title Report on the property to be condemned in order to be certain that the proper parties are named as defendants in the condemnation action.
2. A legal description of the property to be condemned will be provided.
3. An appraisal should be obtained.
4. The City Council must approve by resolution its intent to obtain an easement interest in the property. Before taking a final vote to approve filing of an eminent domain action the City shall provide written notice to owners of each public meeting of the City Council at which a vote on the proposed action is expected to occur and must allow owners an opportunity to be heard on the proposed action.
5. The required notice must be given by mailing to owners at the address shown on the records of the County Assessor's Office at least 10 business days before the public meeting. (Sec No. 7).
6. Before the City Council takes final action to vote to approve filing of an eminent domain action the City must make a reasonable effort to negotiate for purchase of the easements.
7. No later than 14 days before a final vote is taken the City is required to provide owners a complete printed copy of the materials provided on the Office of the Property Rights Ombudsman website. A sample copy of the notice is attached.
8. The City may not bring a legal action to acquire the property until 30 days after the day on which the disclosure and materials are provided to the property owner.
9. The condemnation action will be filed in the District Court. The complaint will state the opinion of the City as to the value of the easement as determined by an appraisal.
10. Normally, the City would also file at that time a Motion for an Order of Immediate Occupancy so that the work could proceed expeditiously. In order to have the Order granted the City would have to deposit with the court an amount equal to the appraised value of the taking.
11. If the property owner withdraws the money deposited at the time of obtaining the Order of Immediate Occupancy the owner waives all defenses to the action except the issue of the value of the taking.

[SAMPLE OF NOTICE]



City Council Staff Report

Amendments to the Kaysville City Ordinances changing small farm animals from a Conditional Use to a Permitted use with additional requirements. January 18, 2018

Description:

For many years Kaysville City has permitted Farm Animals throughout the community. Over time the type and number of farm animals has been modified to allow animals such as chickens on smaller lots in much of the city. Currently farm animals are allowed on lots as small as 8,000 sq. ft. in size as a Conditional Use requiring approval from the Planning Commission. Each year, the Planning Commission reviews a large number of Conditional Use permits, particularly for small farm animals such as chickens, and has determined that this can be dealt with as a permitted use.

The Planning Commission expressed that they still feel that larger animals can have enough nuances and potential impact that they would like to keep seeing those requests as Conditional Use Permit, however being that small animals such as chickens or rabbits have become a rubber stamp approval with virtually the same condition every time it would be appropriate to make that condition an outright requirement and deal with those smaller animals as a permitted use.

There are essentially 2 parts in the proposed ordinance. First it states that an enclosure is now a requirement for such all farm animals. Second, the ordinance separates the smaller farm animals from larger animals into the permitted use category in multiple (single family) zoning districts.

Recommendation:

The Planning Commission after holding a Public Hearing voted unanimously in favor of approving the proposed ordinance as written.

Attachment 1: Ordinance 2018-01-02

ORDINANCE NO. 2018-01-02

AN ORDINANCE AMENDING SECTION 17-24-3, YARD AND STRUCTURE REGULATIONS, OF CHAPTER 17-24, FARM ANIMALS, CHAPTER 17-11, R-T OLD KAYSVILLE TOWNSITE RESIDENTIAL DISTRICT, CHAPTER 17-12, R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, AND CHAPTER 17-13, R-D DIVERSE RESIDENTIAL DISTRICT, OF THE REVISED ORDINANCES OF KAYSVILLE CITY PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Kaysville City Planning Commission has been reviewing Conditional Use Permits for Farm Animals on small lots for several years; and

WHEREAS, the Kaysville City Staff and the Kaysville City Planning Commission have been placing the same conditions on requests for small farm animals; and

WHEREAS, the Kaysville City Council at the recommendation of the Kaysville City Planning Commission wish to allow small farm animals as a permitted use rather than a conditional use with additional requirements;

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

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

SECTION II:

Section 17-24-3, YARD AND STRUCTURE REGULATIONS, of Chapter 17-24, FARM ANIMALS, of Title 17, PLANNING AND ZONING, of the Revised Ordinances of Kaysville City, 1993, is amended to read as follows:

17-24-3 Yard and Structure Regulations

1. Structures for the care and keeping of fowl, rabbits or similar animals may be permitted in all districts where fowl, rabbits or similar animals are permitted, provided that all such structures are located at least fifteen feet (15') from all buildings on adjacent lots predominantly used or occupied by humans. Other structures for the care and keeping of farm animals except swine, may be permitted in all districts where farm animals are permitted, provided that all such structures are located at least fifty feet (50') from all buildings on adjacent lots predominantly used or occupied by humans. Structures for the care and keeping of swine shall be located at least two hundred feet (200') from all buildings on adjacent lots predominantly used or occupied by humans.
2. Applicant shall show that odor, dust, noise, or drainage will be so controlled as to not constitute a nuisance or hazard to adjoining property or uses.
3. Farm animals must be kept within an enclosed area or structure sufficient to contain the animals on site.

SECTION III:

Chapter 17-11, R-T OLD KAYSVILLE TOWNSITE RESIDENTIAL DISTRICT, of Title 17, PLANNING AND ZONING, of the Revised Ordinances of Kaysville City, 1993, is amended to read as follows:

17-12-3 Permitted Uses

1. Agriculture.
2. Single-family dwellings.
3. Public parks and playgrounds, and privately-owned parks, playgrounds, and recreational grounds not operated as a business in whole or part and to which no admission is charged.
4. Minor home occupations subject to the provisions of KCC Chapter 17-26.
5. Two household pets per dwelling unit.
6. Private swimming pools subject to the provisions of KCC 17-31-9.
7. Accessory uses and accessory buildings customarily appurtenant to a permitted use, subject to the provisions of KCC 17-31-2.
8. Fowl, rabbits, or similar animals subject to the provisions of KCC Chapter 17-24.

17-12-4 Conditional Uses

Compliance with standards shall be determined by the Planning Commission by reference to KCC Chapter 17-30.

1. Public or quasi-public buildings of the educational, recreational, religious, cultural, or public service type, not including corporation yards, storage or repair yards, warehouses, and similar uses.
2. Major home occupations A and B subject to the provisions of KCC Chapter 17-26.
3. Residential child care subject to the provisions of KCC Chapter 17-26.
4. Temporary buildings for uses incidental to construction work subject to the provisions of KCC 17-30-7, which buildings must be removed upon the completion or abandonment of the construction.
5. Temporary tract offices and development signs subject to the provisions of KCC 17-30-7 and KCC Chapter 17-33.
6. Public utility substations subject to the provisions of KCC 17-31-15.
7. Farm animals other than those allowed as a permitted use subject to the provisions of KCC Chapter 17-24.
8. Swimming clubs subject to the provisions of KCC 17-31-10.
9. Two-family dwellings. Not more than two duplexes (4 units) may be allowed within 500 feet of any duplex (2 units). The 500 feet shall be measured in a straight line from the center of a duplex site to the boundary of any other duplex or twin home property.
10. Twin homes subject to the provisions of KCC Chapter 17-28. Must also be permitted as two-family dwellings.

SECTION IV:

Chapter 17-12, R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, of Title 17, PLANNING AND ZONING, of the Revised Ordinances of Kaysville City, 1993, is amended to read as follows:

17-12-3 Permitted Uses

1. Agriculture.
2. Single-family dwellings.
3. Public parks and playgrounds, and privately-owned parks, playgrounds, and recreational grounds not operated as a business in whole or part and to which no admission is charged.
4. Minor home occupations subject to the provisions of KCC Chapter 17-26.
5. Two household pets per dwelling unit.
6. Private swimming pools subject to the provisions of KCC 17-31-9.
7. Accessory uses and accessory buildings customarily appurtenant to a permitted use, subject to the provisions of KCC 17-31-2.
8. Fowl, rabbits, or similar animals subject to the provisions of KCC Chapter 17-24.

17-12-4 Conditional Uses

Compliance with standards shall be determined by the Planning Commission by reference to KCC Chapter 17-30.

1. Public or quasi-public buildings of the educational, recreational, religious, cultural, or public service type, not including corporation yards, storage or repair yards, warehouses, and similar uses.
2. Major home occupations A and B subject to the provisions of KCC Chapter 17-26.
3. Residential child care subject to the provisions of KCC Chapter 17-26.
4. Temporary buildings for uses incidental to construction work subject to the provisions of KCC 17-30-7, which buildings must be removed upon the completion or abandonment of the construction.
5. Temporary tract offices and development signs subject to the provisions of KCC 17-30-7 and KCC Chapter 17-33.
6. Public utility substations subject to the provisions of KCC 17-31-15.
7. Farm animals other than those allowed as a permitted use subject to the provisions of KCC Chapter 17-24.
8. Swimming clubs subject to the provisions of KCC 17-31-10.
9. Two-family dwellings. Not more than two duplexes (4 units) may be allowed within 500 feet of any duplex (2 units). The 500 feet shall be measured in a straight line from the center of a duplex site to the boundary of any other duplex or twin home property.
10. Twin homes subject to the provisions of KCC Chapter 17-28. Must also be permitted as two-family dwellings.

SECTION V:

Chapter 17-13, R-D DIVERSE RESIDENTIAL DISTRICT, of Title 17, PLANNING AND ZONING, of the Revised Ordinances of Kaysville City, 1993, is amended to read as follows:

17-13-3 Permitted Uses

1. Single-family dwellings.
2. Agriculture.
3. Public parks and playgrounds, and privately-owned parks, playgrounds, and recreational grounds not operated as a business in whole or part and to which no admission is charged.
4. Minor home occupations subject to the provisions of KCC Chapter 17-26.
5. Two household pets per dwelling unit.
6. Private swimming pools subject to the provisions of KCC 17-31-9.
7. Accessory uses and accessory buildings customarily appurtenant to a permitted use, subject to the provisions of KCC 17-31-2.
8. Fowl, rabbits, or similar animals subject to the provisions of KCC Chapter 17-24.

17-13-4 Conditional Uses

Compliance with standards shall be determined by the Planning Commission by reference to KCC Chapter 17-30.

1. Multiple dwellings, not to exceed six (6) dwelling units per building, legally existing upon the effective date of this Chapter. The lot area shall be not less than eight thousand (8,000) square feet for a two-family dwelling, ten thousand (10,000) square feet for a three-family dwelling, twelve thousand (12,000) square feet for a four-family dwelling, fourteen thousand (14,000) square feet for a five-family dwelling, and sixteen thousand, eight hundred (16,800) square feet for a six-family dwelling.
2. Public or quasi-public buildings of the educational, recreational, religious, cultural, or public service type, not including corporation yards, storage or repair yards, warehouses, and similar uses.
3. Major home occupations A and B subject to the provisions of KCC Chapter 17-26.
4. Residential child care subject to the provisions of KCC Chapter 17-26.
5. Temporary buildings for uses incidental to construction work subject to the provisions of KCC 17-30-7, which buildings must be removed upon the completion or abandonment of the construction.
6. Temporary tract offices and development signs subject to the provisions of KCC 17-30-7 and KCC Chapter 17-33.
7. Twin homes subject to the provisions of KCC Chapter 17-28. Must also be permitted as two-family dwellings.
8. Farm animals other than those allowed as a permitted use subject to the provisions of KCC Chapter 17-24.
9. Swimming clubs subject to the provisions of KCC 17-31-10.
10. Public utility substations subject to the provisions of KCC 17-31-15.

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

SECTION VII:

This Ordinance shall take effect upon the date of publication of a summary thereof, one time only, in The Davis Clipper.

PASSED AND ADOPTED by the City Council of Kaysville City, Utah, this __th day of _____, 2018

Katie Witt
Mayor

ATTEST:

Maria T. Devereux
City Recorder

APPROVED AS TO FORM:

Nicholas C. Mills, City Attorney



City Council Work Session - Staff Report

Substation Fiber Optic Project January 18, 2018

Executive Summary

Kaysville City currently has an existing fiber network connecting 5 buildings including City Hall, Recreation Center, Operations Center, Fire and Police station. The proposed fiber optic project extends the existing network to all four power substations via fiber in a ring configuration back to the City server room housed at the Police Station. The proposed ring will consist of 72 strands, 12 of which will be used to make a redundant connection back to the server room where a VLAN is setup to route network traffic for the Power Department's sole use.

The extension of the fiber network to the substations is needed to support critical operations related to the Power Department's current and future needs.

Currently the Power Department needs to provide more reliable network connection to support the existing critical infrastructure. For example, video surveillance and monitoring are located at each substation. Video monitoring is critical in maintaining the security, safety and reliability of the substation. In addition, UAMPS meters and monitors power consumption at each of the substations in order to predict and plan for power purchases. A reliable and stable connection are important to both of these functions. Current and future projects such as Advanced Meter Infrastructure, Access Control and employee network access will depend on a fast robust and secure network to support their functions.

Future uses of the remaining fiber will be to connect parks with hotspots for employee and public use, public works facilities such as tank sites and pressure reducing stations and provide high-speed network connectivity for employees.

This Project RFP had 4 total respondents. Beehive Broadband, First Digital, Utopia and Connex. The RFP's were evaluated base on overall cost, fiber ownership, and services provided.

It is staff recommendation to award the project to Connex. Connex will install the fiber for \$433,174. Attached is the draft contract for this project.

Vendor	Ring construction	The Fiber RFP and RFP responses can be found at this link: https://goo.gl/jZB4qf
Beehive	\$461,141	
First Digital	\$400,000	
Connex	\$433,174	
Utopia	\$733,412	

On January 9, 2018 the Power Commission agreed with staff's recommendations and voted in favor of Council moving this Fiber project to an Action item February 1, 2018.

Council Option: Approve, Modify, Deny

Recommendation: Approve

PURCHASE AND INSTALLATION AGREEMENT - DRAFT

This Purchase and Installation Agreement (this "Agreement") is made as of the **1st day of February 2018** by and between Kaysville City ("Kaysville City"), a municipal corporation, with address at 23 East Center St, Kaysville Utah, 84037 and Connex LLC, ("Connex") with address at 2655 G Ave, Ogden Utah 84401, a LLC in the state of Utah.

WHEREAS, Kaysville City desires Connex to furnish and install a fiber optic Ring containing 72 strands as shown in the attached specifications and drawings.; and known as Kaysville City Dark Fiber.

WHEREAS, Connex desires to furnish and install the Equipment pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. CONNEXT'S OBLIGATION

Connex agrees to furnish, construct, improve, and install the Fiber Optic Ring in Exhibit "A" in accordance with the specifications set forth therein. In addition, Connex shall be responsible for the work specified and outlined in the bid documents, this contract document, drawings and specifications.

Connex's installation shall comply with sound engineering practices, this means that Connex will meet or exceed the BNA engineering report attached, and incorporated, as exhibit "B", and with all applicable statutes, rules, regulations, and ordinances.

2. TIME OF PERFORMANCE

Unless otherwise provided in writing, Connex agrees to provide and install the Dark Fiber by June 31, 2018. Failure of Connex to complete the work within the time allowed will result in damages being sustained by Kaysville City. Unless otherwise provided herein, Connex will pay to Kaysville City for the liquidated damages of \$100 for each calendar day of delay in finishing the work in excess of the time specified for completion, which said sums, Kaysville City shall have the right to deduct from any money owing, otherwise due, or to become due, to Connex or to sue for and recover compensation or damages for nonperformance of this Contract at the time stipulated herein and provided for.

3. PURCHASE PRICE

Subject to the performance by Connex of its obligations hereunder, Kaysville City agrees to pay Connex the sum of \$433,174.00 after for the completion and acceptance of a fiber Optic ring as described in Exhibit A to Kaysville City.

In order to receive payment set forth above, Connex shall submit each invoice, to Kaysville City, Attn: Accounts Payable, 23 E Center ST, Utah, 84037. Invoices must a detailed description of what is being billed and materials related.

4. **PAYMENT SCHEDULE**

- a. In consideration for the construction of the Kaysville City Dark Fibers. Kaysville City agrees to pay Connex a grand total amount of \$433,174.
- b. Payments to Connex shall be made in the following schedule:
 - i. Kaysville City shall pay Connex \$216,587 within 30 days after the effective date of this contract.
 - ii. Kaysville City shall pay Connex \$108,293 upon Connex's successful completion of 75percent of installation the project.
- c. Connex shall notify Kaysville when they have completed 75% of this project. Kaysville will have the right to inspect the project and determine if Connex has completed 75% of the work. Upon receipt of the notice and successful inspection, Kaysville City shall have 30 days from the date after successful inspection to issue payment under this provision.
- d. Kaysville City shall pay Connex \$108,294 upon successful completion inspection and receipt and acknowledgment by Kaysville City of the Notice of Completion. At completion \$433,174 will have been paid.
- e. Unless the parties otherwise agree, each payment shall be made via wire transfer, and Kaysville City will provide all relevant information for such wire transfer in writing to Connex on the Effective Date.

5. **RELEASE PRIOR TO PAYMENT**

Kaysville City agrees to pay Connex in accordance with Section 3 subject to additions and deductions for changes.

Connex agrees, as a condition precedent to partial payments or final payment, to furnish Kaysville City satisfactory releases, waivers of lien, affidavits, and such further evidence as may be required by Kaysville City to substantiate all reasonably valid claims for labor, material, equipment and appurtenances, used in connection with this Agreement have been fully paid for and are unencumbered.

Kaysville City may withhold, in good faith, any payment on account of:

- a. defective work which Connex has not cured within five (5) days of receiving written notice from Kaysville City (or such longer period if mutually agreed upon in writing);

- b. reasonably valid claims filed or reasonable evidence indicating probable filing of a claim;
- c. failure of Connexx to make reasonably valid payments properly to its subcontractors or for material, labor or fringe benefits; or
- d. any other grounds for withholding payment allowed by law. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Connexx.

In the event that Connexx fails to pay and discharge when due any bills of any kind or nature incurred by Connexx in fulfillment of this Agreement, or if there shall be evidence of any lien or claim against Kaysville City as a result of Connexx's operations, Kaysville City shall have the right to retain any payment due, or any payment to become due, an amount sufficient for Kaysville City to completely indemnify Kaysville City and each of their subsidiaries and affiliates and its respective officers, directors, shareholders, agents, representatives, employees, successors, and assigns against any such lien or claim, including reasonable attorneys' fees incurred by reason thereof. Connexx shall be notified of any claim or lien against Kaysville City. Connexx shall be given 30 days to rectify the claim or lien prior to any action by Kaysville City.

No payment made under this Agreement, shall be conclusive evidence of the performances of this Agreement either wholly or in part, and no payment, including final payment, shall be construed to be an acceptance of defective workmanship or improper materials.

6. CHANGES IN SPECIFICATIONS

Kaysville City, shall have the right at any time to make changes in the specifications of any goods, materials, and/or services covered by this Agreement, or the method of shipment or packing or the place of inspection, delivery or acceptance by sending a written request to Connexx. Upon receipt of any such notice, Connexx shall proceed promptly to make such changes in accordance with the terms of such notice. Connexx shall deliver to Kaysville City, within ten (10) days of receipt of Kaysville City's change notice, a statement showing the effect of any such change in the cost of, and/or the time required for performance of this Agreement, and equitable adjustments shall be made in the contract price or delivery schedule, or both. If any such changes cause an increase or decrease in the time required for performance, an equitable adjustment shall be made and the order modified in writing accordingly. Kaysville City's failure to object to provisions contained in any communication from Connexx shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Agreement. Connexx shall not make any change in the design, processing, installation or place of delivery of the materials, goods or services without Kaysville City's prior written approval.

7. **EXCUSABLE DELAYS**

Neither Connex nor Kaysville City shall be liable for loss, damages, detention or delays resulting from delays beyond its reasonable control or caused by but not limited to strikes, restrictions of the United States Government or other governments having jurisdiction, delays in transportation, inability to obtain necessary labor, materials or manufacturing facilities.

8. **WAIVER OF LIEN**

Connex shall guarantee the Kaysville City Dark Fiber shall not be subject to invocation of Subcontractor(s) claims to take and sell or hold the Kaysville City Dark Fiber as security or payment of debt from Connex to the Subcontractor(s) with issuance of applicable Waivers of Lien to Kaysville City. To guarantee the Kaysville City Dark Fiber is free of lien, Connex shall provide Kaysville City with waivers of lien. Connex shall execute on behalf of itself and obtain from any of Connex's subcontractors, material men, mechanics, laborers, and any other persons, firms, corporations, or entities possessing any right to any lien under applicable law, interim or final affidavits and lien waivers for any performance or work done hereunder and for any items sold hereunder or services performed hereunder in exchange for interim or final payment for said items or services. Connex hereby agrees to pay promptly any lien and Connex shall indemnify, protect and hold harmless Kaysville City, its successors and assigns from all costs and expenses, including reasonable attorneys' fees, damages or claims arising out of any of Connex's subcontracts or disputes between Connex and its subcontractors or other said entities or from failure of Connex to pay promptly its subcontractors and other entities possessing any right to any lien.

9. **PERFORMANCE WARRANTY**

Connex warrants that, during the term of this Agreement:

- a. Work performed on the Fiber-Optic Ring will be performed by qualified personnel in a professional, workmanlike manner consistent with the prevailing standards of the industry and in compliance with Regulatory Requirements;
- b. The Fiber-Optic Ring will have all of the features and functions necessary for Kaysville City to successfully use the fiber-optic ring;
- c. The Fiber-Optic Ring will meet or exceed the specifications outlined in the BNA ENGINEERS DOCUMENT, attached and incorporated as Exhibit "B"; and
- d. Connex warrants that for 12 months from the date that this agreement is executed the Fiber-Optic Ring, as delivered, will be free from material defects in materials and workmanship. In the event Kaysville City discovers that the Fiber-Optic Ring fails to conform to the foregoing warranty during the Warranty Period, Kaysville City shall promptly notify Connex and provide Connex with reasonably available information in written form so that Connex can verify such non-conformance. Connex shall repair or replace the components of the Fiber-Optic Ring within thirty (30) days after such notice in order to correct such non-conformance without materially adversely affecting the performance or functionality of the Fiber-Optic Ring.

10. **TITLE**

Title to the Kaysville City Dark Fiber shall pass to Kaysville City upon completion. Until the title has passed to Kaysville City, the Kaysville City Dark Fiber shall remain the personal property of Connex and shall not become a part of the real estate irrespective of how the same may be affixed or attached to the premises wherein the Kaysville City Dark Fiber is installed.

11. ADDITIONS/DELETIONS TO THE WORK

- a. Any and all work performed in addition to or different from the work described in this Agreement and Exhibits hereto, shall only be performed pursuant to an accepted Change Order. The acceptable change order form is attached as Exhibit "C".
- b. Kaysville City shall have the right from time to time to order additions to, or deletions from, or any other changes in extent and character of the work as may be required. A Change Order is an instrument for such changes in form and content similar to the form attached hereto as Exhibit C to this Agreement and shall specify
 - i. the changes in Connex services (additions and/or deletions);
 - ii. the change in the cost of Connex services;
 - iii. any changes in the work schedule as a result of the change in Connex services; and
 - iv. other such information as Kaysville City may reasonably request.
- c. An accepted Change Order is a Change Order which has been signed by both parties. Only authorized persons who may sign this Agreement on behalf of Connex and Kaysville City may sign Change Order(s), on behalf of their respective organizations. This duty may be delegated to a subsequent person within their respective organizations; however, notice of this delegation must be made in writing to the other party. Each accepted Change Order shall be incorporated herein by this reference and shall be subject to all of the terms and conditions contained herein.

12. CANCELLATION

Kaysville City, by written notice to Connex without waiving any other legal rights it may have, reserves the right to cancel the whole or any part of this Agreement without charge or to postpone delivery of any of the Kaysville City Dark Fiber, or postpone performance of any services, covered by this Agreement if:

- a. Connex fails to perform or breaches of any of the terms of this Agreement relating quality and performance requirements or so fails to make progress as to endanger performance of this Agreement in accordance with its terms; or
- b. Equipment or materials purchased are not in accordance with Exhibit "A or are defective in workmanship or quality and not remedied by Connex in a timely manner as defined by the terms of this contract.

Kaysville City shall not be responsible for any costs incurred by Connex due to Kaysville City's cancellation hereunder in accordance with the above, including, but not limited to, Connex's costs for installation, goods or materials not accepted by Kaysville City or goods or material in process by Connex. In the event of any such cancellation, Kaysville City, without prejudice to any other legal or equitable remedies available to it by law or agreement, shall have the right to:

- i. refuse to accept delivery of any and all goods and materials covered by this Agreement and to return such goods or materials to Connex at Connex's risk and expense;
- ii. return to Connex any and all goods already delivered and accepted and to recover from Connex all payments made by Kaysville City for such returned goods; and
- iii. recover any payments made by Kaysville City to Connex for undelivered or returned goods or materials.

In addition, Kaysville City may terminate all or part of this Agreement for its convenience and without cause upon written notice to Connex. In such event, Kaysville City shall pay to Connex the value of any goods or materials delivered and accepted by Kaysville City and/or services rendered by Connex to Kaysville City. Kaysville City shall be subject to reasonable cancellation charges; in connection with Connex's actual costs in winding down operations at Kaysville City's site. In no event shall Kaysville City be responsible for any lost profit damages, expectation damages, or any consequential or special damages of any kind.

Winding down of operations shall include costs Connex with materials and equipment manufactured or in the process of being manufactured and has not been delivered and cannot be returned. Materials and equipment that have not been incorporated into the work and are returnable may be returned to the supplier and any restocking charges shall be the responsibility of Kaysville City. Costs for material and equipment that are not returnable shall be owed to Connex when transferred to Kaysville City.

13. INSURANCE REQUIREMENTS

- a. Connex shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of "A" or better and a financial size category of "X" or higher, or (ii) otherwise being acceptable to the City with coverage limits and provisions at least sufficient to satisfy the requirements set forth below.
 - i. Workers' Compensation Insurance: Statutory workers' compensation insurance. Such insurance shall also include employer's liability insurance in a limit of no less than \$1,000,000. No owner or officer may be excluded.

- ii. General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, independent contractors and sudden and accidental pollution liability [pollution liability arising out of a hostile fire] with a \$3,000,000 minimum limit per occurrence for combined bodily injury and property damage, provided the general policy aggregate shall apply separately to the Contractor on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit. Contractor shall provide a certificate of insurance verifying completed operations coverage for a period of not less than two years after project completion.
 - iii. Automobile Liability Insurance: Automobile liability insurance for the Contractor's liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of the Contractor, with a \$3,000,000 minimum limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. All owned and/or leased automobiles shall be covered using symbol "1" (any auto).
 - iv. Environmental Liability Insurance: Environmental liability insurance for the Contractor's liability arising out of their operations in an amount not less than \$2,000,000 each claim, \$2,000,000 aggregate. Coverage shall apply to all operations undertaken by the contractor.
 - v. Excess Liability Insurance: The amounts of insurance required in the foregoing subsections (1), (2), (3), (4), this subsection may be satisfied by the Contractor purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the required limits specified above.
 - vi. Builder's Risk: Contractor shall provide optional terms for builder's risk insurance, for the full value of the project, including earth movement and flood coverages. Contractor agrees to have City approve builder's risk insurance program including limits, deductibles, terms, etc. The City shall maintain the right to obtain and implement builder's risk coverage at their discretion.
- b. Insurance Policy Conditions and Requirements
- i. Waiver of Subrogation: All policies of insurance to be maintained by the provisions of this Section shall provide for waivers of subrogation in favor of the City and the Lenders and their respective officers and employees.

- ii. **Liability Limits:** The liability limits shown in this Section are minimum requirements. To the extent the Contractor maintains, or causes to be maintained on its behalf, liability limits which are higher than the minimum limits stated in Section, the higher liability limits shall be required of the Contractor.
- iii. **Liability Insurance Endorsements:** All policies of liability insurance required to be maintained by the Contractor shall be endorsed as follows:
 - 1. To name Kaysville City Corporation as additional insured for ongoing operations (ISO CG 20 10 or equivalent) and completed operations (ISO CG 20 37 or equivalent).
 - 2. That the insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by Kaysville City Corporation.

14. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless City and City's employees, officers, and agents from and against any and all claims for injury or property damage to any persons or property that directly result from any act, error, omission, or fault of Contractor done in conjunction with Contractor's performance of services under this Agreement.

15. ASSIGNMENTS

Connex shall not assign or transfer this Agreement or any part thereof without the written approval of Kaysville City.

16. INTELLECTUAL PROPERTY

Connex represents that the Work shall not infringe on any patent or other intellectual property right of any third party.

17. COMPLIANCE WITH LAWS

- a. Connex shall acquaint itself with all rules, regulations and laws in connection with Kaysville City's worksite and shall strictly comply, and cause all subcontractors, agents, and employees to strictly comply, with such rules, regulations and laws.
- b. Connex agrees to perform all installation in accordance with applicable local, state and federal codes, ordinances and regulations having jurisdiction over such work at the time the work is performed.
- c. Connex shall be solely responsible for compliance by Connex, its employees, subcontractors and suppliers with all applicable local, state and federal law and any rules promulgated thereunder while performing all or any portion of the work hereunder.

18. APPROVALS, CERTIFICATES, PERMITS AND LICENSES

Connex shall, if necessary with the reasonable assistance of Kaysville City, secure all design, engineering, construction and installation and operating approvals, certificates and permits that may be required for the proper execution and completion of the work.

- a. Connex shall deliver to Kaysville City copies of all such approvals, certificates and permits. All such approvals, certificates and permits shall be in the name of Connex as representative of Kaysville City.

19. INSPECTION AND EXAMINATION

Connex hereby acknowledges that prior to the execution of this Agreement, Connex has examined and inspected the worksite and the safety documents provided by Kaysville City or has waived such examination and inspection.

Connex herewith acknowledges all field conditions at the worksite are acceptable.

20. EQUIPMENT, STORAGE AND HOUSEKEEPING

- a. Connex agrees to furnish all equipment required for its work. Connex shall have the right to use the worksite designated by Kaysville City, in pursuit of the performance of this Agreement, for the storage of tools, construction equipment, materials, and supplies when and where as directed and authorized by Kaysville City.
- b. It shall be the sole responsibility of Connex to properly store and protect its delivered, construction equipment and tools. Any loss in connection with such construction equipment and tools resulting from damage, theft or otherwise shall be borne solely by Connex.
- c. Connex agrees to do all clean up and promptly remove all rubbish and debris caused by the work. If Connex refuses to properly and promptly cause the aforementioned to be done, Kaysville City shall cause it to be done and charge all costs incurred to Connex. Kaysville City shall not unreasonably encumber any part of the worksite with its materials.

21. MATERIALS AND MATERIALS SUPPLIERS

Kaysville City shall have the right to order Connex to change material suppliers and/or substitute materials in the event Connex's material suppliers have not or will not, in Kaysville City's sole opinion, be able to fulfill the terms and conditions of this Agreement, including, without limitation, quality, scheduling and specification terms as described herein. Any such requests by Kaysville City shall be made pursuant to a Change Order; provided, however, that such requests shall not require Connex's consent. If such change increases, the cost for the work Kaysville City shall bear the extra cost.

22. MEETINGS AND REPORTS

- a. Connex, and relevant subcontractors if necessary and if requested by Kaysville City, shall schedule and attend regular progress meetings with Kaysville City for the

- purpose of reviewing progress of the work, adherence to the Implementation Schedule, and other issues relevant to this Agreement and the work. Meetings shall be held no less than monthly at the Kaysville City's Offices once construction begins. Meetings prior to the start of construction may be completed by telephone.
- b. Connexx shall provide Kaysville City with a written report of all changes to the Implementation Schedule on a monthly basis and shall include a corrective action plan, if applicable, addressing how Connexx intends to conform to the Implementation Schedule. Such monthly report shall be provided to Kaysville City no later than five (5) business days after the end of the month for which such report is being produced.

23. KAYSVILLE CITY'S RIGHT TO COMPLETE PERFORMANCE

If Connexx should neglect to prosecute the work properly or fail to perform any provision of this Agreement, Kaysville City, after five (5) days' written notice to Connexx may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Connexx.

24. SUSPENSION OF WORK

Should Connexx be delayed on account of material to be furnished by Kaysville City, or any other delay caused by Kaysville City, Connexx shall be granted an extension to the Implementation Schedule to account for such delay. In no event shall Connexx have a claim of damages or extra compensation on account of such delay.

25. INDEPENDENT CONTRACTOR

- a. Connexx is an independent contractor and not a partner, joint venture, subsidiary or affiliate of Kaysville City.
- b. No contractual relationship shall be deemed to exist by virtue of this Agreement between Kaysville City and any of Connexx's suppliers or subcontractors and their employees and agents.
- c. Notwithstanding the foregoing, Connexx shall cause each of its suppliers and subcontractors, and their employees and agents, to comply with all terms and conditions of this Agreement.
 - i. All acts, and omissions to act, of said suppliers and subcontractors, their employees and agents, shall be deemed to be the acts and omissions of Connexx.

26. SUBCONTRACTS AND SUBCONTRACTORS

- a. Connexx shall have the right to have any of the installation accomplished by subcontractors pursuant to written subcontracts between Connexx and such subcontractors provided, however, that

- i. Connex shall be solely responsible for the engagement and management of the subcontractors in the performance of the Work;
- ii. Connex shall be solely liable under all such subcontracts to perform all of its duties and obligations under such subcontract and Kaysville City shall not have any obligation or liability under any such subcontracts;
- iii. Nothing in any subcontracts shall in any way diminish or relieve Connex from any duties or obligations under this Agreement; and
- iv. Kaysville City shall have the right to refuse any proposed subcontractor in the exercise of Kaysville City's reasonable discretion.

27. APPLICABLE LAW

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to conflict of laws principles. The parties hereby agree that the courts located in the Second District Court of the State of Utah or the Federal District Court for the District of Utah shall be the exclusive forums for all disputes in connection with this Agreement or its subject matter, and the parties irrevocably submit to the personal jurisdiction of such forum.

28. SURVIVAL OF PROVISIONS

All covenants, agreements, indemnities, guarantees, and warranties made by Connex shall survive completion of the work and payment of the purchase price, in full or in part.

29. REMEDIES NOT EXCLUSIVE

Each and every of the rights, remedies, and benefits provided to Kaysville City by this agreement shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity or otherwise.

30. MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Kaysville City and Connex agree that all disputes between them arising out of or relating to this agreement shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise. Compliance with this Paragraph is a condition precedent to the commencement of a legal action.

31. LEGAL ACTION

All legal actions by either party against the other arising from the agreement, or for the failure to perform in accordance with the applicable standards of care provided in the agreement, or for any other cause of action, shall be barred two (2) years from the date the claimant knew or should have known of its claim: provided, however, no legal actions shall be asserted by Kaysville City or Connex after four (4) years from the earlier of the date of substantial completion of Connex's Services or the date last labor or services were provided by Connex under this agreement.

32. LITIGATION ASSISTANCE

The Scope of Services does not include costs of Connex for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Kaysville City. All such services required or requested of Connex except for suits or claims between the parties to the agreement will be reimbursed as mutually agreed, and payment for such services shall be in accordance with this agreement.

33. NO THIRD PARTY BENEFICIARIES

No rights or benefits are provided by the agreement to any person other than Kaysville City and Connex and the agreement has no third-party beneficiaries.

34. AUDIT AND ACCESS TO RECORDS

Connex shall maintain books, records, documents, and other evidence directly pertinent to Connex's fees and costs with respect to Connex's Services under this agreement in accordance with generally accepted accounting principles and practices. Said records shall be maintained and made available at all reasonable times by Connex during the performance of Connex's Services under this agreement and for a period of three (3) years following the completion of Connex's Services

35. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

36. NON-EXERCISE OF RIGHTS

The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted shall not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.

37. NOTICE

Any notice, request, instruction or other document to be given hereunder by either party to the other shall be in writing, and delivered personally or by courier, express mail, telefax or certified mail, postage prepaid, return receipt requested (such mailed notice to be effective on the date such receipt is signed by the receiving party) as follows:

Kaysville City:	Kaysville City Attn: Ryan Judd 23 E Center St Kaysville, Utah 84037 801-497-7031 rjudd@kaysvillecity.com
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Contractor:	Connex
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Attn: David Brown
2655 G. Ave
Ogden, UT 84401
801-686-2468
davidconnext@gmail.com

38. **SEPARABILITY**

If any portion of this Agreement is adjudged illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other portion of this Agreement.

39. **INTEGRATION**

The Agreement and all the exhibits and attachments thereto constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by all parties thereto.

40. **CONFLICT**

In the event of any conflict or inconsistency between the terms of this Agreement and/or any accepted Change Orders, the terms of this Agreement, modified by such accepted Change Orders, shall control. This Agreement shall also prevail over and nullify any standard terms and conditions of delivery and/or acceptance that may be delivered by Connex with the Kaysville City Dark Fiber.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

CONNEXT

By: _____

Title: _____

OWNER ACKNOWLEDGEMENT - CORPORATION/PARTNERSHIP

(Complete only if signing on behalf of a Corporation/Partnership)

STATE OF _____)

:ss

COUNTY OF _____)

On this _____ day of _____, 20 ____, personally appeared before me _____
who being by me duly sworn did say that he/she is the _____ of _____
_____, a _____ corporation/partnership, and that _____
is the legal property owner of record of the property subject to this Agreement and that the foregoing Agreement was
signed in behalf of said corporation/partnership by authority of its Board of Directors/by-laws, and he/she
acknowledged to me that said corporation/partnership executed the same.

Notary Public

****IF ADDITIONAL SIGNERS AND/OR NOTORIAL WORDING ARE NECESSARY, PLEASE
NOTATE ANY ADDITIONS ON THIS NOTARY PAGE AND ATTACH A STATE APPROVED
NOTARIAL CERTIFICATE, WHICH IDENTIFIES THE DOCUMENT THE ATTACHED
NOTARIAL CERTIFICATE RELATES TO, AS WELL AS, THE NUMBER OF PAGES IN THE
DOCUMENT****

KAYSVILLE CITY CORPORATION,

By: _____

KATIE WITT, Mayor

ATTEST:

By: _____

MARIA DEVEREUX, City Recorder

Exhibit A Specifications Drawings

Exhibit B BNA ENGINEERING SPECIFICATIONS

Exhibit C TYPICAL SAMPLE (To be completed for Change Orders Only)

Change Order
(Additions/Deletions to this Agreement)

Project Name

Contract No.

Change Order No.

Date:

Requested By:

Site Location:

Reason for Additional Services:

Description of Change Order:

Cost of Additional Services:

Total Cost of Change Order No. _____: \$

This Change Order is hereby made a part of and incorporated into the Agreement between Kaysville City and Connex LLC dated [REDACTED]. All work performed pursuant to this Change Order shall be performed in accordance with and shall be governed by the terms and conditions of this Agreement.

Agreed to and accepted:

Connex LLC

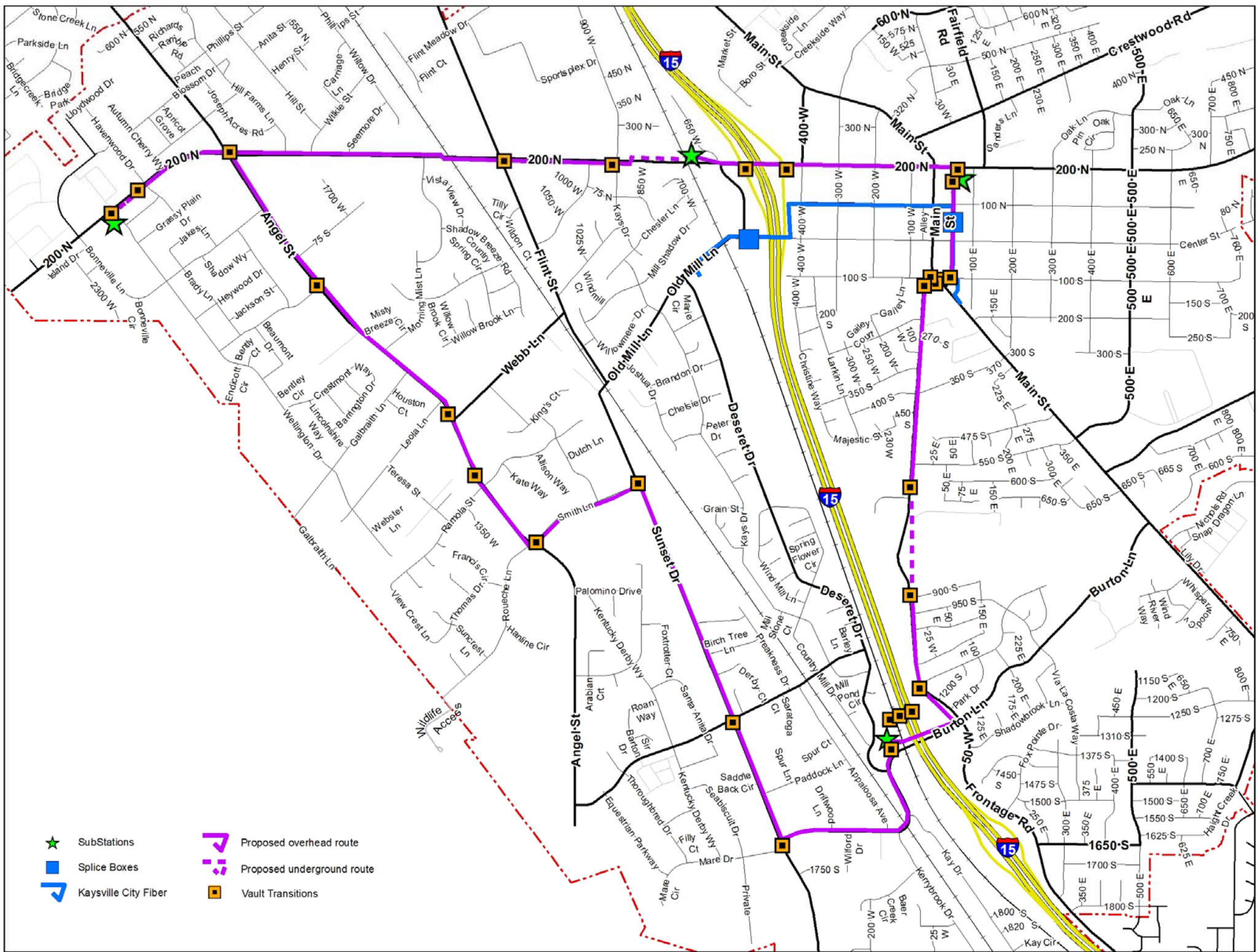
Kaysville City

By: _____

By: _____

Its: _____

Its: _____





City Council Work Session - Staff Report

Advanced Meter Infrastructure January 18, 2018

Executive Summary

The proposed Advanced Meter Infrastructure (AMI) replaces our existing Automatic Meter Reading (AMR) System and software. AMI is capable of two-way communication, measuring cumulative, daily and peak kWh usage, voltage profiles, and voltage lag in addition to recording time of use and peak kWh use. All of this data and more will be available real-time to support, billing, planning, operations, customer service, remote disconnects, outage and asset management. This AMI project would enable the City to meet the needs of the new rate structure.

Over the course of the last year and a half, staff has been evaluating AMI solutions from several vendors. Landis & Gyr, Elster, Eaton and Senses. Eaton and associated Yukon software is hardware agnostic, allowing the City to be more flexible with the choice of meters and other peripheral hardware. The Eaton system will provide insight and a real time view into the operation of the power infrastructure. Outages will be managed more proactively. Meter disconnect that have required a truck roll in the past will be software driven and handled by clerical staff. Options like a customer web portal can be added with minimal cost. Pre pay for power can also be added as an Option.

The AMI RFP and RFP responses can be found at this link: <https://goo.gl/erknF1>

It is staff's recommendation to continue using the Neptune AMI system for water and award the AMI RFP to Eaton. Final pricing will need to be negotiated but the base price for the AMI system is \$243,404. The cost of the meters will be approximately \$1.3M and will be spread out over 2 years.

	Eaton	Landis & Gyr		Eaton Addon
Software/Hardware	\$243,404	\$231,101		
Total reoccurring cost	\$8,700	\$17,240	Customer Web Portal	\$11,000
Meter Cost	\$1,301,562	\$1,494,578	Prepay Metering	\$15,000
Fault Locators	\$38,000	Not included		

On January 9 2018 the Power Commission agreed with staff's recommendations and voted in favor of Council moving this AMI project to an Action item February 1, 2018.

Council Option: Approve, Modify, Deny
Recommendation: Approve

Water Dept water AMI evaluation – Josh Belnap

After speaking with several municipalities (both in Utah and otherwise), meter manufacturers and hearing the various vendor proposals for AMI, the Kaysville Public Works department is recommending for mass

installation of, and transitioning of all connections to, the Neptune 900i water meter. The Kaysville City water department first identified the 900i as an ideal candidate after considering several factors, namely:

- The Neptune 900i offered the ability to simultaneously get a visual reading at the meter, collect a mobile signal in the vicinity of the meter or to set up an AMI system and have data collectors collect and transmit the data to a central location. Other manufacturers offered some of those modes, or offered all, but they required manually toggling the transmission mode at the meter.
- Local and timely customer service. Our vendor is in Centerville, and we get deliveries day of for new or temporary meters, if needed.
- The Neptune 900i offered an integrated radio and register. The radio was built into the meter, with an antenna on the lid, rather than a more susceptible unit that has the radio on the lid.
- The Neptune 900i came highly recommended from other municipalities. Kaysville never received anything but glowing reviews from other customers that were contacted independently.
- The 900i offered minute by minute data that helped identify leaks, backflow events and internally stored several months' worth of data. In addition, the meter came with a combination of 20 years of warranty coverage.

Since rolling out the 900i water meters 4 years ago, the meter has proved to be robust, reliable and versatile. Neptune has provided, free of charge, reading equipment, data collectors, mapping software, GIS data on locations and hardware/software training. As we looked again at other meter options over the last year, we could not find another meter that could promise us the same functionality and reliability. In addition, we were also able to secure pricing that would get us the meter purchased and installed by the vendor at roughly the same price of just the purchase price of the other meters in the various proposals.