Kaysville City

# MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, June 21, 2018, starting at 6:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

The agenda shall be as follows:

**CITY COUNCIL MEETING – 6:00 PM**

1. Kaysville Power Resource Presentation – Jackie Coombs, UAMPS

**KAYSVILLE CITY REDEVELOPMENT AGENCY BOARD MEETING – 6:45 PM**

1. Opening.
2. Adoption of a Resolution adopting the Budget for the Kaysville City Agency for the Fiscal Year 2019. (Res. 18-6-02)
3. Adjournment.

**KAYSVILLE CITY MUNICIPAL BUILDING AUTHORITY BOARD 6:50 PM**

1. Opening
2. Adoption of a Resolution amending the Budget for the Kaysville City Municipal Building Authority for Fiscal Year 2018. (Res. 18-6-03)
3. Adoption of a Resolution adopting the Budget for the Kaysville City Municipal Building Authority for the Fiscal Year 2019. (Res. 18-6-04)
4. Adjournment.

**CITY COUNCIL MEETING**

1. OPENING - Council Member Jake Garn.

2. RECOGNITIONS AND PRESENTATIONS
   a. Davis and Weber Counties Canal – Rick Smith, Exec. Director (20 Mins.)

3. DECLARATIONS OF CONFLICTS OF INTEREST.

4. CONSENT ITEMS.
   a. Minutes from April 21, 2018.
   b. Minutes from May 3, 2018
   c. Minutes from May 23, 2018.
   d. Adoption of City Manager Contract.
   e. Consent Appointment of Planning Commission Members.

5. ACTION ITEMS.
    a. Adoption of the Kaysville City Modified Tentative Budgets for Fiscal Year 2019 and the adoption of the Kaysville City Consolidated Fee Schedule. (Res. 18-6-05)
    b. Authorizing the Aquisition of a Temporary Construction Easement - Brett and Rebecca Bass (Res. 18-6-06).

6. WORK ITEMS.
    a. Old Library Update – Langdon Group (20 Minutes)
    b. Service Line Warranty Program – Dennis Lyon (20 Minutes)

7. CALL TO THE PUBLIC.

8. COUNCIL MEMBER REPORTS.

9. CALENDAR.

10. ADJOURNMENT.

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at (801) 497-7008.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on June 18, 2018.

Maria T. Devereux

Maria T. Devereux
City Recorder

**RESOLUTION NO 18-6-02**

A RESOLUTION ADOPTING A BUDGET FOR THE KAYSVILLE CITY REDEVELOPMENT AGENCY FOR FISCAL YEAR 2019.

WHEREAS, the Kaysville City Redevelopment Agency has been created to transact the business and exercise all powers provided in the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, (the "Act)" Title 17C of the Utah Code, as amended; and

WHEREAS the "Act" requires the Agency to adopt a budget each fiscal year;

BE IT RESOLVED BY THE BOARD OF THE KAYSVILLE CITY REDEVELOPMENT AGENCY:

1. The Kaysville City Redevelopment Agency Budget for FY 2018 is hereby adopted.

| | |
|---|---|
| Revenues | |
| Property Tax (Tax Increment) | $135,000 |
| | |
| Expenditures | |
| Professional Services | $ 25,000 |
| Inter-Fund Loan Payment | $ 110,000 |
| | $135,000 |

2. This Resolution shall take effect upon the date of adoption.

APPROVED and ADOPTED this 21st day of June 2018.

Katie Witt
Chair, Agency Board

ATTEST:

Maria Devereux
Secretary

**RESOLUTION NO 18-6-03**

A RESOLUTION AMENDING THE BUDGET FOR THE KAYSVILLE MUNICIPAL BUILDING AUTHORITY FOR FISCAL YEAR 2018.

WHEREAS, the Municipal Building Authority of Kaysville City establishes a budget for the purpose of accounting for expenditures related to the Municipal Building Authority and now desires to amend the FY 2018 Budget.

BE IT RESOLVED BY THE BOARD OF THE KAYSVILLE CITY REDEVELOPMENT AGENCY:

1. The Kaysville City Municipal Building Authority Budget for FY 2019 is hereby amended as follows:

| | Original | Amended |
|---|---|---|
| Revenues | | |
| Fund transfer from the General Fund | $400,000 | $415,000 |
| Expenditures | | |
| MBA Debt Service / Lease Payment | $390,000 | $415,000 |

2. This Resolution shall take effect upon the date of adoption.

APPROVED and ADOPTED this 21st day of June 2018.

______________________
Katie Witt
Chair, Municipal Building Authority

ATTEST:

______________________
Maria Devereux
Secretary

**RESOLUTION NO 18-6-04**

A RESOLUTION ADOPTING A BUDGET FOR THE KAYSVILLE CITY MUNICIPAL BUILDING AUTHORITY FOR FISCAL YEAR 2019.

WHEREAS, the Municipal Building Authority of Kaysville City desires to adopt a budget for the purpose of accounting for expenditures related to the Municipal Building Authority.

BE IT RESOLVED BY THE BOARD OF THE KAYSVILLE CITY REDEVELOPMENT AGENCY:

1. The Kaysville City Municipal Building Authority Budget for FY 2019 is hereby adopted.

   Revenues

   | | |
   |---|---|
   | Fund transfer from the General Fund | $390,000 |

   Expenditures

   | | |
   |---|---|
   | MBA Debt Service / Lease Payment | $390,000 |

2. This Resolution shall take effect upon the date of adoption.

APPROVED and ADOPTED this 21st day of June 2018.

______________________
Katie Witt
Chair, Municipal Building Authority

ATTEST:

______________________
Maria Devereux
Secretary

# KAYSVILLE CITY COUNCIL

Meeting Minutes

DRAFT

Meeting minutes of the FY 2019 Budget Retreat held on April 21, 2018 at 8:00 a.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

Present: Mayor Witt, Council Member Barber, Council Member Page, Council Member Adams, Council Member Garn, Council Member Hansen.

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, City Recorder Maria Devereux, Finance Director Dean Storey, and City Attorney Nic Mills.

**CITY COUNCIL MEETING**

Council Member Garn made a motion to move into closed session at 7:30 a.m., second by Council Member Page and passed unanimously.

The Council convened into a closed session meeting to discuss the character, professional competence, or physical or mental health of an individual, in conformance with Utah State Code §52-4-205.

At 8:00 a.m., Mayor Witt opened the FY2019 Budget Retreat with a departmental budget review and discussion.

Shayne Scott, City Manager, reviewed priorities, departmental budgets, and explained that the tentative budget will be adopted in May, with the adoption of the final budget prior to the June 21st Council meeting, if there is no truth and taxation process.

Shayne Scott, City Manager, opened the Budget Meeting for FY 2019. He introduced the agenda and discussed the Preliminary Budget and option for preparation work sessions as necessary.

Dean Storey, Finance Director, gave an overview of the tentative budget. He reviewed Administration, Parks and Rec, Community Development, Public works, Police, Fire, Transfers and Payments, RDA, Road Utility, Pressure Irrigation, Ambulance, Cemetery, Storm Water and Sanitation, Capital Projects, and Impact Fees.

Mayor Witt explained the truth and taxation process and noted that she would like this to be an annual discussion. She expressed the need for the City to use better processes to become more efficient. Mayor Witt explained that she is in favor of training, public engagement, surveys, public interaction and a Strategic Plan.

The City Council discussed the budget items; personnel, employee retention, operating budgets, capital budgets and reviewed budget books.

**ADJOURNMENT**

Council Member Hansen made a motion to adjourn the meeting, second by Council Member Adams and passed unanimously.

Maria T. Devereux

Maria Devereux/City Recorder

**KAYSVILLE CITY COUNCIL**

Meeting Minutes

May 3, 2018

Meeting Minutes of the May 3rd Kaysville City Council Meeting.

Present: Mayor Witt, Council Member Barber, Council Member Page, Council Member Hansen, Council Member Garn, and Council Member Adams.

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, Chief Sol Oberg, Finance Director Dean Storey, City Attorney Nicholas Mills, Rosemary Lindsay, Robert Lindsay, Eric Martz, Ken Sheffield, Jared Tubbs, Power Dept. Resource Manager Bruce Rigby, Power Dept. Manager Gary Hatch, and Dana Griffin.

## BLOOD ENDOWMENT COMMITTEE MEETING – 6:30 PM

Joshua Johnson, Deputy Director, Davis County Library gave a presentation about the Blood Endowment and requested funds for the 2018 year. The request was for the amount of $50,000 and would be used for E-materials which would provide more of a choice for patrons.

Committee Member Hansen noted that as a library user, is nice to draw upon the resources of the county.

Dean Storey, Finance Director, explained that the Blood Endowment is a perpetual fund and that the income it generates can be utilized.

Committee Member Page a motion to approve the Blood Endowment Fund request of $50,000, second by Committee Member Garn.

The vote on the motion was as follows:

Committee Member Adams, excused
Committee Member Page, Yea
Committee Member Hansen, Yea
Committee Member Garn, Yea
Committee Member Barber, Yea
Committee Chair Witt, Yea

The motion passed unanimously.

The meeting of the Blood Endowment Board adjourned at 6:55 p.m.

**KAYSVILLE CITY COUNCIL MEETING – 7:00 PM**

**OPENING**
An opening prayer was given by Council Member Hansen.

**RECOGNITIONS AND PRESENTATIONS**
Josh Belnap, Public Works Director gave a Public Works Department Report that focused on plans for streets maintenance, storm water and land drain systems, water meter reading, culinary sales and funding for roads, ie., Class C funds, Road Fees, and regulated funds that would go toward the repair of City roads. He explained that the overall goal of the department is a focus on safety first.

**DECLARATION OF ANY CONFLICTS OF INTEREST**
No conflicts were disclosed.

**CONSENT ITEMS**
The Council discussed the Request for Purchase of Transformer Material for Power Department. The purchase of transformer materials are to replace and upgrade inventory.

Council Member Garn made a motion to accept the consent item, Purchase of Transformer Materials for Power Department, second by Council Member Page.

The vote on the motion was as follows:

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

The motion passed unanimously.

WASTE CONTRACT
Council Member Adams recommends the City to take another look at this and include other bids.

Shayne Scott, City Manager, noted that Robinson Waste were willing to keep the same rate and are competitive. He noted that he felt that this is a good way to take advantage of the good service we are receiving.

Dean Storey, Finance Director, recommends extending the contract for another two years.

Council Member Garn made a motion to continue the contract with Robinson Waste for two additional years, second by Council Member Barber.

The vote on the motion was as follows:

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

The motion passed four to one.

WATER METER PURCHASE ORDER

Council Member Barber inquired about the value of the Customer Portal option for $24,000. She explained that it may not provide much functionality for the cost.

Josh Belnap, Public Works Director, explained that the City can integrate this software option at any time.

Council Member Barber made a motion to approve the water meter purchase order with exception of the $24,000 customer portal software, second by Council Member Page.

The vote on the motion was as follows:

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

The motion passed unanimously.

**ACTION ITEMS**

TENTATIVE BUDGET

Shayne Scott, City Manager, recommended adoption of the Tentative Budget for Fiscal Year 2019 and advised that budget changes may happen between now and June 21, 2018.

Council Member Page advised the Council to discuss matters with department heads if they have budgetary questions.

Shayne Scott explained there will be a Public Hearing on June 7th and approval of the budget on June 21st, 2018.

Council Member Page made motion to adopt the tentative budget with a Public Hearing scheduled June 7th, 2018, second by Council Member Barber.

The vote on the motion was as follows:

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

The motion passed 4 to 1.

RESOLUTION 18-4-01 - IPA Project Approval of Alternative Repowering.

Bruce Rigby explained that Kaysville City acquired a portion of the capacity and output of the IPA Project. He noted that two Resolutions were needed for execution and delivery and approval of alternative repowering.

Council Member Page made a motion to adopt Resolution 18-4-01, second by Council Member Barber.

The vote on the motion was as follows:

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

The motion passed unanimously.

RESOLUTION 18-4-02 - IPA Project Approval of the Fifth Amendment to IPA.

Council Member Barber made a motion to adopt Resolution 18-4-02, second by Council Member Page.

The vote on the motion was as follows:

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

The motion passed unanimously.

REZONE OF APPROXIMATELY 4.0 ACRES OF PROPERTY AT 292 WEST BLOOMING GROVE CIRCLE FROM A-1 (LIGHT AGRICULTURE) TO THE R-1-20 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT TO INCLUDE THE PRUD (PLANNED RESIDENTIAL UNIT DEVELOPMENT) OVERLAY ZONE.

Andy Thompson, City Engineer, explained that the rezone and plat approval were sought for the same property. He explained that the applicant desires to subdivide their property as Private Street Subdivision. The subdivision as proposed includes 4 lots, including the existing home on lot 1. Each lot is 20,000 sq. ft. in size or larger. The applicant is requesting the R-1-20 zoning district to accommodate the desired lot size. The PRUD overlay is still necessary to accommodate the private street and location of the existing barn. This subdivision includes a private street providing access to each lot with a new turnaround at the north end.

Council Member Garn made a motion to approve the rezone of approximately 4.0 acres of property at 292 west Blooming Grove Circle from A-1 to the R-1-20 zoning district to include the PRUD overlay zone, second by Council Member Page.

The vote on the motion was as follows:

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

The motion passed unanimously.

PRELIMINARY PLAT APPROVAL FOR BLOOMING GROVE II FIRST AMENDED AT 292 WEST BLOOMING GROVE CIRCLE.

Andy Thompson explained that the purpose of the Planned Residential Unit Development is to encourage a better living environment through greater flexibility of design that is not possible solely through the application of the standard zoning requirements; to encourage diversification in the relationship of residential uses and structures to their sites; to permit a more flexible development of such sites; to preserve meaningful open space, conservation areas, and sensitive lands such as wetlands, steep slopes, and unique vegetation; to preserve character, and assure greater compatibility of new construction with the existing neighborhood; to encourage good neighborhood and housing design by utilizing a variety of dwelling types and site arrangement plans so as to give imagination and variety in the physical pattern of the development. New construction in already developed areas should, to the greatest extent possible, maintain the established mass, scale, height, width, and form of the surrounding buildings.

Council Member Barber made a motion to approve the preliminary plat for the Blooming Grove II first amended at 292 West Blooming Grove Circle, second by Council Member Page.

The vote on the motion was as follows:

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

The motion passed unanimously.

REQUEST TO REZONE 2.0 ACRES OF PROPERTY AT 427 WEST BURTON LANE FROM R-A (RESIDENTIAL AGRICULTURE) TO THE R-1-LD (SINGLE FAMILY LOW DENSITY) ZONING DISTRICT.

Lyle Gibson explained that the subject property on the southwest corner of Burton Lane and Sunset Drive currently consists of 2 homes on 3 lots. The property owners are requesting a rezone to the R-1-LD zoning district for the purpose of creating one more buildable lot. Currently the zoning requires that each lot have ½ an acre of property and at least 100 feet of frontage along a street. The requested R-1-LD zoning allows for lots to be as small as 12,000 sq. ft. in size while still requiring the overall density remain at 2 units per acre. Lots in the R-1-LD zoning district require a lot frontage of 90 feet rather than 100 feet.

Council Member Garn made a motion to approve the rezone 2.0 acres of property at 427 West Burton Lane from R-A (Residential Agriculture) to the R-1-LD (Single Family Low Density) zoning district, second by Council Member Hansen.

The vote on the motion was as follows:

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

The motion passed unanimously.

PRELIMINARY PLAT APPROVAL FOR LINDSAY SUBDIVISION LOCATED AT 427 WEST BURTON.

Lyle Gibson explained that the proposed preliminary plat reflects a subdivision that meets the requirements of the R-1-LD zone where there are 4 total lots on just over 2 acres and each lot is at least 12,000 sq. ft. in size or larger. 3 of the 4 proposed lots are ½ an acre in size or larger. Lot 4 is configured so as to accommodate the existing barn building and allow for a couple of horses per the city's farm animal ordinance.

Council Member Barber made a motion to approve Preliminary plat for the Lindsay Subdivision located at 427 West Burton, second by Council Member Adams.

The vote on the motion was as follows:

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

The motion passed unanimously.

RESOLUTION 18-4-03 INTENT TO CONSIDER A BOUNDARY LINE ADJUSTMENT WITH LAYTON CITY AT APPROXIMATELY 166 WEST MUTTON HOLLOW ROAD.

Lyle Gibson explained that the applicant, Mr. Eric Martz, has been working with Layton City to build on the Layton City side of the boundary. During this process it was determined that in order to meet Layton City's required setbacks that additional property is necessary. The adjustment in consideration would take about 218 sq. ft. of property which is a sliver of property less than 3 feet wide along the shared city boundaries. Removing this property from Kaysville City does not create a violation of Kaysville City Ordinances.

Council Member Page made a motion to adopt Resolution 18-4-03 – The intent to consider a Boundary Line Adjustment with Layton City at approximately 166 West Mutton Hollow Road Second Garn.

The vote on the motion was as follows:

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

The motion passed unanimously.

FINAL PLAT APPROVAL FOR THE PRESERVE SUBDIVISION PHASE 1 LOCATED AT 101 SOUTH

Andy Thompson noted that throughout the past few months this property has been rezoned to the R-1-LD zone and received preliminary plat approval. The first phase has now been submitted for final plat approval. Phase 1 consists of 25 lots on the easterly side of the project. When the preliminary plat was approved by the City Council, there was concern expressed regarding construction access. Based on this concern, Symphony Homes has worked out an agreement with the original property owner to provide a temporary construction access of off Angel Street. This access will be available before any homes begin construction.

Council Member Page made a motion to approve the final plat for The Preserve Subdivision Phase 1 Located at 101 south, second by Council Member Hansen.

Andy Thompson noted that this is the last final plat the will be approved by Council.

The vote on the motion was as follows:

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

The motion passed unanimously.

**WORK ITEMS**

BUDGET DISCUSSION.

Shayne Scott encouraged the Council to ask questions in between meetings and offered to answer questions as needed.

Dean Storey gave an overall budget summary.

Josh Belnap, Public Works Director explained the importance of the purchase of a Salt Shed so the City can be in compliance with storm water regulations.

Mayor Witt encouraged the Council to email her as well with any questions regarding the budget.

**CALL TO THE PUBLIC.**

No public comments.

**COUNCIL MEMBER REPORTS**.

Council Member Barber noted that the City has invited High School students to apply for the Youth Council. She also explained that Public Works Week is May 20-21.

Shayne Scott noted that the Power Dept. received an award for safe and reliable practices. He praised their efforts.

Mayor Witt announced that the Planning Commission may have two vacancies and advised that applications are due by May 22, 2018.

Mayor Witt recognized Carolyn Pierson, most well known for her volunteerism and service to the community. She passed away this week.

**ADJOURNMENT**

Council Member Page made a motion for adjournment at 8:30 pm, second by Council Member Hansen and passed unanimously.

Maria T. Devereux

Maria T Devereux/City Recorder

**KAYSVILLE CITY COUNCIL**

DRAFT Meeting Minutes

May 23, 2018

Meeting Minutes of the May 23rd, 2018 Kaysville City Council Special Meeting.

Present: Mayor Witt, Council Member Barber, Council Member Page, Council Member Hansen, and Council Member Garn.

Excused: Council Member Adams.

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, Chief Sol Oberg, Finance Director Dean Storey, City Attorney Nicholas Mills, and Power Dept. Resource Manager Bruce Rigby, Randi Von Bose and Dean Wall.

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

City Attorney Nic Mills explained the agreement. He explained that the owners, per the agreement, are responsible for power, culinary water, and have additional responsibilities. He outlined the general requirements and rights of the City.

The Council discussed the uses for all properties in the subject area and reviewed the agreement.

Council Member Page made a motion to approve the Agreement for the Annexation and Development of land between Kaysville City and Frost Family Real Estate, LLC., with the condition that final payment must be made prior to development, second by Council Member Garn.

The vote on the motion was as follows:

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

The motion passed four to one.

Council Member Garn made a motion to adjourn at 7:19 pm, second by Council Member Page.

Maria T. Devereux

# City Manager Employment Agreement

This agreement is made and entered into on this 7 day of June, 2018, by and between Kaysville City ("the City") and Shayne Scott ("the Manager");

WHEREAS, the City desires to secure, retain, and continue to employ the services of said Shayne Scott as City Manager of Kaysville City, and it is the desire of the Kaysville City Council ("the Council"), to provide certain benefits, establish certain conditions of employment and to set general working conditions of the Manager;

WHEREAS, it is the desire of the Council to (1) secure and retain the services of the Manager and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by encouraging the Manager's good morale and provide assurances with respect to future security and (3) to provide a just means for terminating the Manager's services at such time as he may be unable to adequately discharge his duties or when the City may otherwise desire to terminate his employ;

WHEREAS, the Manager desires to accept employment as City Manager of Kaysville City.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the City and the Manager agree as follows:

**SECTION 1. DUTIES**

The City hereby agrees to continue to employ Shayne Scott as City Manager to perform the functions and duties specified by existing ordinances, regulations, and this agreement, and to perform other legally permissible and proper duties and functions as the Council requests, and be responsible for managing and directing the day-to-day operations of all City departments. All city employees, including department heads, shall be responsible to the Manager. The Manager shall advise the Mayor and Council on matters of policy, procedure, and business affecting the City.

**SECTION 2. TERMS**

A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Manager at any time, subject only to the provisions set forth in Section 3 of this agreement.

B. Manager agrees to remain in the employ of the City during the term of this agreement and shall neither accept other full-time employment or become employed by any other employer without the prior written approval of the governing body until notice of resignation is given. The foregoing shall not be construed to include occasional teaching, writing, consulting, or personal business affairs not in conflict with employment with the City, performed on time off, provided that the performance of any of these activities in no way interferes with the proper performance of the duties as City Manager.

C. The term of this agreement shall be in effect for a period of four (4) years commencing July 1, 2018 and ending June 30, 2022. The City may, by action of the Council, and with the consent and approval of the Manager, extend the term of this Agreement. This contract expressly rejects any other agreements between the parties to enter into an employment contract that contains an automatic renewal provision with the manager.

D. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his position with the City, provided Manager gives the City at least thirty (30) days written notice of his intent to resign.

**SECTION 3. TERMINATION AND SEVERANCE PAY**

A. In the event the Manager retires or leaves his position with the City, giving at least thirty (30) days written notice of intent, he shall receive a cash payout of 100% of his unpaid, earned vacation leave and any other separation payout afforded to other Kaysville City Employees at the time of separation.

B. In the case the Manager is terminated by the Council, the City agrees to pay the Manager the following as a severance package: a lump sum cash payment, or a continuation of salary on the existing basis, equal to six (6) months base salary; together with 100% of his unused earned vacation leave and any other separation payout afforded to other Kaysville City Employees at the time of separation, and full benefits as enumerated in this agreement, including health insurance, for a period of six (6) months following his termination.

C. The City Manager shall not be removed during the first 120 days following any change in membership of the City Council, except upon four fifths vote of the City Council and the vote of the Mayor.

D. In the event that the Manager is terminated because of criminal conviction involving moral turpitude or criminal conviction involving serious misconduct, which in the opinion of the Council severely interferes with the efficient or effective performance of assigned duties; in that event, the City may terminate the Manager without the obligation to pay the severance package as set forth above.

E. In the event the City, at any time during the term of this agreement, reduces the salary of the Manager from its then current year level, except as part of an across-the-board reduction for all department heads of the City, or in the event the City refuses, following written notice, to extend the Manager any non-salary benefit provided for in this agreement or customarily available to all department heads, or in the event that the Manager resigns following a request by the City Council that he resign, then, in those events, the Manager, at his option, be deemed to be terminated at the date of such reduction or such refusal to extend or such request of resignation.

F. In the event the Council fails to budget for the salary of the Manager as payable under this agreement, thereby making it impossible to make payment hereunder, that act shall be considered a termination of this agreement and the severance pay set forth above shall be paid by the City.

G. In the event the City changes its ordinances or regulations or otherwise changes to a form of government wherein the position of City Manager is eliminated and the City cannot perform its obligations pursuant to this agreement, that action shall be considered a termination of the Manager and the severance pay set forth above shall be paid by the City.

**SECTION 4. DISABILITY TERMINATION**

If the manager is permanently disabled or otherwise unable to perform his duties because of a non-work-related sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued leave, or for twenty (20) working days over a thirty (30) work-day period, the City shall have the option to terminate this agreement, subject to the severance package requirements of Section 3(A)(5) herein.

**SECTION 5. SALARY AND BENEFITS**

A. The City agrees to pay the Manager for his services rendered pursuant hereto an annual base salary of $129,064 per year equal to Step 9.5 on the Kaysville City Manager Step and Grade system, commencing July 1, 2018, payable in installments at the same time as other employees of the City are paid. At any time while the Manager is employed for the City, the City and the Manager may, by mutual written agreement, change the terms of the base salary or any other provisions of this agreement. The Mayor and the Council will review the performance of the manager annually. Kaysville City Manager will be eligible for regular COLA or MERIT increases made available to all other Kaysville City Employees.

B. The Manager, in addition to his base salary, will receive Four-hundred fifty ($450) dollars per month for a vehicle allowance, intended to cover travel within Davis County on behalf of the City. All travel by the manager outside of Davis County, on behalf of the City, will be reimbursed according to approved City policy.

C. The Manager shall receive additional benefits on the same basis as other management employees unless otherwise specified in this document or budgeted. These benefits shall include, but not be limited to: Social Security contributions, retirement contributions, health and life insurance benefits, vacation and sick leave benefits, military duty benefits, and generally such other benefits including merit increases, and pay considerations given in lieu of salary. The basic monthly cost of benefits for the Manager and family, including health, life insurance, disability, accidental death & dismemberment, shall be paid by the City on the same basis as other benefitted employees unless otherwise designated in this agreement. Any cost incurred beyond basic benefit shall be the responsibility of the Manager, and shall be deducted from his paycheck unless otherwise noted.

D. The Manager shall receive one-hundred and sixty (160) hours of vacation leave per year.

E. The Manager will be paid $100 each month as a mobile phone allowance in lieu of city purchasing and supplying the manager with a cell phone. The Manager will be obligated under the same rules and guidelines as he would if he were using a city owned cell phone including being available, appropriate use according to Kaysville City policies.

**SECTION 6. PERFORMANCE EVALUATION**

A. The Mayor shall establish a process to review and evaluate the performance of the Manager at least once annually during the first half of the calendar year. The evaluation shall be generally the same standard evaluation as given to all other employees. Further, the Mayor shall include the Council as either an active party to the Evaluation or with a summary of the evaluation once concluded.

B. Annually, the Council and the Manager in the budget process shall define such goals and performance objectives which they determine necessary for the proper operation of the City. The attainment of the Council's policy objectives shall establish a relative priority among those various goals and objectives. The goals should be realistically attainable within the time limitations as specified and as budgeted by the Council in the annual operating and capital budgets and appropriations.

**SECTION 7. PROFESSIONAL STATUS**

A. The Manager shall be involved with organizations which will increase his professional skills and permit him to maintain a current understanding of managerial activities. The City shall pay for the Manager's membership, attendance, and travel to and from the International City Management Association (ICMA) and the Utah City Managers Association (UCMA) annual conferences. It is anticipated that the City Manager shall attend the annual meetings of both ICMA and UCMA, unless reasonable conflicts prohibit attendance. The City shall also pay for the Manager's travel to the various UCMA conferences and business meetings throughout the year. In addition, it is anticipated that certain seminars and training and educational programs may be desirable and in that event are encouraged activities of the Manager with payment to be made by the City as approved in each annual budget.
    a. In the event that the Manager is unable to attend the conference meeting, he shall inform the Kaysville City Mayor and supply her with his rationale and conflicts for not attending.

B. It is also anticipated that the Manager will be involved in certain promotional activities providing business lunches and entertainment which are intended to be for the direct benefit of the City and should be paid for by the City. The Manager should submit these anticipated expenses of the City for the above-named approved activities to the Council during the annual budgetary process.

C. The City acknowledges the value of having the Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the City shall pay for the membership fees and/or dues to enable the Manager to become an active member in local civic clubs or organizations.

**SECTION 8. INDEMNIFICATION**

The City shall defend, save harmless and indemnify the Manager, including the cost of counsel against any tort, professional liability claim or demand or other legal action, claim or claims, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Manager's duties as Manager within the scope of employment. The City will defend, compromise or settle any such claim or suit and pay any judgment rendered thereon on behalf of the Manager or his estate or heirs.

**SECTION 9. BONDING**

The City shall pay the cost of a fidelity bond or other bonds required of the Manager or deemed advisable to obtain.

**SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. The Council, in consultation with the Manager, may fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, city ordinance or state or federal law.

B. The Council recognizes that the Manager is required to work and perform on behalf of the City other than on an "eight-to-five" basis. As City Manager, he is subject to call at any time, is required to attend night meetings, and is required to participate in various other activities that benefit the City, often working long hours and at times that are not typically considered normal working hours. The Council expects Shayne Scott to manage his schedule and working hours using good professional judgment in establishing flexible working hours.

C. As a requirement of this agreement, the Manager agrees to reside within one-half hour travel time of the City.

**SECTION 11. NOTICES**

Notices pursuant to this agreement shall be given by personal delivery or by sending an email with a delivery receiptas follows:

The City: Kaysville City Mayor and Council
mailbox@kaysvillecity.com

The Manager: Shayne Scott
sscott@kaysvillecity.com

Notice shall be deemed given as of the date of personal delivery or as of the date that the email was received. In the event either party changes addresses, notification of the other party of the changed address shall be given in accordance with this section.

**SECTION 12. GENERAL PROVISIONS**

The text herein shall constitute the entire agreement between the parties and any changes shall be reduced to writing and agreed upon by both parties.

This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Manager. This agreement shall become effective commencing immediately upon signing by both parties.

If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

In the event of default under the terms of this agreement, the defaulting party agrees to pay all costs of enforcement, including a reasonable attorney’s fee.

IN WITNESS WHEREOF, the City of Kaysville has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Recorder, and the Manager has signed and executed this agreement, both in duplicate, the day and year first written above.

____________________________
Shayne Scott, City Manager

_______________________________
Katie Witt, Mayor

ATTEST: ____________________________
Maria Devereux, City Recorder

**KAYSVILLE CITY PLANNING COMMISSION**

**APPOINTMENTS**

Mayor Witt is has decided to reappoint **Josh Sundloff** for a three-year term, and to appoint **Wilf Sommerkorn** for a three-year term, per Ordinance 17-4-3 (2).

Katie Witt
Mayor, Kaysville City

RESOLUTION NO. 18-6-05

A RESOLUTION ADOPTING THE KAYSVILLE CITY MODIFIED TENTATIVE BUDGETS FOR FISCAL YEAR 2019 AND THE ADOPTION OF A KAYSVILLE CITY CONSOLIDATED FEE SCHEDULE

WHEREAS, the Kaysville City Council, after giving due notice required by statute, has held public hearings and given notice as required on the budgets and now desires to adopt A Modified Tentative Budget for the Fiscal Year 2019 and adopt a Consolidated Fee Schedule as part of said budget:

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

1. The City Council hereby adopts A Modified Tentative Budget for the Fiscal Year 2019 with a Consolidated Fee Schedule with an effective date of July 1, 2018.

2. The effective date of this ordinance shall be June 21, 2018.

APPROVED and ADOPTED this 21st day of June 2018.

____________________________
Katie Witt
Mayor

ATTEST:

____________________________
Maria Devereux
City Recorder

**KAYSVILLE CITY**
**FISCAL YEAR 2019**
**BUDGET SUMMARY**
**Tentative Modified**

## GENERAL FUND

| | |
|---|---|
| Taxes | $9,945,000 |
| Licenses | $505,000 |
| Intergovernmental | $1,521,500 |
| Service Charges | $2,494,800 |
| Community Events | $62,700 |
| Fines | $126,000 |
| Miscellaneous | $91,197 |
| Transfers & Reserves | $1,310,000 |
| | $16,056,197 |

| | | |
|---|---|---|
| **Administration** | | $2,420,760 |
| Council | $121,100 | |
| Manager | $205,000 | |
| Administrative Services | $896,000 | |
| Legal Services | $173,850 | |
| Elections | $0 | |
| Fleet Maintenance | $291,600 | |
| Information Systems | $598,210 | |
| Animal Control | $60,000 | |
| Vehicle Replacement | $75,000 | |
| **Parks, Recreation & Public Properties** | | $2,458,950 |
| Buildings | $200,500 | |
| Parks | $896,500 | |
| Cemetery | $243,800 | |
| Recreation | $923,400 | |
| Community Events | $194,750 | |
| **Community Development** | | $882,900 |
| Planning & Zoning | $350,900 | |
| Code Enforcement | $532,000 | |
| **Public Works** | | $1,120,300 |
| C-Road | $0 | |
| Public Works | $1,120,300 | |
| **Police** | | $4,356,792 |
| **Fire** | | $1,053,495 |
| **Non-Departmental** | | $410,000 |
| **Transfers & Fund Balance** | | $3,353,000 |
| | | $16,056,197 |

Kaysville City

# KAYSVILLE CITY
# FISCAL YEAR 2019
# BUDGET SUMMARY
**Tentative Modified**

## REDEVELOPMENT SPECIAL REVENUE FUND

| | | | | | |
|---|---|---|---|---|---|
| Property Tax (Tax Increment) | $ | 135,000 | General Administration | $ | 25,000 |
| General Fund Revenues-Transfer | $ | - | Project 2- Flint Street Area | $ | - |
| Fund Balance | $ | - | Loan Payment | $ | 110,000 |
| | $ | 135,000 | | $ | 135,000 |

## MUNICIPAL BUILDING AUTHORITY

| | | | | | |
|---|---|---|---|---|---|
| General Fund Revenues-Transfer | $ | 390,000 | MBA Debt Service | $ | 390,000 |

## DEBT SERVICE FUND

| | | | | | |
|---|---|---|---|---|---|
| General Fund Revenues-Transfer | $ | 188,000 | Fire Dept Debt | $ | 170,000 |
| Transfer- Impact Fees (CPF) | $ | 208,000 | Parks Department | $ | 18,000 |
| | | | Pioneer Park Debt Service | $ | 208,000 |
| | $ | 396,000 | | $ | 396,000 |

## CAPITAL PROJECTS FUND

| | | | | | |
|---|---|---|---|---|---|
| Bonds Proceeds | $ | - | Council Direction | $ | 205,000 |
| Park Impact Fees | $ | 328,000 | BridgeRepair | $ | 900,000 |
| General Fund Revenues-Transfer | $ | 205,000 | Pinoeer Park Debt Payment Transfer | $ | 208,000 |
| Contributons/ Settlement | $ | 900,000 | Pioneer Park | $ | 120,000 |
| | $ | 1,433,000 | | $ | 1,433,000 |

Kaysville City

# KAYSVILLE CITY
# FISCAL YEAR 2019
# BUDGET SUMMARY
### Tentative Modified

## ENTERPRISE FUNDS

### Water Fund

| | | | | | |
|---|---|---|---|---|---|
| Water Sales | $ 2,930,000 | Personnel | $ 849,800 |
| Connection Fees | $ 45,000 | Operations & Maintenance | $ 1,054,200 |
| Miscellaneous | $ 5,000 | Capital | $ 2,276,000 |
| Interfund Utilities | $ 40,000 | Interfund Utilities | $ 40,000 |
| Retained Earnings | $ 1,200,000 | Other | $ - |
| | $ 4,220,000 | | $ 4,220,000 |

### Sewer Fund

| | | | |
|---|---|---|---|
| Service Charges | $ 2,272,000 | Personnel | $ 6,000 |
| Interfund Utilities | $ 5,000 | Operations & Maintenance | $ 2,266,000 |
| Retained Earnings | $ - | Capital | $ - |
| | | Interfund Utilities | $ 5,000 |
| | | Other | $ - |
| | $ 2,277,000 | | $ 2,277,000 |

### Power Fund

| | | | |
|---|---|---|---|
| Power Sales | $ 14,910,000 | Personnel | $ 2,086,400 |
| Reconnection Fees | $ 81,000 | Operations & Maintenance | $ 2,486,600 |
| Miscellaneous | $ 65,000 | Power Purchases | $ 9,840,000 |
| Interest Earnings | $ 50,000 | Capital | $ 2,843,000 |
| Extension Fees | $ 500,000 | Other | $ - |
| Interfund Utilities | $ 200,000 | Interfund Utilities | $ 200,000 |
| Retained Earnings | $ 1,650,000 | | |
| | $ 17,456,000 | | $ 17,456,000 |

KAYSVILLE CITY
FISCAL YEAR 2019
BUDGET SUMMARY
Tentative Modified

**Pressure Irrigation Fund**

| | | | | | |
|---|---|---|---|---|---|
| Secondary Water Fees | $ | 1,245,000 | Personnel | $ | 3,250 |
| Interfund Utilities | $ | - | Operations & Maintenance | $ | 1,241,750 |
| | | | Capital | $ | - |
| | | | Other | $ | - |
| | $ | 1,245,000 | | $ | 1,245,000 |

**Sanitation Fund**

| | | | | | |
|---|---|---|---|---|---|
| Sanitation Fees | $ | 1,940,000 | Personnel | $ | 37,500 |
| Interfund Utilities | $ | 11,600 | Operations & Maintenance | $ | 1,846,500 |
| | | | Capital | $ | 56,000 |
| | | | Inerfund Utilities | $ | 11,600 |
| | | | Other | $ | - |
| | $ | 1,951,600 | | $ | 1,951,600 |

**Storm Water Fund**

| | | | | | |
|---|---|---|---|---|---|
| Storm Water Fees | $ | 1,150,000 | Personnel | $ | 592,100 |
| Interfund Utilities | $ | 26,800 | Operations & Maintenance | $ | 293,400 |
| Retained Earnings | $ | 400,000 | Interfund Services | $ | 26,800 |
| | | | Capital | $ | 664,500 |
| | $ | 1,576,800 | | $ | 1,576,800 |

**Road Utility Fund**

| | | | | | |
|---|---|---|---|---|---|
| Road Utility Fee | $ | 1,050,000 | Personnel | $ | - |
| Interfund Utilities | $ | - | Operations & Maintenance | $ | - |
| Transfers | $ | 2,700,000 | Interfund Services | $ | 65,000 |
| | | | Capital | $ | 3,685,000 |
| | $ | 3,750,000 | | $ | 3,750,000 |

Kaysville City

# KAYSVILLE CITY
# FISCAL YEAR 2019
# BUDGET SUMMARY
### Tentative Modified

**Ambulance Services Fund**

| | | | | | |
|---|---|---|---|---|---|
| Ambulance Fees | $ | 575,000 | Personnel | $ | 537,104 |
| Transfers | $ | 260,000 | Operations & Maintenance | $ | 178,396 |
| Grants | $ | 4,500 | Capital | $ | 124,000 |
| | $ | 839,500 | | $ | 839,500 |

# KAYSVILLE CITY
# FISCAL YEAR 2019
# BUDGET SUMMARY
**Tentative Modified**

## PERMANENT FUNDS

Cemetery Perpetual Care

| | | | | | |
|---|---|---|---|---|---|
| Perpetual Care Fees | $ | 50,000 | Expenditures | $ | 40,000 |
| Interest Earnings | $ | - | Fund Balance | $ | 10,000 |
| | $ | 50,000 | | $ | 50,000 |

Library Endowment Fund

| | | | | | |
|---|---|---|---|---|---|
| Charges for Services | $ | - | Expenditures | $ | - |
| Interest Earnings | $ | 3,500 | Fund Balance | $ | 3,500 |
| | $ | 3,500 | | $ | 3,500 |

**21-Jun-18**

FY 2019 Budget Modifications to Tentative Budget

| | | General Ledger # | Fund | Description | Expenditure | Revenue | |
|---|---|---|---|---|---|---|---|
| 1 | **Salt Storage Building** | | | | | | |
| | | 10-39-990 | General | Fund Balance | | $110,000.00 | |
| | | 51-38-700 | Water | Retained Equity | | $70,000.00 | |
| | | 56-38-700 | Storm | Retained Equity | | $40,000.00 | |
| | | | | | | $220,000.00 | |
| | | 10-66-750 | General | Salt Storage Building | $110,000.00 | | |
| | | 51-40-758 | Water | Salt Storage Building | $70,000.00 | | |
| | | 56-40-758 | Storm | Salt Storage Building | $40,000.00 | | |
| | | | | | $220,000.00 | | |
| 2 | **Fire Department** | | | | | | |
| | Add: Uniform Allowance | 10-31-300 | General | Property Tax Revenue | | $15,000.00 | Additional New Growth Over Projection |
| | Thermal Imaging Cameras | 10-38-900 | General | Sundry Revenues | | $13,000.00 | |
| | | | | | | $28,000.00 | |
| | | 10-57-130 | General | Benefits | $10,000.00 | | |
| | | 10-57-740 | General | Capital Outlay - Equipment | $18,000.00 | | |
| | | | | | $28,000.00 | | |
| 3 | **Certifed Tax Rate** | 10-31-110 | General | Property Taxes | | $205,000.00 | |
| | **Truth in Taxation** | 10-90-021 | General | Transfer to Capital Projects Fund | $205,000.00 | | |
| | | 45-31-100 | Capital | Transfer from General Fund | | $205,000.00 | |
| | | 45-51-100 | Capital | Special Projects - Council Direction | $205,000.00 | | |

# STAFF REPORT

**COUNCIL MEETING DATE: June 21, 2018**
**ITEM NO.:**

**TYPE OF ITEM: Action**
**PRESENTED BY: Nic Mills**

**SUBJECT/AGENDA TITLE: Authorizing the Acquisition of a Temporary Construction Easement From Brett and Rebecca Bass**

## EXECUTIVE SUMMARY:

This item is a resolution authorizing the City to acquire a Temporary Construction Easement from Brett and Rebecca Bass. Brett and Rebecca Bass own property on Angel Street. City Staff has negotiated with the property owners to acquire a Temporary Construction Easement that would allow the City to install Curb, Gutter, Sidewalk, and various other improvements along the frontage of the Bass property.

Council Options: Alternatives are to 1) Adopt the accompanying Resolution authorizing the acquisition of the Temporary Construction Easement; 2) Adopt the Resolution with any amendments the Council deems appropriate; or 3) Not adopt the Resolution and remand to Staff with directions.

Recommended Options: Adopt the accompanying Resolution authorizing the acquisition of the Temporary Construction Easement

Fiscal Impact & Fund Source for Recommended Action: $25,798 from the Storm Water Fund

Attachments: Resolution, Improvements Installation Agreement, Temporary Construction Easement

**RESOLUTION 18-6-06**

**A RESOLUTION AUTHORIZING THE ACQUISITION OF A TEMPORARY CONSTRUCTION EASEMENT FROM BRETT AND REBECCA BASS FOR THE INSTALLATION OF IMPROVEMENTS AT APPROXIMATELY 711 SOUTH ANGEL STREET**

**WHEREAS,** the City has a desire to install curb, gutter, and sidewalk on the easterly side of Angel Street; and

**WHEREAS,** both Kaysville City and Brett and Rebecca Bass have agreed to the sale and acquisition of a Temporary Construction Easement, and

**WHEREAS,** Kaysville City intends to pay $25,798 for this Temporary Construction Easement; and

**WHEREAS,** the Easement document contains the terms and conditions regarding construction of these proposed improvements; and

**WHEREAS,** Pacificorp has signed the attached Improvement Installation Agreement and Easement document.

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

1. That the Temporary Construction Easement which is attached hereto and incorporated herein by this reference, be accepted.

2. That the City Manager be authorized to execute the Easement and Agreement for the closing of this transaction

**PASSED AND ADOPTED** by the City Council of Kaysville, Utah, this **21st day of June, 2018.**

____________________________________
Katie Witt, Mayor

ATTEST:

____________________________________
Maria Devereux, City Recorder

# IMPROVEMENTS INSTALLATION AGREEMENT

**Purchaser:** Kaysville City Corporation, a municipal corporation
23 East Center Street
Kaysville, Utah 84037

**Seller:** Brett Van Bass and Rebecca Bass
711 South Angel Street
Kaysville, UT 84037

The parcel of real property that is the subject of this Agreement is situated in Kaysville City, Davis County, State of Utah and is located at 711 South Angel Street, in Kaysville City, Utah.

WHEREAS, Kaysville City (hereinafter "CITY") proposes to install curb, gutter, sidewalk, and various other improvements along this portion of Angel Street in an effort to improve traffic circulation, maintenance, and pedestrian safety; and

WHEREAS, Brett and Rebecca Bass, (hereinafter "SELLER"), own property that is adjacent to the improvements and will be directly and beneficially affected by the improvements.

WHEREAS, SELLER desires to allow City to remove the vegetation, water-way, install the above-noted improvements; and

WHEREAS, SELLER agrees to grant to City a temporary construction easement as illustrated in Exhibit A which will temporarily occupy a portion of SELLER'S property for the uses specified.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase:** SELLER agrees to sell and the CITY agrees to purchase a temporary construction easement located at approximately 711 Angel Street, Kaysville City, Davis County, State of Utah. The easement is attached as Exhibit "A" and incorporated by this reference.

2. **Compensation:** The purchase price of the above-described easement shall be Twenty-Five Thousand Seven Hundred Ninety Eight Dollars ($25,798). This payment will be made in one lump-sum within 90 days of this agreement's approval by the Kaysville City Council.

3. **Deed Provision:** A temporary construction easement shall be made out to the purchaser with title vested as follows: KAYSVILLE CITY CORPORATION

4. **Ingress and Egress:** SELLER agrees that the city may access and traverse the front-yard portion of their property. CITY's access will be only to the extent necessary to complete the project. CITY agrees that any Ingress or Egress across the

property will be as minimal as is reasonably necessary to complete the project.

5. **Berm Installation:** CITY shall install a berm between the sidewalk and the SELLER's home upon which SELLER can plant trees and shrubbery. The berm shall not exceed three foot high.

6. **Default:** If CITY refuses to proceed with the transaction and complete the contract according to its terms and condition, SELLER shall recover any actual damage done to the real property. The acceptance thereof by SELLER under this clause shall abdicate and obviate the right of SELLER to further pursue and enforce this contract and to seek and recover further damages, if any, on account of such failure.

7. **Attorney's Fees:** If either party fails to comply with the terms of this agreement, said party shall pay all expenses of enforcing the agreement, or any right arising out of the breach thereof, including reasonable attorney's fees.

8. **Entire Agreement:** The terms of this agreement constitute the entire preliminary contract between the parties, and any modifications must be in writing and signed by both parties.

9. **Successors and Assigns:** This Agreement is binding upon all heirs, purchasers, and any other current and subsequent holders or owners of interest in the subject property, and Seller shall provide the necessary disclosure of this Agreement to said parties.

This is a legally binding document. If not understood, seek competent advice.

DATED this _____ day of ____________________, 20____.

**SELLER**

____________________________________
Brett Van Bass

____________________________________
Date

____________________________________
Rebecca Bass

____________________________________
Date

STATE OF UTAH )

: ss.
COUNTY OF DAVIS )

On this______ day of__________________, 20 __, personally appeared before me Brett and Rebecca Bass who being by me duly sworn did say that they are the legal property owner of record of the property subject to this Improvements Installation Agreement.

_______________________________________________
NOTARY PUBLIC

**KAYSVILLE CITY CORPORATION**

__________________________________
Shayne Scott, City Manager

ATTEST:

__________________________________
Maria Devereux, City Recorder

STATE OF UTAH )
: ss.
COUNTY OF DAVIS )

On this ______ day of __________________, 20___, personally appeared before me Shayne Scott, who being duly sworn, did say that he is the City Manager of KAYSVILLE CITY, a municipal corporation of the State of Utah, and that the foregoing Improvements Installation Agreement was signed in his capacity as land use authority.

__________________________________
Notary Public

**EXHIBIT "A"**

# KAYSVILLE CITY
# TEMPORARY CONSTRUCTION EASEMENT

For the sum of Twenty-Five Thousand Seven Hundred Ninety Eight Dollars ($25,798.00) and sufficiency of which is hereby acknowledged, the undersigned GRANTOR hereby grants, conveys, sells, and sets over unto Kaysville City Corporation, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a Temporary Construction Easement over and through a parcel of the GRANTOR'S land. The Temporary Construction Easement is located in Kaysville City, State of Utah, and is fully described as follows:

**That portion of parcel 08-011-0034 adjacent to Angel Street and within 50 feet of the westerly property line.**

It is understood and agreed, that at such time immediately after the Grantee removes the water-way adjacent to Angel Street and installs curb, gutter, sidewalk, and various associated improvements as the Grantee deems beneficial and necessary, this Temporary Construction Easement shall terminate.

GRANTOR warrants that it and no one else holds title to the above described property and that it has authority to grant said easement Kaysville City.

GRANTOR shall not build or construct or permit to be built or constructed, any building or other improvement over or across said Temporary Easement nor change the contour thereof without the written consent of GRANTEE. This Temporary Construction Easement grant shall be binding upon and inure to the benefit of the successors and assigns of GRANTOR and the successors and assigns of GRANTEE.

GRANTEE shall enjoy a temporary easement to construct, reconstruct, repair, replace, operate, and maintain sanitary sewer, land drain, storm drain, and other public utility services.

By accepting this Temporary Construction Easement, GRANTEE hereby agrees to indemnify, save and hold GRANTOR harmless against any loss or damage to property or any injury to or death of any person and any and all other claims whatsoever resulting from the exercise by GRANTEE, or its employees, agents, contractors, successors and assigns, of the rights or obligations hereunder.

**[Signature page to follow]**

IN WITNESS WHEREOF, the GRANTOR has executed this Temporary Construction Easement this ____ day of ___________, 20___.

**GRANTOR:**

By:_________________________________

Title: ______________________________
(Signature must be notarized on following pages)

**KAYSVILLE CITY ACCEPTANCE:**

_____________________________________
Shayne Scott, City Manager

**ATTEST:**

_____________________________________
Maria Devereux, City Recorder

# NOTARY

**(Complete only if signing as an Individual)**

STATE OF ____________________)
:ss
COUNTY OF __________________)

On this ________ day of ________________, 20____, personally appeared before me _________________________, the signer(s) of the foregoing ______________________________________________________ who duly acknowledged to me that he/she/they executed the same.

_____________________________________________
NOTARY PUBLIC

*****************************************************************************************************

**(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 the foregoing ___________________________________________ 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****

# STAFF REPORT

**COUNCIL MEETING DATE:** **June 21, 2018**
**ITEM NO.:** **7b**

**TYPE OF ITEM:** **Work**
**PRESENTED BY:** **Shayne Scott, City Manager/Dennis Lyon**

**SUBJECT/AGENDA TITLE:** **Service Line Warranty Program**

## EXECUTIVE SUMMARY:

As part of ongoing discussions with the National League of Cities (NLC), Kaysville City has been introduced to a Service Line Insurance or Warranty Program. This program is free to the city and allows residents to insure the water service lines that are used to deliver city water service but are not the responsibility of the City to repair if they leak or are damaged.

This program would allow residents to insure these lines against damage. Program operators would receive a customer database from Kaysville City and then would solicit interested customers via mailers. Kaysville City would support this Program through information but the actual application of the program would not be done by City staff but by the Service Line Warranty Program Administrators.

Kaysville City Staff is recommending a discussion about this opportunity and if acceptable, would encourage this be an Action item at our next Council meeting. Staff further believes this could be a benefit to City residents when an unforeseen occurrence happens to a water line that is on the customer side of the meter and is not the responsibility of the City to repair.

**Council Options:** Move this item to the next Council meeting as an Action item.
Keep this item as a Work item on the next Council meeting.
Decline to discuss this item further due to lack of interest.

**Recommendation:** At this time Staff recommends moving this item to the next Council meeting as an Action item.

**Fiscal Impact & Fund Source for Recommended Action:** This project should have no direct fiscal impact on Kaysville City.

**Attachments:** Service Line Warranty Program Agreement

# MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of ___________, 20__ ("**Effective Date**"), by and between the City of Kaysville, Utah ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ('**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

**RECITALS:**

**WHEREAS,** sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Residential Property Owner**"); and

**WHEREAS,** City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a '**Product**" and collectively, the "**Products**"); and

**WHEREAS,** Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **<u>Purpose.</u>** City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.

2. **<u>Grant of License.</u>** City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.

3. **<u>Term.</u>** The term of this Agreement ("**Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("**Renewal Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this

Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.**
A. As consideration for such license, Company will pay to City a License Fee as set forth in Exhibit A ("**License Fee**") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:
ATTN: Mayor Katie Witt
City of Kaysville
23 East Center
Kaysville, UT 84037
Phone: (801) 546-1235

**To:** Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (866) 974-4801

7. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

8. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City, such consent not to be unreasonably withheld.

9. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

10. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Utah. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

11. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement on the day and year first written above.

**CITY OF KAYSVILLE**

______________________________

Name:

Title:

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

______________________________

Name: Michael Backus

Title: Chief Sales Officer

**Exhibit A**
NLC Service Line Warranty Program
City of Kaysville
Term Sheet
April 19, 2018

I. Initial Term. Three years

II. License Fee. $0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

a. City logo on letterhead, advertising, billing, and marketing materials
b. Signature by City official

III. Products.

a. External water service line warranty (initially, $5.75 per month)
b. External sewer/septic line warranty (initially, $7.75 per month)
c. Interior plumbing and drainage warranty (initially, $9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed $.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

a. External water service line warranty:
- Homeowner responsibility: From the meter and/or curb box to the external wall of the home.
- Covers thawing of frozen external water lines.
- Covers well service lines if applicable.

b. External sewer/septic line warranty:
- Homeowner responsibility: From the exit point of the home to the main.
- Covers septic lines if applicable.

c. Interior plumbing and drainage warranty:
- Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage warranty Product via in-bound channels only.