



KAYSVILLE CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a Public Hearing on Thursday, February 1, 2018, beginning at 6:00 p.m. and a regular City Council meeting at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

PUBLIC HEARING – 6:00 pm

1. Road Utility Fee.

CITY COUNCIL MEETING - 7:00pm

The agenda shall be as follows:

1. **Opening**
 - a. Council Member Dave Adams.
2. **Consent Items**
 - a. Letter of Support for Funding - West Davis Corridor Connector Road.
3. Declarations of Conflicts of Interest
4. **Action Items** (Public Comment to follow Item, limited to 3 minutes each.)
 - a. Adopting an Agreement for the Annexation and Development of Land between Kaysville City and Frost Family Real Estate, LLC (Resolution 18-2-3).
 - b. Approval of an Ordinance Annexing Real Property Located at approximately 1402 N Highway 89 into the City and extending the corporate limits of the City (Ordinance 18-2-1).
 - c. Authorizing a Lease Agreement with Jim Puffer Landscaping, Inc. and Shadows of Fear Charity Haunted House for Lease of City Property for the Storage of Inventory and Autumnal Charity Event at Approximately 345 South Deseret Drive (Resolution 18-2-4).
 - d. Approval of Fiber Consultant Agreement with Connex.
 - e. Agreement to provide Automated Meter Infrastructure (AMI) with Eaton Cooper Power Systems (Resolution 18-2-1).
 - f. Impact Fee Facilities Plans/Impact Fee Analysis Study approval.
5. **Work Items**
 - a. An Ordinance amending Section 17-1-9, Amendments, of Chapter 17-1, General Provisions of Title 17 Planning and zoning of the Revised Ordinances of Kaysville City Requiring mailed notice for rezone applications. (Resolution 18-2-2)
6. Call to the Public. (15 Minutes)
7. Council Member Reports.
8. Closed Session to discuss the purchase, exchange, or lease of real property pursuant to Utah Code § 52-4-204.
9. 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 Recorder at (801) 497-7008. I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall, the City website and emailed copies to media representatives on January 29, 2018.

Maria T. Devereux
Maria T. Devereux, City Recorder

STAFF REPORT



MEETING DATE: Feb 1, 2018

ITEM NUMBER:

TYPE OF ITEM: Public Hearing

PRESENTED BY:

SUBJECT/AGENDA TITLE: Public Hearing - Road Utility Fee.

EXECUTIVE SUMMARY:

The Kaysville City Council is currently reviewing the idea of instituting a Road Utility Fee. The Public Hearing will address this topic directly with the public.

<https://www.kaysvillecity.com/659/Kaysville-Road-Fee-Analysis-2017>

COUNCIL OPTIONS:

RECOMMENDED OPTIONS:

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION:

ATTACHMENTS:



Senator J. Stuart Adams
Utah State Senate
320 State Capital
PO Box 145115
SLC, UT 84114

February 2, 2018

Dear Senator Adams,

Thank you for meeting for breakfast with myself and the Kaysville City Council on January 20. We are excited about the upcoming legislative session and appreciate all you have done and continue to do as you represent Kaysville and the surrounding areas.

The purpose of this letter is to support an effort begun by Farmington City to fund a connector road between the new planned Shepherd Lane Interstate 15 Interchange and what we are currently calling the "Mink Farm" Interchange on the West Davis Corridor.

As we discussed at breakfast, Kaysville City is supportive of this funding request for the connector road, with certain stipulations that will allow this project to not only be a benefit to Farmington City and regionally significant but will also be a benefit to Kaysville City residents as well. These stipulations include the following:

1. That any funding received be sufficient to not only design and construct the connector road between the two interchanges but also sufficient to design and construct another road that will allow Kaysville residents to easily access the Mink Farm Interchange.
2. The connector road between the two interchanges should be no more than two lanes wide.
3. The connector road between the two interchanges should have a speed limit of 25 miles per hour.

As you know, the Mink Farm Interchange is 100% in Kaysville and much of the connector road is also in Kaysville. Kaysville commits to working with Farmington City, Davis County and UDOT on the design and construction of this project, so long as suitable funding can be obtained and both communities' connector roads are concurrently designed and constructed as one project. Working together on the design and construction makes the most sense for coordination and efficiency.

It is my hope the legislature will see the regional significance and the cohesion happening between our two communities and approve this co-application for funding of these very important roads.

Again, thank you for your willingness to work with Kaysville and meet the needs of both of our residents when it comes to this interchange. Kaysville City will not be able to support this project unless all of the conditions in this letter are met. If you have any questions, feel free to contact me or Shayne at (801) 497-7007.

Sincerely Yours,

Katie Witt
Mayor, Kaysville City

CC: Mayor Jim Talbot and the Farmington City Council

STAFF REPORT



COUNCIL MEETING DATE: February 1, 2018

ITEM NO.: 4a/4b - Annexation

TYPE OF ITEM: Action

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Adopting an Agreement for the Annexation and Development of Land between Kaysville City and Frost Family Real Estate, LLC (Resolution 18-2-3).

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.

Staff and the applicant have been working since the last meeting on those areas where we are not in agreement. Few concerns remain. The current version as presented includes those areas where the applicant and the city agree but also the few places where there is not agreement. The key items of disagreement include

- 1) City Staff believe that the applicant should pay 100% of all of the pump house, pump, and other pump related infrastructure costs. If not for this development, the water tank would not be required to be elevated to the point where a pump would be necessary. The cost of this infrastructure is estimated at \$180,000. City staff is willing to cap the requirement at this number. The applicant has offered to pay \$30,000 toward this expense.
- 2) Secondary irrigation remains an issue upon which the applicant and city staff do not agree.

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.

The city council should also acknowledge that this annexation assigns the R-1-8 zone to this area.

Council Options:

- 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.

Recommended Options: **Adopt the Annexation Agreement as presented.**

Fiscal Impact & Fund Source for Recommended Action: Although this project will cause the city to expend funds on power equipment and a new water tank, as written, city staff believes most fiscal impacts are born by the applicant.

Attachments: Agreement and Ordinance of Annexation

RESOLUTION 18-2-3

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

WHEREAS, Frost Family Real Estate, LLC (Owners) is annexing and developing certain property located at approximately 1402 North Highway 89 ("Annexation Area") in Kaysville City; and

WHEREAS, Owners and Kaysville City have entered into an agreement setting forth the responsibilities of both parties relative to various aspects of the development of the Annexation Area to accommodate annexation and development with appropriate infrastructure and land uses to enhance the general area; and

WHEREAS, the City Council has determined it to be in the best interest of the citizens of Kaysville City to enter into this agreement to ensure that Annexation Area will be developed according to the overall objectives and intent of the City's General Plan and in the best interest of the City.

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

1. The agreement entitled "AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND BETWEEN KAYSVILLE CITY AND FROST FAMILY REAL ESTATE, LLC." is hereby adopted and approved.

2. The Mayor is authorized to execute the Agreement, which is attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED by the City Council of Kaysville Utah, this **1st day of February, 2018.**

Katie Witt
Mayor

ATTEST:

Maria T. Devereux
City Recorder

APPROVED AS TO FORM:

Nicholas C. Mills, City Attorney

**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 37.5 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.

ARTICLE III CITY’S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in 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 City shall make good faith efforts to install a water tank to service this property within two years after the date that the annexation plat is recorded.

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**—Kaysville City 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 the Subject Area shall be serviced from the date of pre-construction meeting and bonding and going 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.

4.1.2.1 **Payment Schedule**—Owner shall pay the City one-third of the total cost to buy-out the power within 30 days of the City being billed or invoiced for the buy-out.

4.1.3 **Culinary Water**—City shall install a water tank to service the Annexation Area as outlined in 3.2 above. City shall have sole discretion to determine the tank's capacity, but shall install a tank that provides culinary service to the Subject Area and has a minimum capacity of 1 million gallons. It is anticipated that Owner would require 100,000 gallons to service the Annexation Area. Owner will pay a proportionate share of the tank's cost to install the tank based on the following formula:

Percentage that Owner shall pay City for the Water tank = $100,000 / \text{Total Tank Capacity}$.

4.1.3.1 **Owner's Responsibilities**—In addition to the tank, owner shall be responsible to pay the costs to install a pump, pump-house, piping, and any other associated improvements connected with pumping and delivering water to the water-tank up to \$180,000. City shall cover any costs for the pump, pump-house, piping, and any other associated improvements in excess of Owners \$180,000 obligation. Owner shall also dedicate any easements and property required to install the water-tank, pump, pump-house, and any other associated improvements. Owner shall be solely responsible to pay for the costs of any piping used to deliver the water from the water tank to the homes in the Subject Area.

4.1.3.2 **Payment Schedule**—Owner shall pay \$30,000 within 60 days of approval of this agreement or at the approval of preliminary plat, whichever is sooner. Owner shall pay the remainder of its proportionate share (based on the formula above) of the water tank within 60 days of completion of the water tank construction.

4.1.3.3 **Outside Parties**—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 the Subject Area and the necessary easement for utility lines and infrastructure, Owner shall work with the Utah Department of Transportation (UDOT) to negotiate and convey the 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 any of the Subject Area below 4,870 feet. Owner agrees to 16 culinary connections for secondary water.

4.1.5.1 **16 Allowed Culinary Connections**—Each of the 16 culinary connections shall have a reduced pressure backflow assembly. Installation of the

backflow assemblies shall be required to meet Kaysville City Public Works and Engineering Standards. Further, the backflow assemblies shall be installed downstream of the water meter and shall be disconnected annually from November 1st to March 1st.

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 include 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. One connection shall be on the south-eastern third of the property and the other connection shall be on the south-wester third and connect or be stubbed to connect to parcel 11-036-0073, which is the parcel directly south of the subject area.

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, apply for a fee for project improvements in compliance with Kaysville City Code 19-6-4 which shall be considered and presented to the City Council. Owner is notified that this Agreement does not bind the City to agree to enter into any form of payback agreement. Owner is notified that any payback agreement shall be subject to a reasonable administrative fee charged by the City to administer and insure that the payback is complied with.

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 assigns 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 84103

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 she signed the foregoing Annexation Agreement in behalf of said corporation, and KATIE
WITT acknowledged to me that Kaysville City 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**

ORDINANCE 18-2-1
(Frost Property Annexation)

**AN ORDINANCE ANNEXING REAL PROPERTY LOCATED AT
APPROXIMATELY 1402 NORTH HIGHWAY 89 INTO THE CITY AND
EXTENDING THE CORPORATE LIMITS OF THE CITY**

WHEREAS, the City has determined that the property located at approximately 1402 North Highway 89 is part of an existing unincorporated property contiguous to Kaysville City; and

WHEREAS, this property is identified in the Kaysville City Annexation Policy Plan Expansion Area Map; and

WHEREAS, the City Council adopted an Annexation Agreement expressing Kaysville City's intent to annex said property; and

WHEREAS, the City Council has determined that in their judgment, this annexation meets the standards set forth in the Utah State Code, and the noticing requirements therein have been satisfied; and

WHEREAS, the Kaysville City Council deems it to be in the best interest of the City and its citizens to annex the real property described herein to Kaysville City.

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

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

SECTION II: Enactment. That the following described real property is hereby annexed to Kaysville City, and the corporate limits of the City are hereby extended to include said real property:

Beginning at the Northeast Corner of Bromsfield Subdivision, said point being on the south line of Layton City, the south line of Twin Peaks Cove No. 3 Subdivision, and the section line at a point South 89°50'45" East 1960.90 feet along the section line from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian and running;

Thence South 89°50'45" East 672.84 feet along the south line to the Southeast Corner of Layton City, the south line to the Southeast Corner of Twin Peaks Cove No. 3 Subdivision, and along the quarter section line to the North Quarter Corner of said Section 25;

Thence South 0°15'44" West 1304.10 feet along the quarter section line to the north line of Kaysville City;

Thence South 89°36'29" West 2529.44 feet along the north line of Kaysville City and beyond, to, along and beyond the north line of Crestwood Lane Subdivision, to the west line of U.S. Highway 89 (Mountain Road) and the east line of Kaysville City and beyond, to the extension of the south line of Bromsfield Subdivision and the extension of the south line of Layton City;

Thence South 89°50'45" East 1869.86 feet to and along the south line to the Southeast Corner of Layton City and also to and along the south line to the Southeast Corner of Bromsfield Subdivision;

Thence North 0°11'10" East 250.00 feet along the east line of Layton City and also along the east line of Bromsfield Subdivision to the point of beginning.

Contains 2,871,834 square feet, 65.928 acres.

SECTION III: Upon annexation this property is assigned the R-1-8 land use zone as shown on the attached map.

SECTION IV: That the City Recorder is directed to file a certified copy of the plat of said real property and a certified copy of this ordinance of annexation with the Davis County Recorder.

SECTION V: **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 the said ordinance.

SECTION VI: **Effective date.** This ordinance shall go into effect at the expiration of the 20th day after publication or posting or the 30th day after final passage as noted below or whichever of said days is more remote from the date of passage thereof and thereupon the annexation of this property shall be deemed complete and the said territory herein described shall be deemed and held to be a part of this City, and the inhabitants thereof shall thereafter enjoy the privileges of and be subject to the Ordinances and Regulations and taxing powers of Kaysville City.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **1st day of February, 2018.**

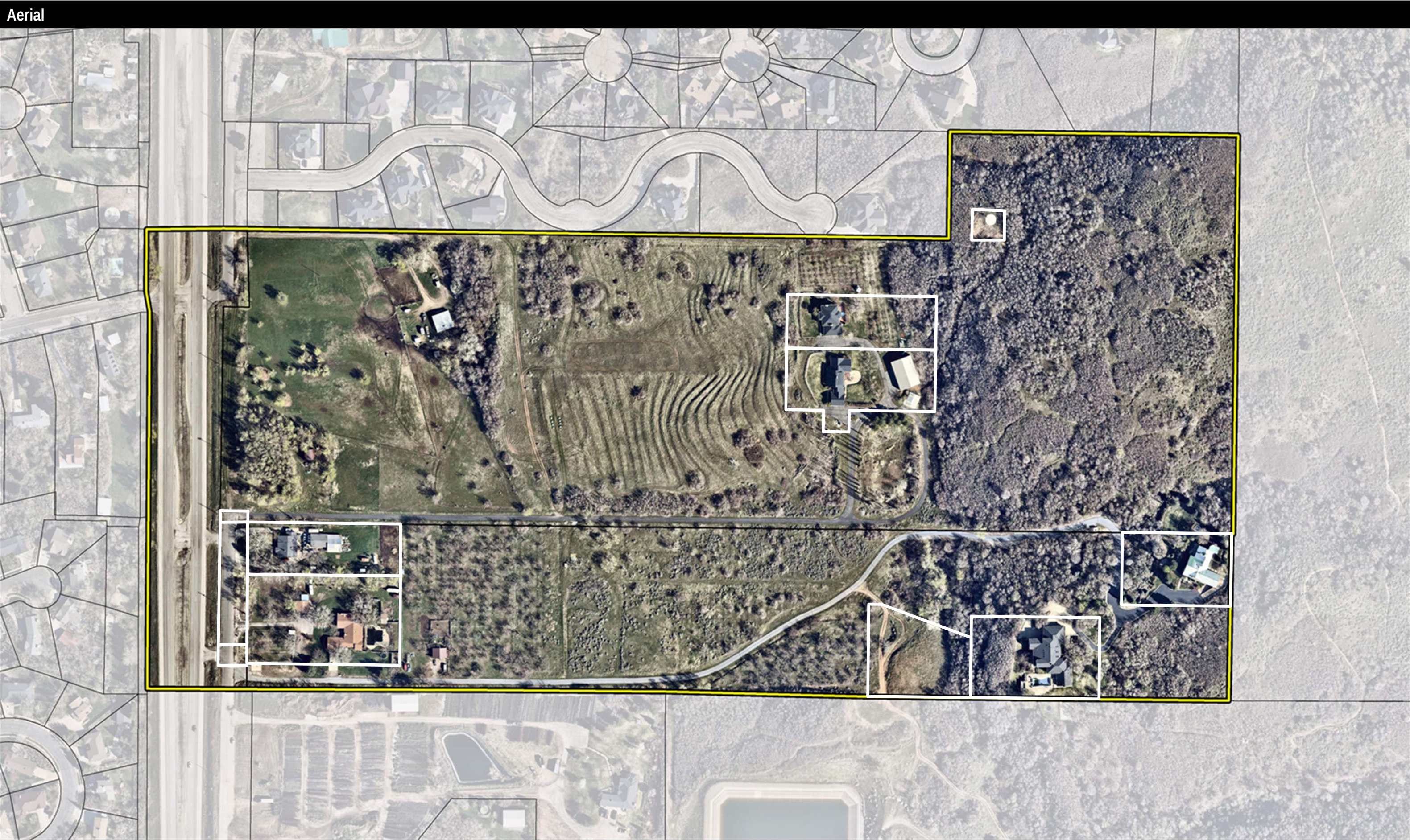
Katie Witt
Mayor

ATTEST:

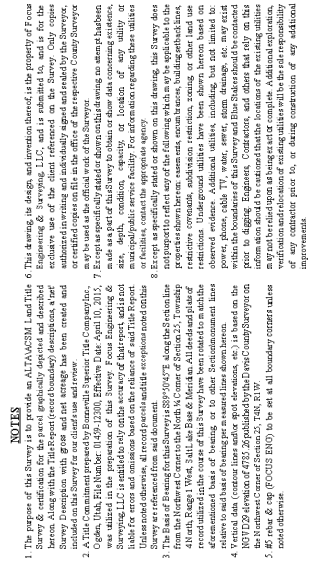
Maria T. Devereux
City Recorder

APPROVED AS TO FORM:

Nicholas C. Mills, City Attorney



ALTA/ACSM LAND TITLE SURVEY

[illegible]

To: Discovery Development, LLC, Frost Family Real Estate, LLC, Bonville, Superior Title Company, Stewart Title Company

Dennis P. Caride
Professional Land Surveyor

[illegible]

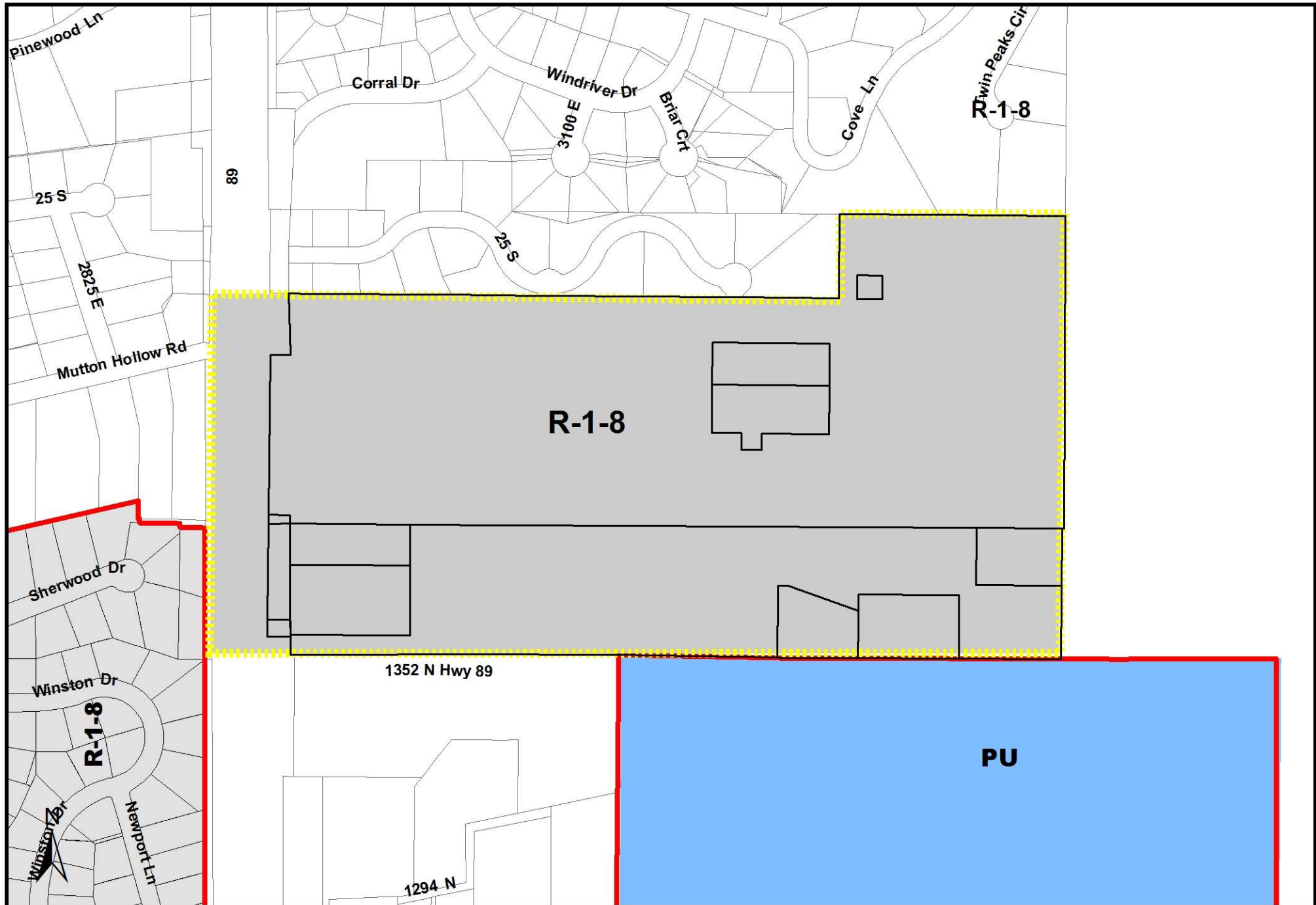
1 OF 1

FOCUS
ENGINEERING AND SURVEYING, LLC

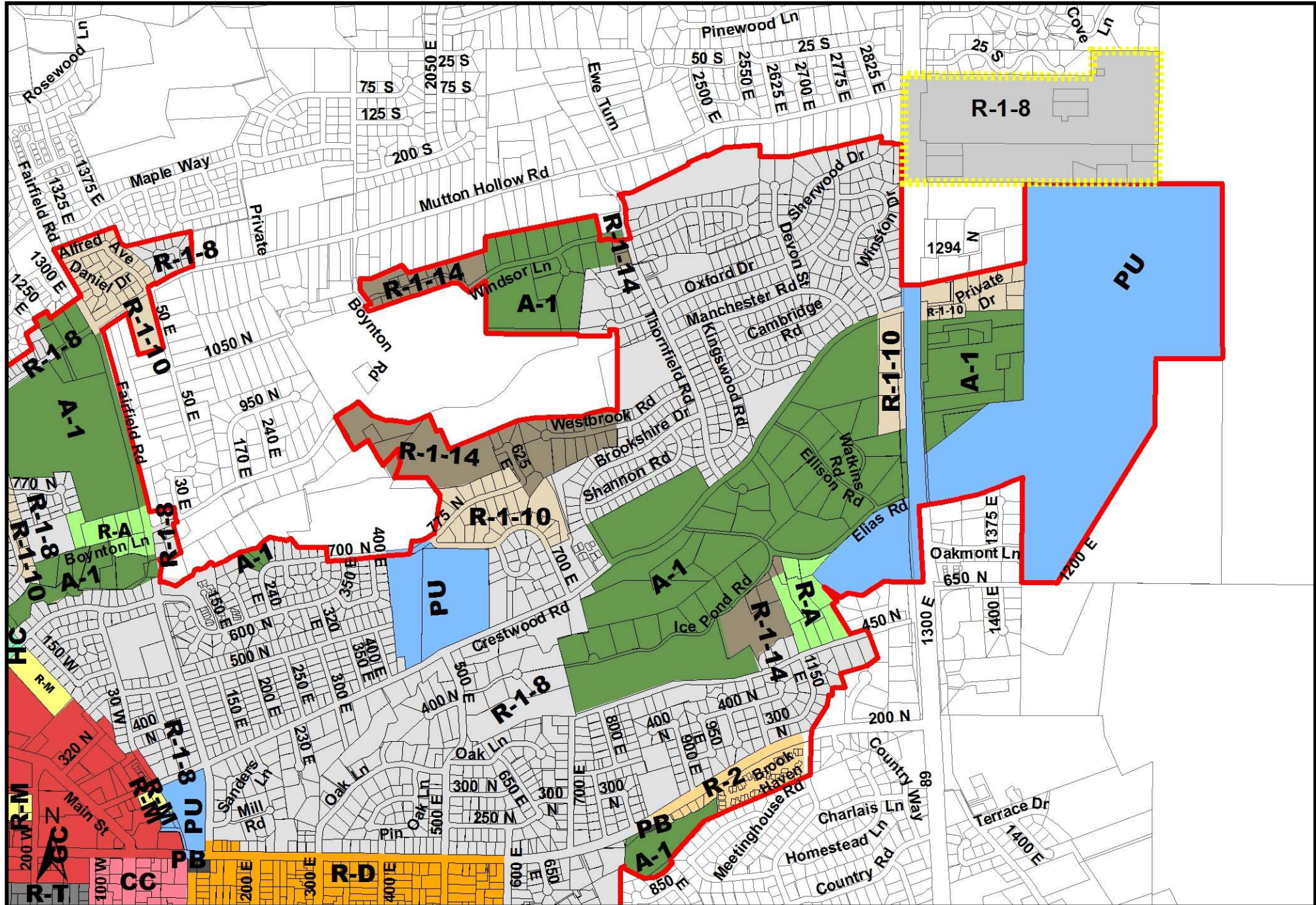
ALTA/ACSM LAND TITLE SURVEY
LOCATION: NW1/4 SECTION, 25, T4N, R1W, SLB&M
KAYSVILLE, UTAH
PROPERTY OF: FROST FAMILY REAL ESTATE, LLC

PROPERTY OF: FROST FAMILY REAL ESTATE, LLC
PREPARED FOR: DESTINATION HOMES

Annexation and Designation of 61 acres to the R-1-8 Zoning District



Annexation and Designation of 61 acres to the R-1-8 Zoning District



STAFF REPORT



COUNCIL MEETING DATE: February 1, 2018

ITEM NO.: 4c - Lease

TYPE OF ITEM: Action

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Authorizing a Lease Agreement with Jim Puffer Landscaping Inc. and Shadows of Fear Charity Haunted House for Lease of City Property for the Storage of Inventory and Autumnal Charity Event at Approximately 345 South Deseret Dr. (Resolution 18-2-4)

EXECUTIVE SUMMARY:

After discussing this item in closed session last city council meeting, city staff were instructed to pursue a lease on the Deseret Drive property owned by the city with both applicants that submitted required information before the deadline. This Resolution gives staff the authorization to enter into and execute the lease under the terms offered by the applicants.

Council Options:

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

Recommended Options: **Adopt the Resolution as presented.**

Fiscal Impact & Fund Source for Recommended Action: This lease would bring revenue to the city for lease of some land that is currently owned by and not needed by the city.

Attachments: Resolution

RESOLUTION 18-2-4

AUTHORIZING A LEASE AGREEMENT WITH JIM PUFFER LANDSCAPING, INC AND SHADOWS OF FEAR CHARITY HAUNTED HOUSE FOR LEASE OF CITY PROPERTY FOR THE STORAGE OF INVENTORY AND AUTUMNAL CHARITY EVENT AT APPROXIMATELY 345 SOUTH DESERET DRIVE.

WHEREAS, Kaysville City (hereinafter “City”) has an unused parcel of property, parcel # 11-098-0108 (hereinafter “Subject Property”) that it desires to retain but has no present use for; and

WHEREAS, the City only received two bids from potential tenants to lease a portion of Subject Property from the City; and

WHEREAS, City Staff has reviewed and evaluated each response to the Advertisement for Bids and has found it to be in the best interest of the City and citizens of Kaysville City to conditionally select as tenants both Jim Puffer Landscaping, Inc. and Shadows of Fear Charity Haunted House (hereinafter “Tenants”).

WHEREAS, City and Tenants, in their mutual interest, wish to enter into a lease agreement for this property; and

WHEREAS, the City, in exercise of its management of public property, believes that it is in the best interest of the public to enter into the Lease Agreements with Jim Puffer Landscaping, Inc. and Shadows of Fear Charity Haunted House that would allow the parties to store inventory and host an autumnal seasonal event on the property located at approximately 345 South Deseret Drive, Kaysville, Utah.

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

1. Tenants are conditionally selected as the potential lessees with whom the City Manager should conduct negotiations for a portion of the Subject Property.

2. The City Manager is directed to conduct negotiations for a Lease Agreement (hereinafter “Agreement”) with both Jim Puffer Landscaping, Inc. and Shadows of Fear Charity Haunted House for the lease of Subject Property. The terms of the two Agreements shall address the terms and conditions of the Advertisement for Bids as well as the price and other responses to the Advertisement for Bids contained in the proposal submitted by Tenants that are consistent with the intent of the Advertisement for Bids. The Agreements shall include such other provisions as are deemed necessary to accomplish the purposes of the City in entering an agreement for the lease of subject property. The City Manager is prohibited from entering into an agreement that would lower the lease price submitted in the initial bid.

3. At such time as the Agreement is in a form acceptable to the City Manager and City Attorney and after Tenants have properly executed said Agreement, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by Tenants shall constitute acceptance of the Lease, pursuant to the terms and conditions of the Agreement. Execution of the Agreement by the City Manager shall constitute the City's acceptance of the offer by Tenants and the formal award of the Lease to either tenant pursuant to the terms and conditions of the Agreement.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **1st day of February, 2018.**

Katie Witt, Mayor

ATTEST:

Maria Devereux, City Recorder



City Council Action Item - Staff Report

Substation Fiber Optic Project February 1, 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 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.

Vendor	Ring construction	
Beehive	\$461,141	The Fiber RFP and RFP responses can be found at this link: https://goo.gl/jZB4qf
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.

On January 18, 2018 Council voted to move the "award of contract with Connex" to the February 1, 2018 action item.

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

Council Option: Approve, Modify, Deny
Recommendation: Approve

PURCHASE AND INSTALLATION AGREEMENT

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 any of the terms of this Agreement relating to 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. Connexx shall be solely responsible for the engagement and management of the subcontractors in the performance of the Work;
- ii. Connexx 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 Connexx 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 Connexx 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 Connexx 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 Connexx after four (4) years from the earlier of the date of substantial completion of Connexx's Services or the date last labor or services were provided by Connexx 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

Contractor:

Connex

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 _____. 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 Action Item - Staff Report

Advanced Meter Infrastructure February 1, 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.

On January 18, 2018 Council voted to move AMI to the February 1, 2018 action item.

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.

RESOLUTION 18-02-1

AUTHORIZING AN AGREEMENT WITH EATON FOR THE INSTALLATION OF AUTOMATED METER INFRASTRUCTURE

WHEREAS, Kaysville City (hereinafter “City”) has elected to install an Automated Meter Infrastructure; and

WHEREAS, an Automated Infrastructure will benefit the City by improving the reliability of the City’s power network and reporting, increasing the efficiency of determining power usage, and otherwise benefit the health and welfare of the City and its Citizenry; and

WHEREAS, the City received bids for construction of the referenced project on July 25, 2017 with the results of these bids attached hereto for the Council’s review; and

WHEREAS, City Staff has reviewed and evaluated each response to the Advertisement for Bids and has found it to be in the best interest of the City and citizens of Kaysville City to conditionally select **EATON CORPORATION** (hereinafter “Eaton”) as the contractor for the installation of the Automated Meter Infrastructure.

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

1. Eaton is conditionally selected as the lowest responsive and responsible bidder with whom the City Manager should conduct negotiations for the installation of the Automated Meter Infrastructure.

2. The City Manager is directed to conduct negotiations for an agreement (hereinafter “Agreement”) with Eaton for the installation of the Automated Meter Infrastructure. The terms of the Agreement shall address the terms and conditions of the Advertisement for Bids as well as the price and other responses to the Advertisement for Bids contained in the proposal submitted by Eaton that are consistent with the intent of the Advertisement for Bids. The Agreement shall include such other provisions as are deemed necessary to accomplish the purposes of the City in entering an agreement for the installation of the Automated Meter Infrastructure. The City Manager is prohibited from entering into an agreement with Eaton for more than \$1.6 million.

3. At such time as the Agreement is in a form acceptable to the City Manager and City Attorney and after Eaton has properly executed said Agreement, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by Eaton shall constitute acceptance of the Automated Meter Infrastructure project, pursuant to the terms and conditions of the Agreement. Execution of the Agreement by the City Manager shall constitute the City’s acceptance of the offer by Eaton and the formal award of the contract to Eaton for the installation of the Automated Meter Infrastructure, pursuant to the terms and conditions of the Agreement.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **1st day of February, 2018.**

Katie Witt, Mayor

ATTEST:

Maria Devereux, City Recorder

STAFF REPORT



MEETING DATE: February 1, 2018

ITEM NUMBER:

TYPE OF ITEM: Action

PRESENTED BY: Dean Storey, Finance Director

SUBJECT/AGENDA TITLE: Impact Fee Facilities Plans/Impact Fee Analysis Study

EXECUTIVE SUMMARY:

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.

Impact Fee Facilities Plan

The IFFP identifies the capital projects that qualify to be funded or partially funded by the collection of impact fees.

According to the Impact Fees Act (UC 11-36a-302), Kaysville City must prepare an Impact Fee Facilities Plan before impact fees can be imposed. The IFFP must identify the following elements:

- Existing and Proposed Level of Service.
- Excess Capacity which could be used to accommodate new growth.
- Demand placed on existing public facilities by new development activity.
- The proposed means by which the demands will be met.

Impact Fee Analysis

The IFA determines the appropriate amount of impact fees to be charged by establishing an Impact Fee Schedule and formulas for calculating Impact Fees based on the impact of new development.

The IFFP and IFA need to be accurate and defensible.

Status

At the City Council meeting on January 4, 2018, Staff presented a proposal for updating the IFFP and the IFA. The City Council recommended Staff to solicit additional proposals. Staff sent information to several professional consulting firms and placed a Request for Proposals on BidSync.

The City received limited response to the request. The City received one additional proposal for roadway and for parks and recreation and one for electrical facilities No additional proposals were submitted for the Impact Fee Analysis.

COUNCIL OPTIONS: Approval or Denial

RECOMMENDED OPTIONS:

Staff recommends the Council to direct Staff in engaging professional services as follows:

- JUB Engineers – \$29,600 This proposal includes the updating of the water model and the preparation of the Capital Facilities Plan in addition to the IFFP.
- Horrocks Engineers - \$30,254 This proposal includes the preparation of the Capital Facilities Plan in addition to the IFFP.
- LYRB - \$42,500 This proposal include the IFFP for Parks and Recreation, Public Safety and Electrical Facilities and the preparation of the IFA for all Impact Fee Facilities Plans.

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION:

The General Fund, Electric Utility Fund and the Water Utility Fund will pay their proportionate costs of the Plans and the Analysis.

ATTACHMENTS:

Request for Proposals: Impact Fee Facilities Plans and Impact Fee Analysis

Impact Fee Facilities Plans and Impact Fee Analysis Proposed Cost Summary



Impact Fee Facilities Plans and Impact Fee Analysis Proposed Cost Summary

ORIGINAL						
		Impact Fee Facilities Plan			Impact Fee Analysis	
		Tasks				
1	Water				* Included in LYRB Proposal	
	JUB					
		Update Existing Model	\$10,000.00			
		Prepare Capital Facilities Plan	\$5,600.00			
		Prepare IFFP Report	\$13,000.00			
			\$28,600.00			
2	Transportation				* Included in LYRB Proposal	
	Horrocks	Project Administration				
		& Data Gathering	\$14,650.22			
		Road System Capital Facilities Plan	\$10,898.00			
		Impact Fee Facilities Plan	\$4,706.00			
			\$30,254.22			
3	Parks and Recreation				LYRB - Public Safety IFFP, Parks IFFP	\$37,950.00
	LYRB	* Included in LYRB Proposal			IFA for all Facilities	
4	Public Safety					
	LYRB	* Included in LYRB Proposal				
5	Power	No Information				
REVISED						
1	Water				* Included in LYRB Proposal	
	JUB				No Additional IFA Proposal Submitted	
		Update Existing Model	\$10,000.00			
		Prepare Capital Facilities Plan	\$5,600.00			
		Prepare IFFP Report	\$13,000.00			
			\$28,600.00			
		No Additional Proposals Received				
2	Transportation					

	Horrocks	Project Administration			* Included in LYRB Proposal	
		& Data Gathering	\$14,650.22		No Additional IFA Proposal Submitted	
		Road System Capital Facilities Plan	\$10,898.00			
		Impact Fee Facilities Plan	\$4,706.00			
			\$30,254.22			
	Parametrix	Road System Capital Facilities Plan	\$13,971.00			
		Impact Fee Facilities Plan	\$26,706.00			
			\$40,677.00			
3	Parks and Recreation				LYRB - Public Safety IFFP, Parks IFFP,	\$42,500.00
	LYRB	* Included in LYRB Proposal			and Power	
					IFA for all Facilities	
	BLU Line	Evaluation and IFFP Report	\$24,750.00			
4	Public Safety				No Additional IFA Proposal Submitted	
	LYRB	* Included in LYRB Proposal				
		No additional Proposals Received				
5	Power				No Additional IFA Proposal Submitted	
	LYRB	* Included in LYRB Proposal				
		Power Facilities Added to LYRB Proposal				
	ICPE	Evaluation and IFFP Report	\$67,920.00			

Kaysville City Request for Proposals Impact Fee Facilities Plans January 2018

Kaysville City is located in Davis County, Utah. The City is approximately ten square miles with a population of approximately 30,000 residents and a projected population of approximately 42,000 residents at build-out. This Request for Proposal(s) will assist the City in selecting an experienced consultant, or team of consultants to conduct the activities necessary to develop an up-to-date and complete Impact Fee Facilities Plan(s) (IFFP) for City facilities in preparation for an Impact Fee Analysis (IFA). The IFFP and IFA shall satisfy the requirements of Title 11, Chapter 36 of the Utah Code "Impact Fees Act," as well as other applicable federal and state laws.

A Plan for each of the following facilities is requested.

1. Water, including water rights and water supply, storage and distribution facilities. **
2. Roadway Facilities. **
3. Power Facilities.
4. Parks, Recreation Facilities, Open Space and Trails.
5. Public Safety Facilities

** Consultants preparing a proposal for the Water IFFP and the Roadway IFFP may also include a separate proposal for a Capital Facilities Plan as part of the overall submittal. This plan helps identify other needed facilities that may not be part of an IFFP but should be evaluated.

The City requests a unique and independent proposal for each Plan submittal. Respondents may provide a proposal for one or more of the Plans.

Each Plan will establish a "Level of Service Standard" and should include an analysis of 1) Existing Conditions, 2) Existing Reserve Capacity, and 3) Determination of Needed Facilities and estimated costs.

Proposals must be concise and include the following information:

1. Letter of Transmittal. The letter of transmittal should include an introduction of the Consultant, the name, address, telephone number, fax number and email of the person to be contacted along with others who are authorized to represent the company in dealing with this RFP

2. Executive Summary. An executive summary will briefly describe the consultant's approach and clearly indicate any options that need to be highlighted or alternative being proposed. It should also include any major requirements that cannot be met by the Consultant.
3. Detailed Discussion. This section should constitute the major portion of the proposal and should include the following:
 - A) Consultant's understanding of the project requirements.
 - B) Key personnel who would be assigned to the project, including qualifications.
 - C) Consultant's experience with similar projects in scope and size including references.
 - D) Suggested scope of services and project schedule.
4. Cost Proposal. The Consultant is to submit a cost proposal allowing costs to be evaluated independently of other criteria in the proposal. The cost proposal should include the method of determining compensation for the required services with a not-to-exceed cost estimate.
5. Miscellaneous. Miscellaneous and additional information including company literature and samples of related work.

Submission of Proposal

Consultants are requested to submit the proposal by 5:00 pm, Thursday, January 25, 2018. Responses shall be addressed as follows:

Kaysville City Facilities Plan Proposal
[Clearly Identify Facility Plan proposed ie. Water System]
23 East Center Street
Kaysville, UT 84037

Questions arising subsequent to the issuance of this RFP that could have a significant impact on the responses, shall be submitted in writing through BidSync.com. General questions may be directed to Dean Storey, Finance Director, dstorey@kaysvillecity.com.

Kaysville City may require an oral presentation by consultant to supplement the written proposal. Kaysville City reserves the right to reject any or all proposals and to waive any informality or technicality in any proposal in the interest of the City.

Proposal Evaluation

Each proposal will be evaluated based on qualifications, availability and schedule to completion, organization and approach and costs.

Kaysville City Request for Proposals Impact Fee Analysis January 2018

Kaysville City is located in Davis County, Utah. The City is approximately ten square miles with a population of approximately 30,000 residents and a projected population of approximately 42,000 residents at build-out. This Request for Proposal will assist the City in selecting an experienced consultant, or team of consultants to conduct an Impact Fee Analysis (IFA) The analyses shall satisfy the requirements of Title 11, Chapter 36 of the Utah Code "Impact Fees Act," as well as other applicable federal and state laws.

The City is in the process of completing Impact Fee Facilities Plans for culinary water, transportation, power, public safety and parks and recreation and open space. The Consultant will prepare IFA's related to these Plans.

The IFA(s) shall establish a financing structure for the growth related infrastructure, the proportionate share of the costs related to development and for existing capacity and the calculation of impact fees and the establishment of an impact fee schedule. The calculation must be accurate and defensible.

Proposals must be concise and include the following information:

1. Letter of Transmittal. The letter of transmittal should include an introduction of the Consultant, the name, address, telephone number, fax number and email of the person to be contacted along with others who are authorized to represent the company in dealing with this RFP
2. Executive Summary. An executive summary will briefly describe the consultant's approach and clearly indicate any options that need to be highlighted or alternative being proposed. It should also include any major requirements that cannot be met by the Consultant.
3. Detailed Discussion. This section should constitute the major portion of the proposal and should include the following:
 - (A) Consultant's understanding of the project requirements.
 - (B)) Key personnel who would be assigned to the project, including qualifications.
 - (C) Consultant's experience with similar projects in scope and size including references.
 - (D) Suggested scope of services and project schedule.

4. Cost Proposal. The Consultant is to submit a cost proposal allowing costs to be evaluated independently of other criteria in the proposal. The cost proposal should include the method of determining compensation for the required services with a not-to-exceed cost estimate.
5. Miscellaneous. Miscellaneous and additional information including company literature and samples of related work.

Submission of Proposal

Consultants are requested to submit the proposal by 5:00 pm, Thursday, January 25, 2018. Responses shall be addressed as follows:

Kaysville City Impact Fee Analysis Proposal
23 East Center Street
Kaysville, UT 84037

Questions arising subsequent to the issuance of this RFP that could have a significant impact on the responses, shall be submitted in writing through BidSync.com. General questions may be directed to Dean Storey, Finance Director, dstorey@kaysvillecity.com.

Kaysville City may require an oral presentation by consultant to supplement the written proposal. Kaysville City reserves the right to reject any or all proposals and to waive any informality or technicality in any proposal in the interest of the City.

Proposal Evaluation

Each proposal will be evaluated based on qualifications, availability and schedule to completion, organization and approach and costs.



City Council Staff Report

Ordinance amendment. Rezone mailers. February 1, 2017

Description:

The City Council has previously expressed its desire to have better noticing to residents regarding a rezone request. City staff has been honoring this request by sending out notices with each rezone to property owners within 500 feet of the property under consideration. This proposal would make that process an ordinance requirement. Even though these notices have been mailed for all recent applications, once it is in ordinance will no longer be a requirement to publish notice of a rezone hearing in the newspaper.

Recommendation:

The Planning Commission voted unanimously to recommend approval of the proposed change to the City Council as outlined.

Attachments:

1. Zone Change Mailer Ordinance 2018-02-01

ORDINANCE NO. 18-2-2

AN ORDINANCE AMENDING SECTION 17-1-9, AMENDMENTS, OF CHAPTER 17-1, GENERAL PROVISIONS, OF TITLE 17 PLANNING AND ZONING OF THE REVISED ORDINANCES OF KAYSVILLE CITY PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Kaysville City Council desires that the citizens of Kaysville have sufficient opportunity to participate in the public process when appropriate; and

WHEREAS, the Kaysville City Planning Commission has held a public hearing regarding this matter; and

WHEREAS, the Kaysville City Council has requested that mailed notice be provided as a preferred form of noticing regarding a rezone request;

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 17-1-9, AMENDMENTS, of Chapter 17-1, GENERAL PROVISIONS, of Title 17, PLANNING AND ZONING, of the Revised Ordinances of Kaysville City, 1993, is amended to read as follows:

17-1-9 Amendments

1. The City Council may amend the number, shape, boundaries, or area of any zoning district; any regulation of or within the zoning district; or any other provisions of this title. Such amendments, including rezonings, are discretionary legislative actions, even if an application for amendment otherwise conforms to ordinance requirements.
2. Amendments may be initiated by the City Council, the Planning Commission or by one or more owners of property affected by the proposed amendment. Unless initiated by the City Council or Planning Commission, no amendment shall be considered without evidence of the acquiescence therein of the owners of the property involved.
3. An application for amendment, when submitted by property owners, shall be accompanied by a fee, the amount to be determined by the Zoning Administrator as adequate to cover costs of hearings, publication, and any necessary reviews. No fee assessed, or any part thereof, shall be returnable in the event that the proposed amendment is denied.
4. An application for an amendment shall be filed at the office of the Zoning Administrator and shall be accompanied by an accurate map of the land.
5. Reasonable efforts shall be made to effect notice by mail to all Kaysville City property owners within 500 ft. of the property under consideration for an amendment to the zoning map at least 10 days prior to a public hearing regarding that request.

6. Upon receipt of the application, the Planning Commission, in a public hearing, shall hear and receive information from the applicant and other interested parties, which may affect the request for amendment. The Planning Commission, after consideration of this information, shall make a recommendation on the proposed amendment.
7. A copy of any proposed amendment shall be submitted to the City Council and shall be accompanied by the recommendations of the Planning Commission.
8. After holding a public meeting, the City Council may adopt or reject the amendment either as proposed by the Planning Commission or after making any revision the City Council considers appropriate.
9. In case an application for a change of zone district is denied, a new application for the same zoning change affecting the same property shall not be eligible for reconsideration for one (1) year subsequent to such denial. A new application affecting or including all or part of the same property must be substantially different from the application denied, in the opinion of the Planning Commission, to be eligible for consideration within one (1) year of the denial of the original application.

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 30 days after final passage by the Kaysville City Council.

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