



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular City Council meeting on Thursday, July 19, 2018 starting at 6:30 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

COMMUNITY PRESENTATION– 6:30 p.m.

1. Housing Gap Coalition.

CITY COUNCIL MEETING - 7:00pm

The agenda shall be as follows:

1. Opening – Council Member Jake Garn
2. Recognitions and Presentations
 - a. Fire Department Report - Chief Paul Erickson (15 minutes)
3. Declaration of any Conflicts of Interest.
4. Consent Items
 - a. Appointment of Planning Commission Member.
 - b. Vacuum Truck Purchase.
 - c. Mini Excavator Purchase.
 - d. Acceptance and Award of USU Botanical Center Trail Improvements Bid.
5. Action Items
 - a. Rezone of 3.3 acres of property at 1020 and 1034 West Smith Lane from A-1 (Light Agriculture) to R-1 LD (Single Family Low Density) zoning district.
 - b. Adoption of a Resolution Authorizing Users to Access the Utah State Treasurer's Public Investment Fund Accounts.
 - c. Service Line Warranty Program Agreement.
6. Work Items:
 - a. Schick Farms Open Space Agreement Discussion.
 - b. Parking Passes around Davis High School Discussion.
 - c. Potential Land Lease with Rock Structures Discussion.
7. Council Member Reports.
8. Calendar.
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 have emailed copies to media representatives on July 13, 2018.

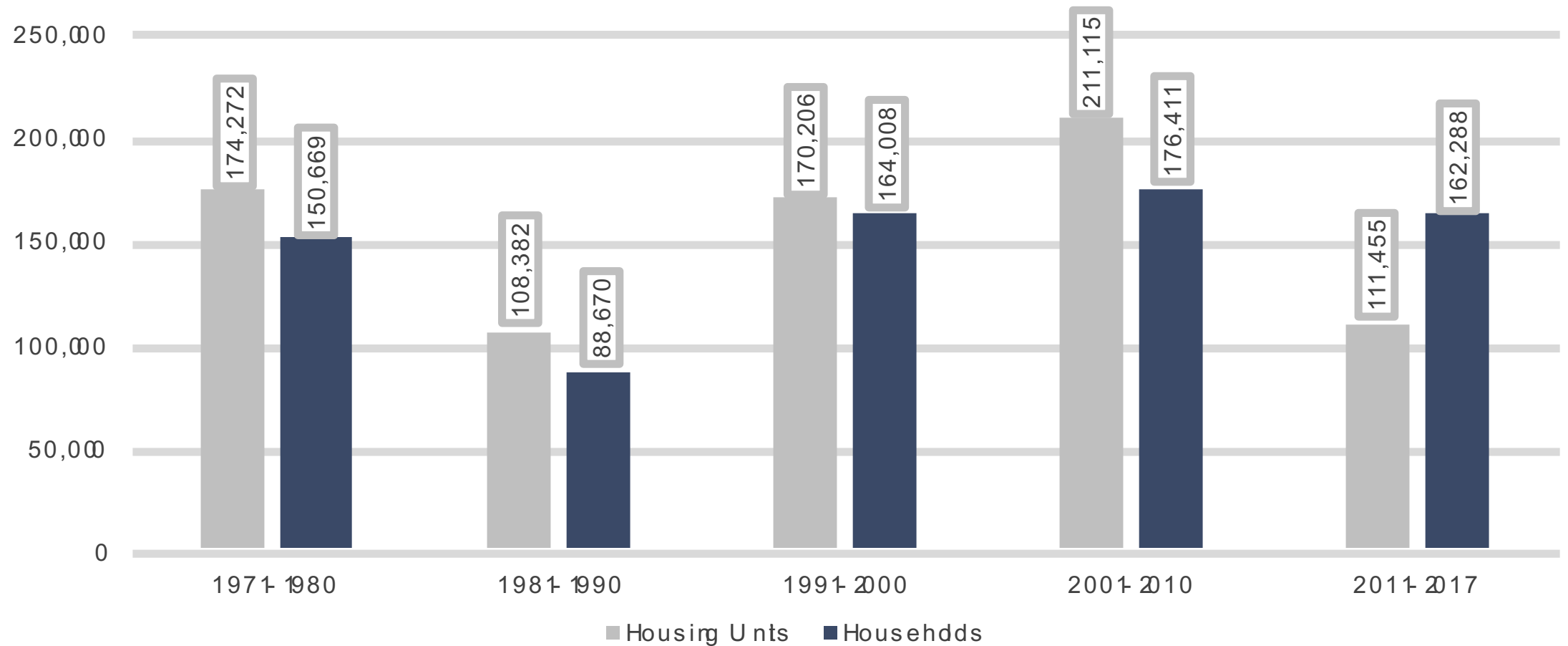
Maria T. Devereux, City Recorder



KAYSVILLE CITY

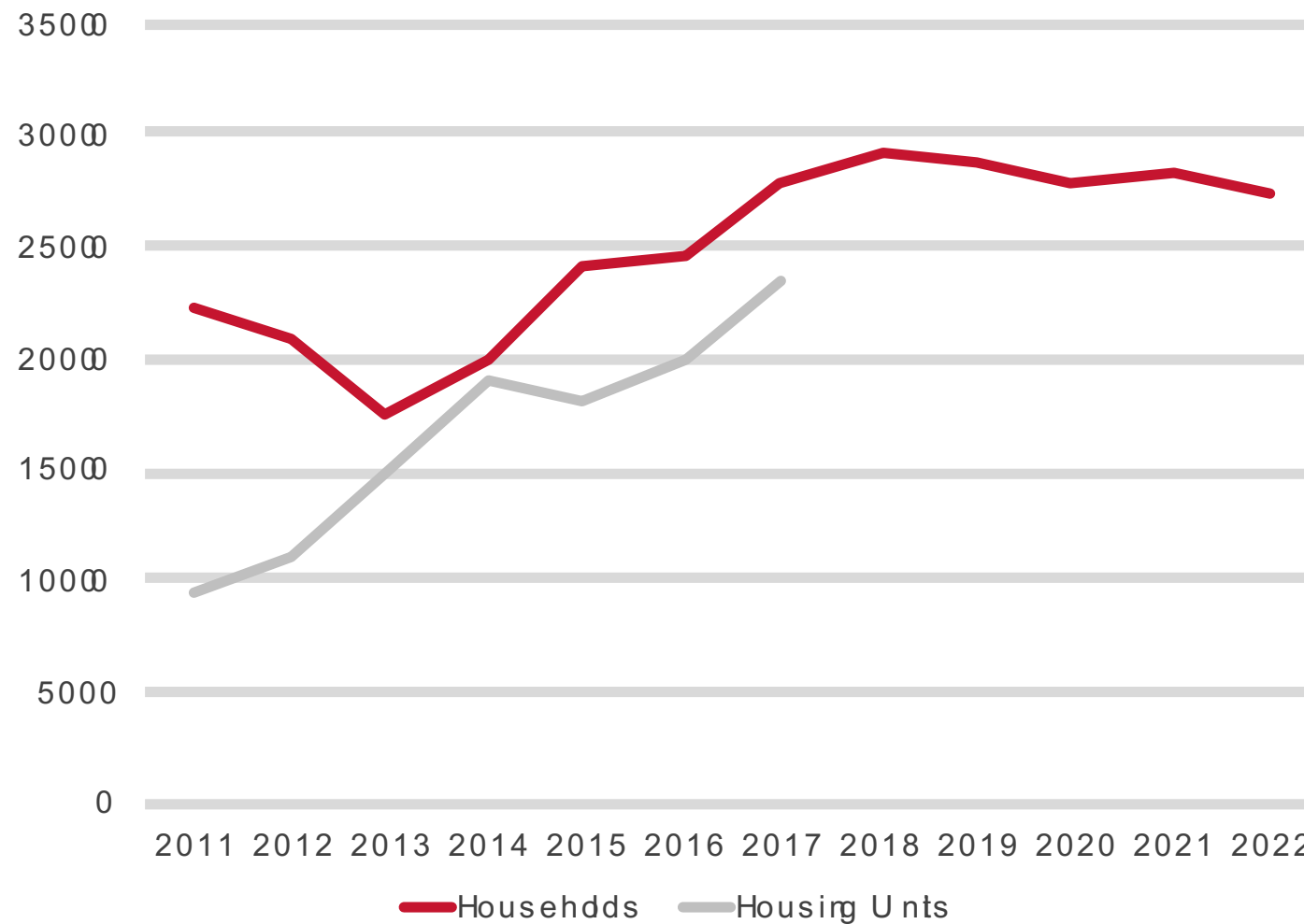
July 19, 2018

UTAH HOUSING UNIT VS. UTAH HOUSEHOLD GROWTH



Source: U.S. Census Bureau and Ivory-Boyer Construction Database

PROJECTED INCREASE IN HOUSEHOLDS IN UTAH 2017-2022



Source: Kem C. Gardner Policy Institute

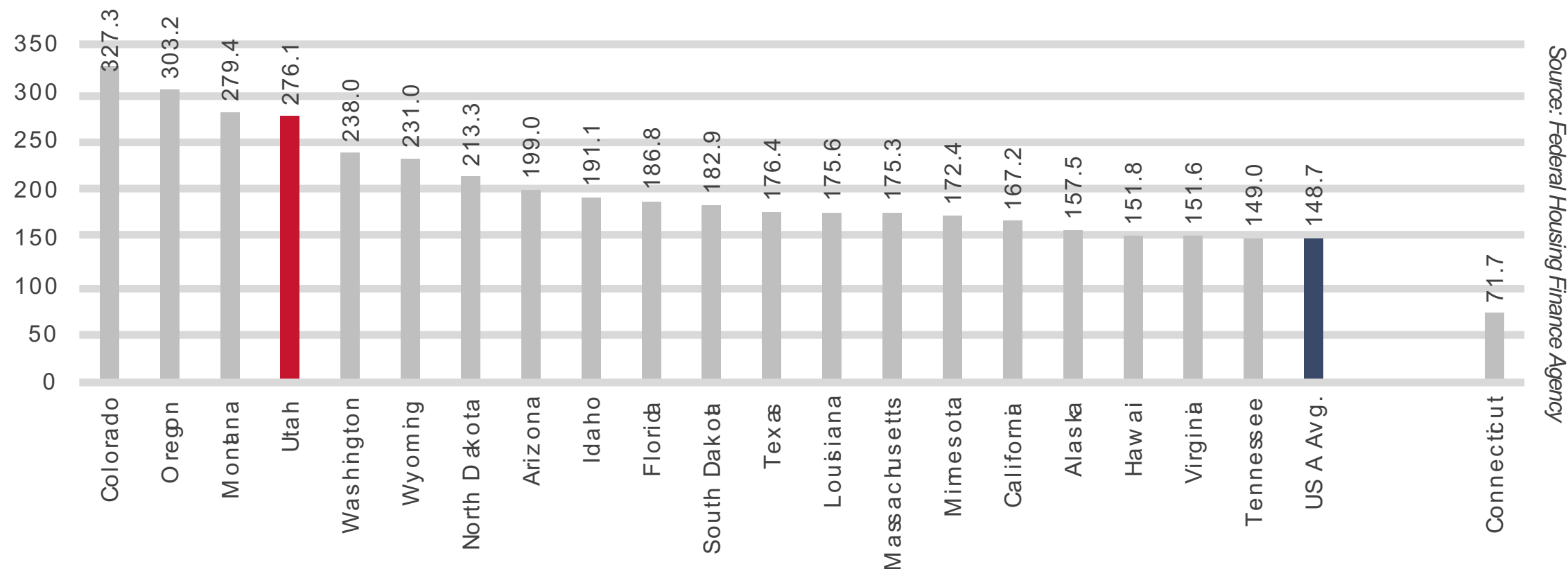
LANDMARK STUDY



- Noticing the looming housing affordability crisis, the Salt Lake Chamber commissioned a report through the Kem C. Gardner Policy Institute.
- Natalie Gochnour describes it as a landmark study on housing affordability.
- To the best of our knowledge, this is the only study of its kind in the nation that proactively addresses the housing affordability issue before a crisis hits like we see today in San Francisco, San Jose and Seattle.

HOUSING PRICE INDEX % CHANGE

1991 – 3Q 2017



- Based on this growth rate, the value of a \$125,000 home in Utah in 1991 has increased to \$347,000 by 2017, but at the national growth rate that same home has increased to only \$184,000 by 2017.

SALES PRICE OF A SINGLE FAMILY HOME

Median Sales Price: Percent Change 1991 – 2017

Rank	Metro Area	1991 1 st Qtr.	2017 4 th Qtr.	Percent Change	AAGR
1	Boulder, Colorado	\$95,000	\$484,000	410%	5.6%
2	Greeley Colorado	\$66,000	\$324,000	391%	5.4%
3	San Francisco, California	\$265,000	\$1,257,000	374%	5.2%
4	Fort Collins, Colorado	\$78,000	\$361,000	363%	5.1%
5	Portland, Oregon	\$80,000	\$364,000	355%	5.0%
6	San Jose, California	\$220,000	\$945,000	330%	4.7%
7	Salt Lake City, Utah	\$76,000	\$307,000	304%	4.4%
8	Reno, Nevada	\$103,500	\$415,000	301%	4.3%
9	Colorado Springs, Colorado	\$70,000	\$275,000	293%	4.2%
10	Seattle, Washington	\$130,000	\$501,000	285%	4.1%
11	Eugene, Oregon	\$67,000	\$255,000	281%	4.0%
12	Provo-Orem, Utah	\$80,000	\$302,000	278%	4.0%

*111 metropolitan areas.

Source: National Home Builders Association

PRICED OUT



Utahns are Cost Burdened

- Part of our growth and prosperity in this state is due to the fact that so many Utahns want to stay here, close to their families and in the communities they love. The way things are going, that simply won't be possible for many. *They'll be priced out.*
- This affects every industry and every profession.
- A first year teacher in Nebo School District can afford 1% of the housing market. In ten years, the same teacher can afford 16% of the housing market.
- One in eight Utah homeowners below the median income are severely cost burdened, paying 50% or more of their income on housing.
- One in five Utah renters below the median income are severely cost burdened.
- In the next several years, the typical Utah family will spend nearly 50% of its income on housing if current trends persist.

WHAT'S DRIVING UP HOUSING COSTS?

- Housing Shortage
- Construction & Labor Costs
- Local Zoning Ordinances & Nimbyism
- Land Costs & Topography of Wasatch Front Counties
- Demographic & Economic Growth

HOUSING SHORTAGE



4 HOUSEHOLDS : 3 HOUSING UNITS

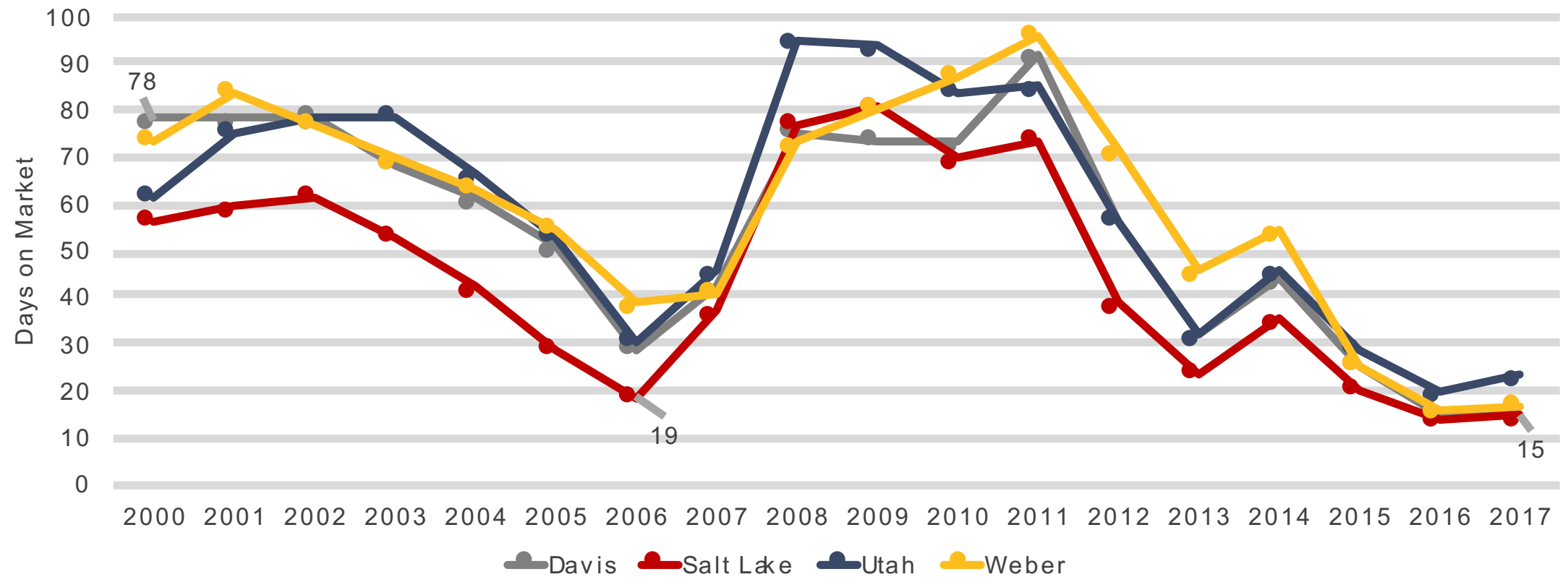
Since 2010



- Since 2010, Utah has added four new households for every three new housing units.
- All three housing markets are strained:
 - Existing homes
 - New construction
 - Rentals and apartments

CUMULATIVE DAYS ON MARKET

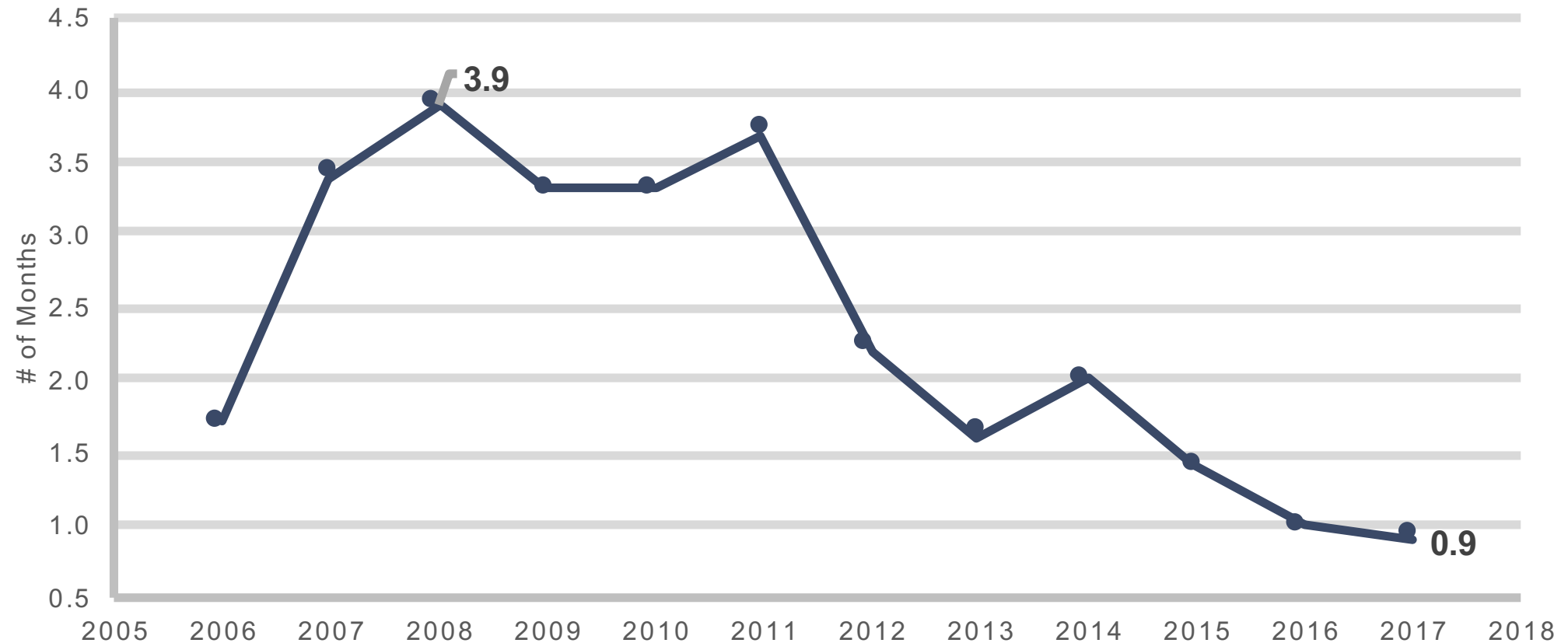
Existing Single Family Homes



Source: UtahRealEstate.com

NUMBER OF MONTHS SUPPLY

Finished Vacant Inventory of New Homes in Utah



Source: Metrostudy Utah Database

APARTMENTS

Vacancy Rate and New Apartment Units in Wasatch Front Counties

Year	Davis County		Salt Lake County		Utah County		Weber County	
	Vacancy Rate	New Apartment Units	Vacancy Rate	New Apartment Units	Vacancy Rate	New Apartment Units	Vacancy Rate	New Apartment Units
2005	9.70%	107	6.10%	1,302	8.70%	474	9.20%	6
2006	7.40%	52	4.00%	338	7.10%	560	6.50%	106
2007	5.70%	275	3.20%	898	3.80%	320	6.30%	31
2008	4.60%	73	4.60%	1,521	3.60%	76	7.00%	193
2009	5.90%	108	7.20%	2,442	5.70%	87	9.00%	0
2010	8.00%	4	5.70%	541	7.00%	274	6.90%	36
2011	5.10%	538	5.20%	488	5.50%	579	6.70%	0
2012	5.80%	712	3.80%	538	5.00%	431	6.10%	55
2013	6.60%	251	3.90%	1,605	3.20%	415	7.00%	18
2014	4.60%	394	3.00%	3,326	4.40%	2,318	4.90%	311
2015	4.50%	198	2.70%	2,918	3.60%	1,315	4.00%	384
2016	4.50%	327	2.90%	4,461	3.40%	435	3.50%	235
2017	4.00%	477	2.60%	2,306	4.20%	1,654	2.40%	163

Source: Equimark and CBRE

CONSTRUCTION & LABOR COST



CHANGE IN CONSTRUCTION JOBS AND WAGES, 2007-2016

State of Utah	2007	2016	% diff. 2007-2017
Construction Jobs	104,613	92,756	-11%
Construction as % of total state employment	8.40%	6.50%	
Construction of Buildings	22,153	19,133	-14%
Heavy and Civil Engineering Construction	12,398	10,194	-18%
Specialty Trade Contractors	70,062	63,430	-9%
Average Construction Monthly Wage	\$3,138	\$3,956	26%

Source: Utah Department of Workforce Services



- Construction and labor cost is driving up housing costs.
- Construction demand is increasing.
- Labor force is constrained.
- Labor demographics are changing.
 - Before 2010, one in five immigrants in Utah worked in the construction industry. Currently, only 2% of Utah's foreign-born population is in construction.

HARD CONSTRUCTION COST DRIVERS

Percent Change 2007-2017

DRYWALL

15%

CABINETRY

40%

ROOFING

70%

SIDING

148%

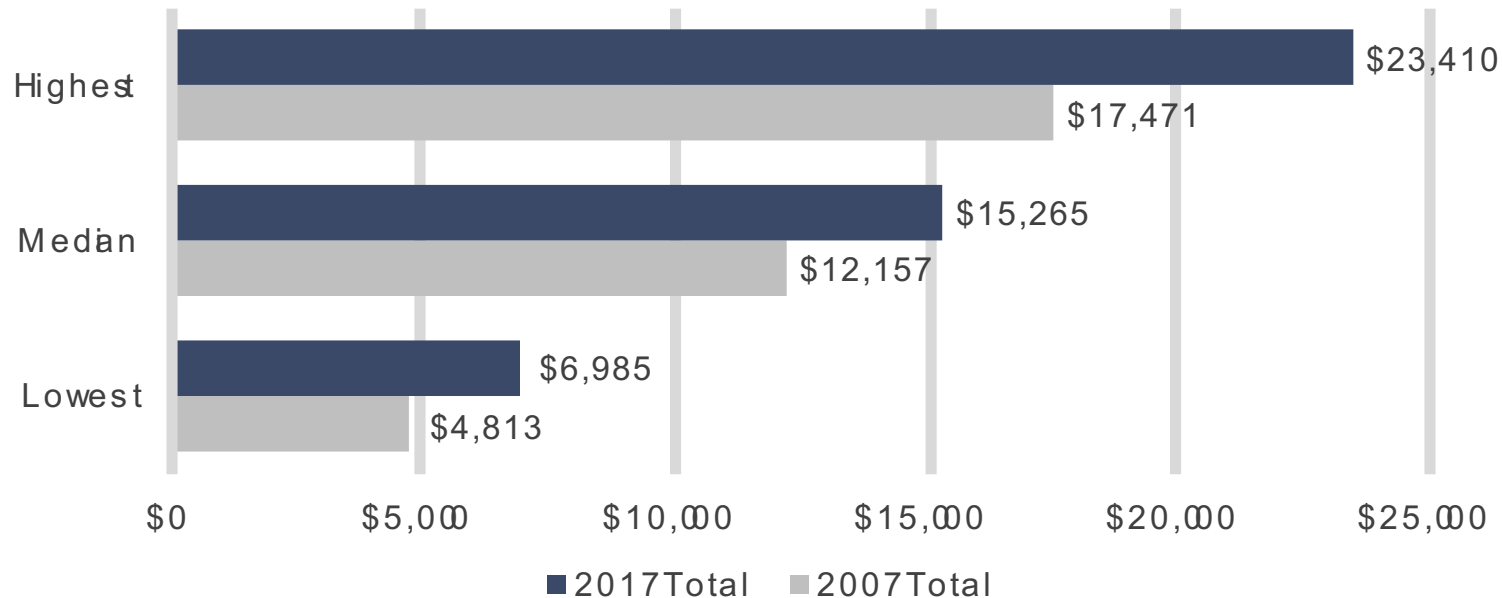
LUMBER

60%

Source: Ivory Homes

PERMIT AND IMPACT FEE

Percent Change 2007 – 2017



Source: Kem C. Gardner Policy Institute

- Increasing of permit fees are reflective of CPI and raw material cost increasing, and at the high end are still less than 10% of the overall home cost.

LOCAL ZONING ORDINANCES & NIMBYISM



BALANCE OF HOUSING TYPES



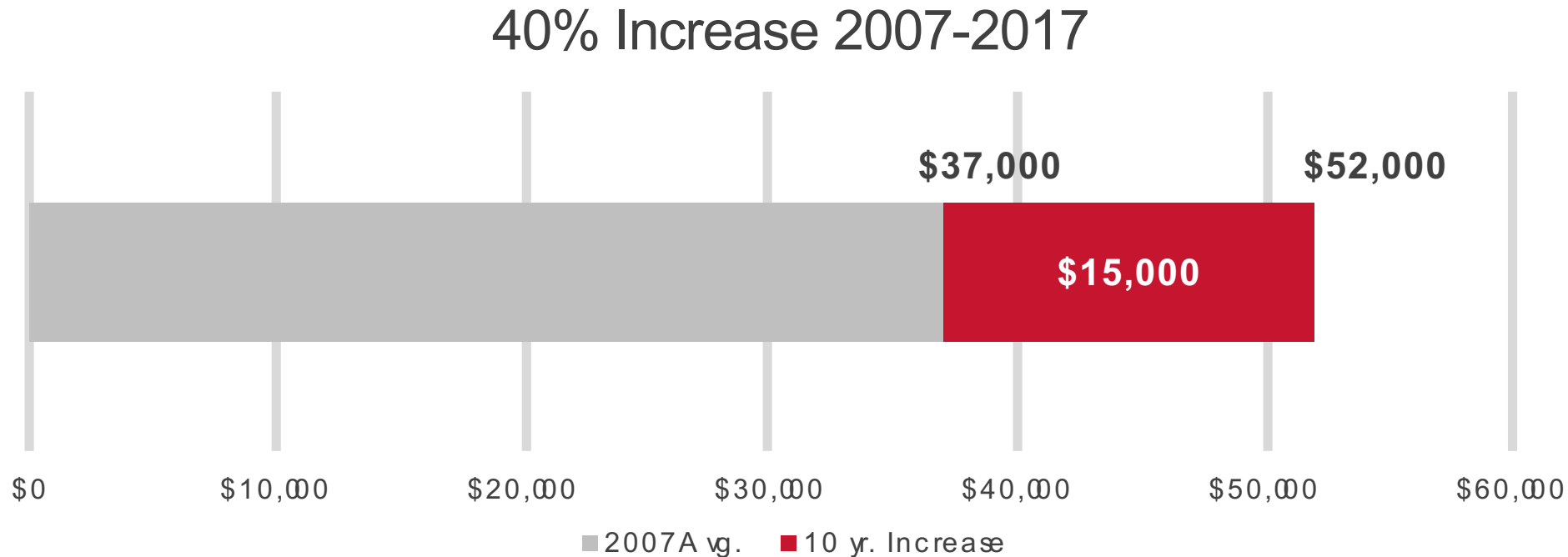
- Zoning ordinances determine:
 - Density
 - Spatial distribution of housing types (renter versus owner)
 - Construction material standards
 - As well as, regulatory requirements that can increase housing prices and cause developmental delays
- There needs to be a balance between housing types to make sure we aren't pricing people out.
- Cities must continue to implement smarter growth policies to ensure their residents are able to afford the quality of life they want them to enjoy.
- Local opposition, also known as NIMBYism (not in my backyard) has driven up costs and constrained supply, particularly for affordable high density rental housing.
- A lot of cities have found good ways to mitigate this problem. We need to work together to find other ways to expand these efforts throughout the state.

LAND COSTS & TOPOGRAPHY



LAND IMPROVEMENT COST CHANGE, 2007-2017

The best land is not saved for last.



Source: Kem C. Gardner Policy Institute

WE CAN ONLY GROW SO FAR

- There are physical constraints on developable land due to topography.
- We have the mountains to our east and the lake to our west, we can only grow so far.
- There is insufficient land in metro areas close to jobs.
- Building only single-family homes will require more infrastructure and more travel time for homeowners.

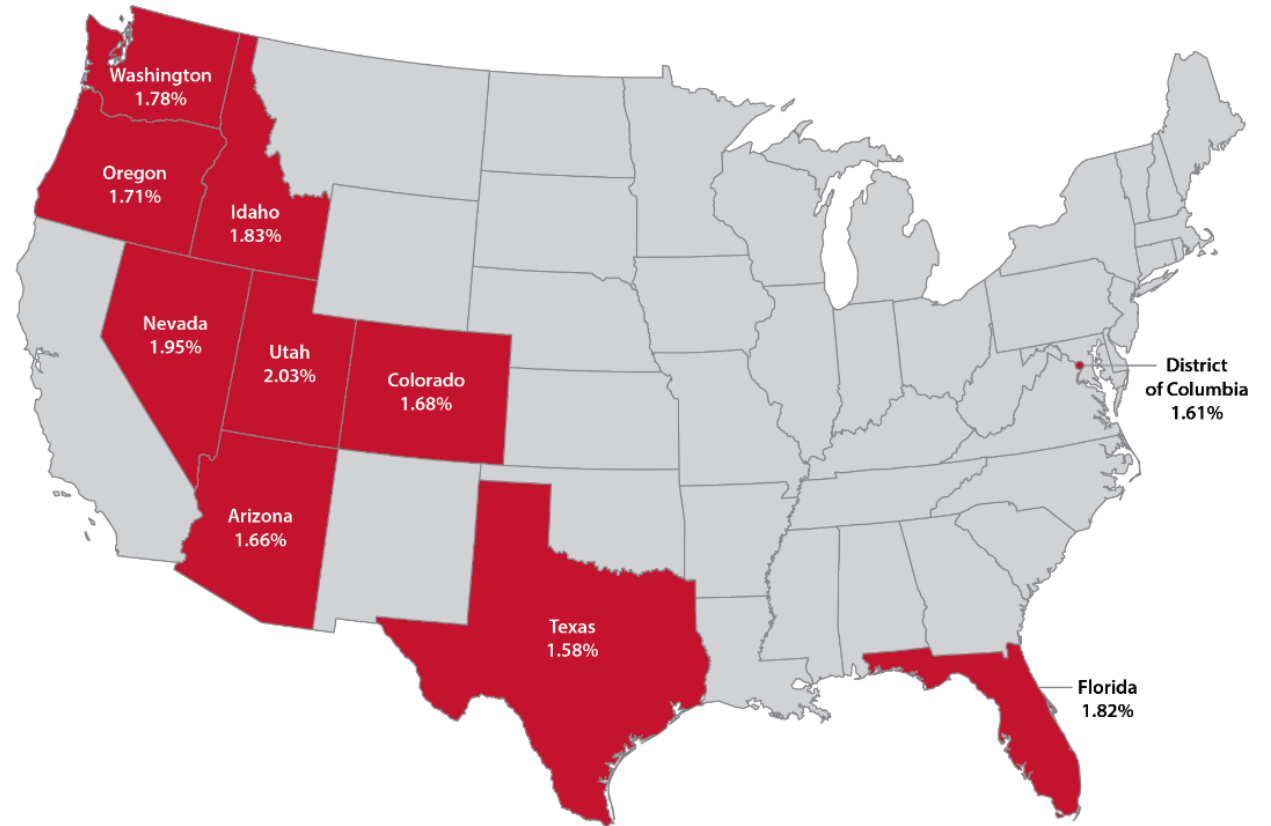


DEMOGRAPHIC & ECONOMIC GROWTH



POPULATION GROWTH: TOP TEN STATES

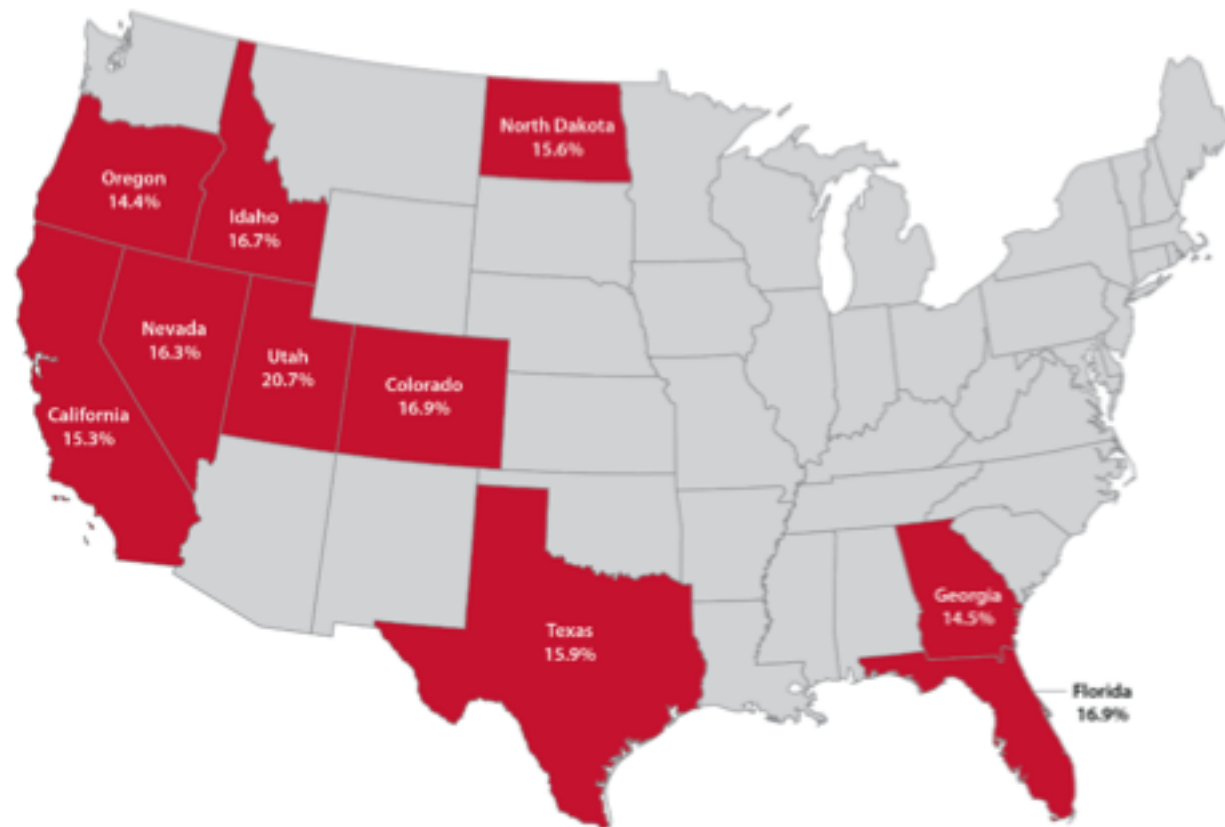
*Annual Average Rate of
Change 2010-2016*



Source: U.S. Census Bureau

JOB GROWTH: TOP TEN STATES

Percent Change 2010-2016



Source: U.S. Census Bureau

UNCHECKED HOUSING PRICES

*By 2044, Utah Housing Prices could be Equivalent to
Today's San Francisco Prices*

 = **More than
\$700,000
in next 26 YEARS**

WHAT NOW?





- After commissioning the study and seeing the report, the Salt Lake Chamber launched the Housing GAP Coalition in May.
- The Coalition is poised to address the challenges associated with housing affordability to ensure the American Dream is kept alive for all Utahns.
- This can be done by providing access to a variety of housing types for all income groups.
- As a business community, we've had great success when we've worked together to address other issues like transportation and education.
- In a similar fashion, we've organized this Housing GAP Coalition to proactively address housing affordability before it becomes a crisis.
- We are bringing together the state's brightest minds from business, academia and government to tackle this very real threat to our long-term economic prosperity.

POSSIBLE SOLUTIONS

Local Policy Decisions can Help Housing Affordability

ZONING FOR WIDE
VARIETY OF HOUSING
TYPES AND PRICES



EVALUATE COST-
PROHIBITIVE IMPACT
AND PERMIT FEES



SUPPORT MULTI-USE
LAND DEVELOPMENT



POSSIBLE SOLUTIONS

*Transportation and Land Use
Connection (TLC)*



WASATCH FRONT REGIONAL COUNCIL



Photo: Dominic Valente, The Daily Herald

HOUSING GAP
COALITION

POSSIBLE SOLUTIONS

*Keys to Success program for
construction and labor
“Build to Success”*



POSSIBLE SOLUTIONS

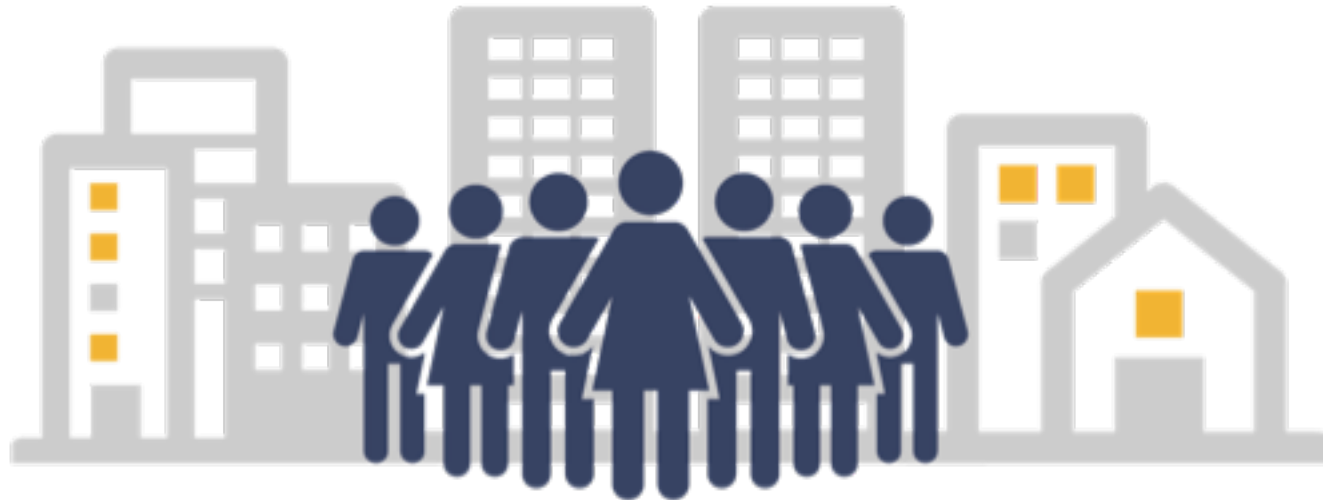
*General public awareness
campaign*



Photo: KSL.com

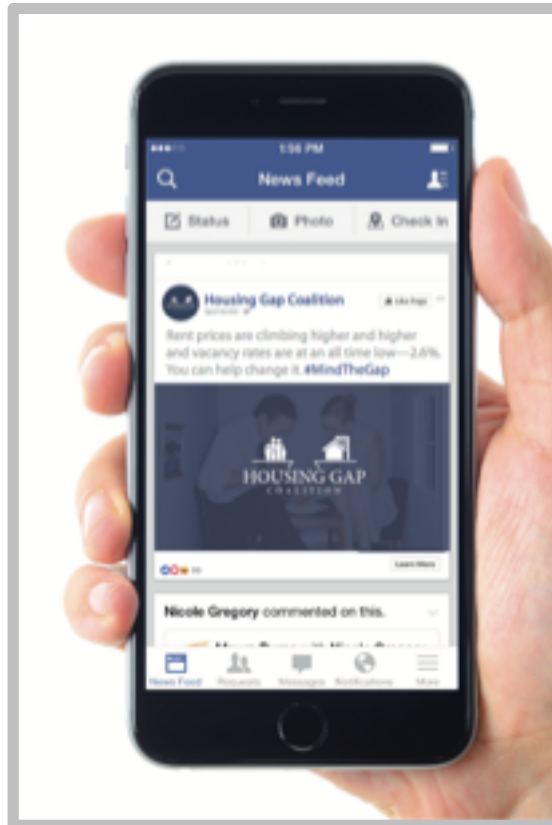
NEXT STEPS

- We are visiting every city council across the Wasatch Front and discuss how we can partner with them to address housing affordability in their area.



NEXT STEPS

- As a Coalition, we're creating a public awareness campaign and informing the public about the crucial issue of housing affordability.



FOR MORE INFORMATION OR TO BECOME INVOLVED

For more information or
to read the full report, visit

**SLChamber.com/Housing
GapCoalition**

Follow us on Twitter

@UtahHousingGap

For sponsorship or
membership information,
contact

Brynn Mortensen
bmortensen@slchamber.com
801-706-9853



Kaysville City fire Department

***Paul J. Erickson
Fire Chief***



Overview

Station/Staffing

Vehicles

Training

Fire Prevention

Safety, Health and Wellness

Responses

5-year Plan

Success Framework

Staffing/Station

- (1) fire Station- 15,618 sq. ft.
- 7 Full-Time firefighters
 - (1) Fire Chief
 - (3) Captains
 - (3) Engineers
- 22 Part-Time Firefighters
 - (22) Firefighters

Vehicles

- (2) Command Vehicles
- (2) Engines
- (3) Ambulances
- (2) Brush Trucks
- (1) Aerial apparatus
- (1) Heavy Rescue

Training

- Annual Training Plan (ATP)
 - 80+ firefighter specific class
 - 36+ medical specific class, + 108 hours continuous education
 - Joint training with Farmington/Layton/Hill AFB

Fire Prevention/Public Education

- Annual Inspections – 1,070, approx. (1) hr per = 6 mo.
 - 423 commercial businesses
 - 644 home
 - 3 food trucks
- 100+ station tours
- 20+ special events



Safety, Health and Wellness

- Monthly safety meetings
- Annual physical exams
- Annual fitness evaluation
- Near Miss reports
- After Action reports
- Firefighter Safety Stand-Down

Responses/Coverage

(2) Cities/12.7 sq. miles/37K people

2014 – 1421

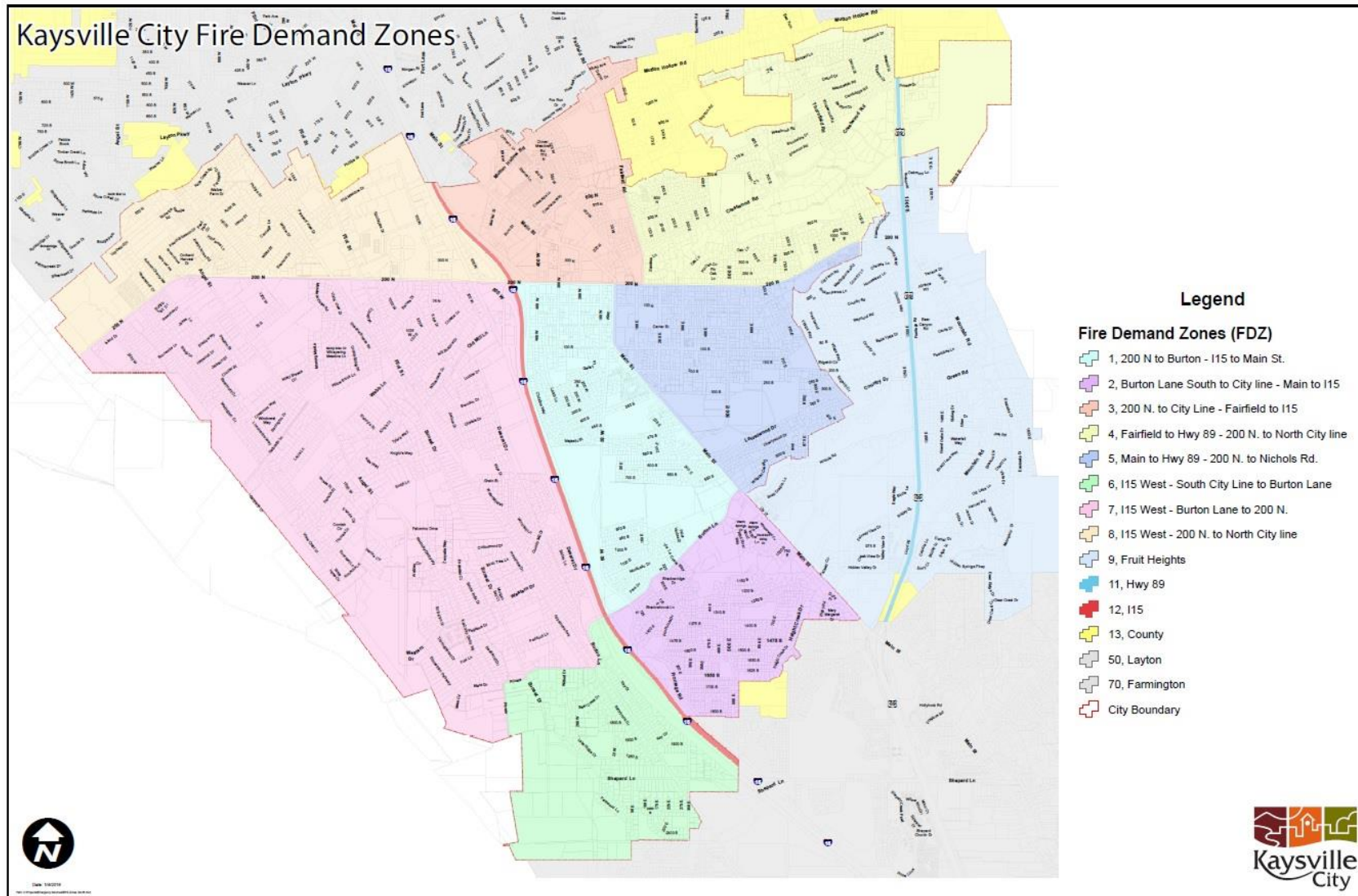
2015 – 1430

2016 – 1564

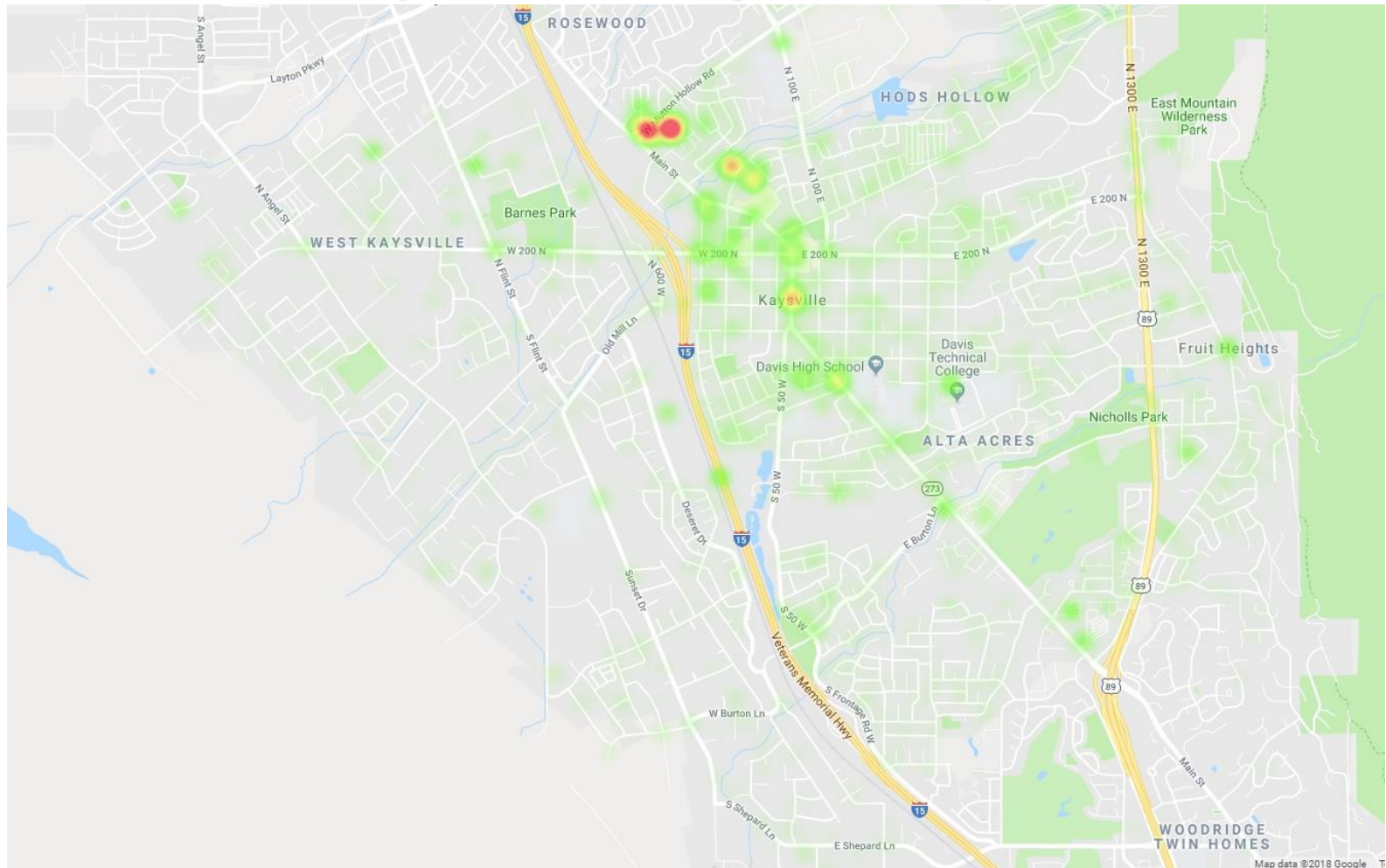
2017 – 1678

2018 - 779

(12) FRD's and (3) mutual aid areas



Heat map of all zones (1678 responses)



5 Year Plan

- Increase (21) more full time over (5) years
 - (9) FF/Paramedics, (3) Captains, (3) Engineers
(6) FF
(3)FY20, (3) FY21, (3) FY22, (6) FY23, (6) FY24
- (6) x (3 shifts) full time station 61
 - No cross staffing (4) engine and (2) ambulance
- New Station Fruit Heights
- New station on the West side
- (4) x (3 shifts) full time station 62
 - (2) engine (2) ambulance
- Paramedic Service

Part-Time Staffing Challenges

- Every month shift bids
- 240 shifts ea. Month
 - Full time covers 120
- Avg. 20 open shifts/mon. since Jan 2017
- 100+shifts not covered since Jan 2017
- 30 trades every month
- Part-time employees are conditioned at their full time job/Safety concern
- Only can work 1508 hrs. annually

New Station 62 (West Side) and Fruit Heights

- Based on statistical response data, growing population (3%), construction growth, increased responses to the west side (+8%), slow response times (48%) and increased overlap responses (18%)
- Fruit Heights-increase responses 300% since 2014, avg. 11 calls a month, slow response times (46%)

Paramedic Service

- 68% of all responses are medical
 - 50% ALS-Paramedic is needed
- Start up cost (\$6K), applications fee, few drugs, hiring paramedics (9)
- DCSO response times exceed ours

Success Framework

- **Certifications – Benchmark 100%**
 - All minimum qualifications met
- **PPE Inspections – Benchmark 100%**
 - 100% full time employees, approx. 70%
- **Training – Benchmark 80%**
 - 81% complete for full time
- **Response Times – Benchmark 90%**
 - 68% avg since 2014



QUESTIONS??

STAFF REPORT



COUNCIL MEETING DATE: July 19, 2018

ITEM NO.: 4a.

TYPE OF ITEM: Consent

PRESENTED BY: Mayor Katie Witt

SUBJECT/AGENDA TITLE: Planning Commission Appointment

EXECUTIVE SUMMARY:

With the appointment of Stroh DeCaire to the City Council, there is a vacancy on Planning Commission. In the interview process for Planning Commission in June, there were several well-qualified applicants. Mayor Witt has chosen one of the previous applicants, Tamara Tran, to fill the term ending June 30, 2020 per per Ordinance 17-4-3 (2).

Council Options: Approve or reject

Recommendation: Approve

Fiscal Impact & Fund Source for Recommended Action: This project has no fiscal impact.

Attachments: None

STAFF REPORT



COUNCIL MEETING DATE: July 19, 2018

ITEM NO.: 5b

TYPE OF ITEM: Consent

PRESENTED BY: Josh Belnap

SUBJECT/AGENDA TITLE: Vac Trailer Purchase

EXECUTIVE SUMMARY:

The water department budgeted in the FY19 budget for the purchase of a vac trailer that will be used to help clean up solids and liquids relating to water leak repairs, meter pit inspections and less invasive hydro-excavation. In addition, this machine has an automated valve exerciser that will reduce the amount of time necessary to exercise and run diagnostics on the over 3,000 water valves in the City. This is part of the State's mandate to conduct a more thorough and frequent flushing regimen for our water lines and hydrants. Currently, if the water department has a need to collect solids or liquids, they have to shut the storm water department down to have them come assist with their truck, and the automated valve exerciser reduces the amount of time to open and close a valve by over 60%, in addition to the diagnostic information it can give us on the valves.

The pricing received from Ditch-Witch is GSA pricing, which is the federal contract pricing program.

Council Options: Approve or Reject

Recommendation: Approve

Fiscal Impact & Fund Source for Recommended Action: The purchase price for the unit is \$92,500 and the funds come from revenues generated by water sales. This item was recently budgeted for and approved as part of the FY19 budget for the water department.

Attachments: Ditch-Witch Invoice



Authorized Ditch Witch Dealer

Ditch Witch of the Rockies

ALL CLAIMS AND RETURNED GOODS MUST BE MADE WITHIN
10 DAYS AND MUST BE ACCOMPANIED BY THIS BILL.

INVOICE	CUSTOMER	DATE	PG
M09867	KAYSV003	7-2-18	1

PO Box 7

Commerce City, CO 80037-007

(P) 303-287-7563

SOLD TO: Kaysville City
721 West Old Mill Lane
Kaysville, UT 84037

SHIP TO: Kaysville City
721 West Old Mill Lane
Kaysville, UT 84037

SHIP VIA: Troy Kynaston

F.O.B. OUR YARD

LOCATION		MAKE		SERIAL NUMBER		EQUIPMENT	HOURS/METER	SLSM	CUSTOMER P.O.	DATE SHIPPED
SLC		DW				DW		TK		TBD
ORDER	SHIP	B/O	MFR	YEAR	DESCRIPTION				SERIAL NUMBER	AMOUNT
1	1		DW	2018	HX30 Vacuum Excavator				TBD	\$ 92,500.00
1	1		VS	2018	Valvestar Valve Exerciser ERB800				TBD	included
1	1		DW	2018	VT14 Trailer				TBD	included
					Includes 500/200 Spoils/Water Configuration					
					7' Suction Tool					
					NO TAXES - TAX EXEMPT CERTIFICATE					n/a

CREDIT AMOUNT	TOTAL AMOUNT
	\$92,500.00

TERMS AND CONDITIONS

TERMS - Due on Invoice

This invoice is subject to all of the terms, provisions, conditions and limitations of the parts or sales agreement concerning the goods, services or equipment sold or leased as described therein. Examine this invoice carefully as it will be deemed correct unless errors are reported within 10 days of the date hereof. The purchaser or lessee shall pay a service charge of 1.5% (18.00% Annual Rate) on all amounts not paid within 30 days following the date of such sale or lease and all costs of collection or enforcement including reasonable attorney's fee.

RETURNED ITEMS ARE SUBJECT TO A SERVICE AND RESTOCKING CHARGE.

PLEASE PAY FROM THIS INVOICE.

ALL ACCOUNTS C.O.D. AFTER 60 DAYS

STAFF REPORT



COUNCIL MEETING DATE: July 19, 2018

ITEM NO.: 5d

TYPE OF ITEM: Consent

PRESENTED BY: Josh Belnap

SUBJECT/AGENDA TITLE: Excavator Trade in and Purchase

EXECUTIVE SUMMARY:

The water department, streets department and storm water department combined in the FY19 budget for the trade in of our 2013 excavator and purchase of a new unit of a higher capacity and versatility. The excavator is used almost continually to assist with water repairs, streets repairs, storm drain repairs and occasionally for Parks projects. The current excavator is approaching a point where components are starting to show signs of immediate or near future need to address (which is difficult for an already busy mechanics staff and ends up taking the machine out of service). This, combined with current limits on the 2013 excavator's ability to operate in tight spaces and sites and lifting capacity led the Public Works department to start exploring both purchase and lease options. Ultimately, purchase was cheaper in the long run and more viable over all.

Pricing was received from Honnen via State Contract pricing.

Council Options: Approve or Reject

Recommendation: Approve

Fiscal Impact & Fund Source for Recommended Action: The purchase price for the unit is \$117,500 and the funds come from General Fund (\$10,000), revenues generated by water sales (\$32,500) and the storm water fund (\$22,500). This item was recently budgeted for and approved as part of the FY19 budget.

Attachments: Honnen Invoice

PURCHASER NAME AND ADDRESS (First Signer)			
NAME(First, Middle, Last) KAYSVILLE CITY			
STREET or RR 23 E CENTER ST			
CITY KAYSVILLE	STATE UT	ZIP CODE 84037	COUNTY Davis
PHONE NUMBER 801-546-1235	EMAIL ADDRESS		
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

DEALER NAME AND ADDRESS			
DEALER NAME Honnen Equipment Co.		Dealer Account No. : 170501	
STREET or RR 1380 S. DISTRIBUTION DRIVE			
CITY SALT LAKE CIT	STATE UT	ZIP CODE 84104	Phone Number 801-262-7441
Date Of Order: Jun 21, 2018			
Dealer Order No.: 17925087		TYPE OF SALE: ☐ CASH ☒ LEASE ☐ TIME SALE	
PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE: 98 Undefined Government Use	
Add Purchaser to Mailing List (Check One or More)			
☐ Construction ☐ Utility ☐ Forestry ☐ Government			
PURCHASER IS: ☒ Business ☐ Individual		Purchaser Acct.: 100658	
☐ SOCIAL SECURITY ☐ IRS TAX ID NO ☐ EIN			
NO.:			

EXTENDED WARRANTY IS: ☒ Accept ☐ Decline		LOCATION OF FIRST WORKING USE :		Use State/Province	COUNTY CODE
(Initials)		Use County DAVIS		UT	11
Ultimate Uptime Package Purchase: ☐ Yes ☒ No		(Initials)			
QTY	NEW DEMO RENT USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	X	2018 JOHN DEERE 85G EXCAVATOR Stock # 60043	0		\$ 117,500 00
		+ John Deere Extended Warranty : 60/3000 Powertrain and Hydraulics			\$ 0 00
(1) TOTAL CASH PRICE					\$ 117,500 00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
1	2013 JOHN DEERE 75D	1760	1FF075DXKDG014846	\$ 52,500 00
COMMENTS: TERMS: NET DUE UPON RECEIPT OF INVOICE				(2) TOTAL TRADE-IN ALLOWANCE
				\$ 52,500 00
				(3) TOTAL TRADE-IN PAY-OFF
				\$ 0 00
				(4) BALANCE
				\$ 65,000 00
				(5) DOC FEE
				\$ 0 00
				(6) SUBTOTAL
				\$ 65,000 00
				(7) RENTAL APPLIED
				\$ 0 00
				(8) CASH WITH ORDER
				\$ 0 00
				(9) BALANCE DUE (6-(7 & 8))
				\$ 65,000 00

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this

document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

STAFF REPORT



MEETING DATE: July 19, 2018

ITEM NUMBER:

TYPE OF ITEM: Consent Item

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Award of Bid for the Botanical Center Trail Improvements.

EXECUTIVE SUMMARY:

Several months ago, Kaysville City, working with Utah State Botanical Center, received a grant to pave the existing gravel trail along the ponds at the Botanical Center property on 50 West. This project has now been designed and bid and is ready for construction this season.

Four bids were received and Hobble Creek Services LLC was the lowest bidder with a bid of \$120,875. The Engineers estimate was \$114,482

COUNCIL OPTIONS:

RECOMMENDED OPTIONS:

Staff has reviewed the bids and verified the credentials of Hobble Creek and recommends that the bid be awarded to Hobble Creek Services LLC in the amount of \$120,875.

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION:

The grant was in the amount of \$105,695 and USU has already contributed an additional \$40,000

ATTACHMENTS:

Location Map

Bid Summary



Botanical Center Trail Improvements





July 13, 2018

Andy Thompson, P.E.
City Engineer
Kaysville City
23 East Center Street
Kaysville, UT 84037

**RE: Botanical Center Trail Improvement Project
Recommendation for Award**

Dear Mr. Thompson:

Following the bid opening on Thursday, July 12th for the subject project, we have reviewed the bids and generated the enclosed Bid Tabulation. The bid totals were confirmed as read out loud at the bid opening with no changes in amount to any of the four bids that were received. The bid results are summarized herein.

- | | |
|----------------------------------|--------------|
| • Hobble Creek Services, LLC. | \$120,875.00 |
| • Post Asphalt Paving and Const. | \$122,422.50 |
| • Staker Parson Companies | \$137,880.70 |
| • Wardell Brothers Const. | \$180,845.00 |

Based on the bid results and a review of references and services provided, I recommend that Kaysville City award the bid to Hobble Creek Services, LLC as bid for the amount of \$120,875.00.

Recently Hobble Creek Services has completed trail paving services for Mendon City in Cache County, Utah. I spoke with Kirk Taylor, Public Works Director for Mendon City. Kirk was very pleased with the project that Hobble Creek completed for Mendon City. Kirk said that they had the right equipment for working on a trail project and completed the project quickly, it was good to work with a company that specializes in trails. Hobble Creek has also recently completed trail work for Sandy City, and Orem, however, I have not yet been able to contact references in these communities.

Dave Joyner, owner of Hobble Creek Services, indicates that due to existing commitments they will likely start construction of this project later toward the end of the summer. Please contact me with questions you may have regarding the summary of bids and associated recommendations.

Respectfully,

A handwritten signature in blue ink that reads "Craig L. Rasmussen".

Craig L. Rasmussen, S.E.
Division Manager

Bid Tabulation

Project: Utah State Botanical Center Trail Improvements

Date: July 12, 2018

Client: Kaysville City

				Hobble Creek		Post Asphalt		Staker Parson		Wardell Brothers	
ITEM NO.	ITEM	BID QUANTITY	UNIT	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
Construction Phase											
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000	\$ 6,500.00	\$ 6,500	\$ 14,000.00	\$ 14,000	\$ 15,000.00	\$ 15,000
2	Clear and Grub	1	LS	\$ 1,000.00	\$ 1,000	\$ 8,725.00	\$ 8,725	\$ 6,350.00	\$ 6,350	\$ 23,125.00	\$ 23,125
3	Trail Excavation and Grading (Net Cut)	430	CY	\$ 15.00	\$ 6,450	\$ 38.50	\$ 16,555	\$ 37.25	\$ 16,018	\$ 37.00	\$ 15,910
4	Untreated Base Coarse - Contractor Provided (Material, Hauling, and Placement)	825	Ton	\$ 30.00	\$ 24,750	\$ 26.50	\$ 21,863	\$ 29.60	\$ 24,420	\$ 50.00	\$ 41,250
5	Untreated Base Coarse - Owner Provided (Hauling 1.2 miles, and Placement)	365	Ton	\$ 25.00	\$ 9,125	\$ 14.00	\$ 5,110	\$ 22.40	\$ 8,176	\$ 38.00	\$ 13,870
6	Construct 20' of 18" Ø HDPE Pipe with Flared End Sections (Install Only, Pipe and Flared Ends Provided by City)	20	LF	\$ 10.00	\$ 200	\$ 35.00	\$ 700	\$ 73.85	\$ 1,477	\$ 80.00	\$ 1,600
7	Remove and Dispose of 12"Ø Culvert and End Sections	15	LF	\$ 10.00	\$ 150	\$ 25.00	\$ 375	\$ 34.45	\$ 517	\$ 40.00	\$ 600
8	Offset Swing Gate (Per Pair)	2	EA	\$ 500.00	\$ 1,000	\$ 1,400.00	\$ 2,800	\$ 11,000.00	\$ 22,000	\$ 2,000.00	\$ 4,000
9	Remove and Dispose of Bollards	2	EA	\$ 100.00	\$ 200	\$ 100.00	\$ 200	\$ 182.10	\$ 364	\$ 100.00	\$ 200
10	Construct Interstacked Rocks and 18" - 24" Rock	30	SF	\$ 10.00	\$ 300	\$ 65.00	\$ 1,950	\$ 58.35	\$ 1,751	\$ 58.00	\$ 1,740
11	Spray On-Ground Sterilant Herbicide	5,000	SY	\$ 0.10	\$ 500	\$ 0.18	\$ 900	\$ 0.07	\$ 350	\$ 0.15	\$ 750
12	Non-woven Geotextile Fabric	4,650	SY	\$ 1.00	\$ 4,650	\$ 1.30	\$ 6,045	\$ 1.15	\$ 5,348	\$ 2.00	\$ 9,300
13	Construct 8' Wide of 2.5" Thick Hot Mix Bit. Pavement	3,250	LF	\$ 13.00	\$ 42,250	\$ 11.25	\$ 36,563	\$ 7.95	\$ 25,838	\$ 12.00	\$ 39,000
14	Construct 10' Wide of 4" Thick Hot Mix Bit. Pavement	725	LF	\$ 28.00	\$ 20,300	\$ 19.50	\$ 14,138	\$ 15.55	\$ 11,274	\$ 20.00	\$ 14,500
				Bid Total	\$ 120,875.00	\$ 122,422.50		\$ 137,880.70		\$ 180,845.00	

STAFF REPORT



MEETING DATE: July 19, 2018

ITEM NUMBER: 5a

TYPE OF ITEM: Action Item

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Rezone of 3.3 acres of property at 1020 and 1034 West Smith Lane from A-1 (Light Agriculture) to the R-1-LD (Single Family Low Density) zoning district.

EXECUTIVE SUMMARY:

Acting on behalf of the property owners, Wright Development is requesting a rezone of the subject property in order to accommodate a new standard subdivision development. The requested zoning district allows a net density of 2 units per acre thus based on the total property area could permit as many as 6 dwellings.

The current zoning regulations are found in Chapter 17-9. Lots in this zone are required to be essentially an acre in size. The requested R-1 zoning district regulations are found in Chapter 17-12. The R-1-LD zone allows for some flexibility in lot size while keeping the overall density at no more than 2 units per acre. The smallest lot size allowed would be 12,000 sq. ft. in size.

Surrounding the property is a new R-1-LD subdivision to the north and east, an R-1-20 subdivision to the northwest, agriculture zoned properties to the west and an elementary and junior high school across the street on agricultural zoned land.

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

While a formal preliminary plat application has not been made, the applicants have submitted a concept plan which indicates a likely development scenario which would keep the existing homes along Smith Lane and create 4 new lots on a cul-de-sac street.

Because of the discretion granted to the Planning Commission with this request because of the need for a rezone, the Planning Commission should forward a recommendation to the City Council based on its findings of compatibility with the Kaysville City General Plan and the purpose of the Planned Unit Development Overlay Zone.

COUNCIL OPTIONS: Approve the rezone. Deny the rezone. Table the request pending additional information.

RECOMMENDED OPTIONS: The Planning Commission held a public hearing for this item in June and voted unanimously to recommend approval of the proposed rezone to the R-1-LD zoning district.

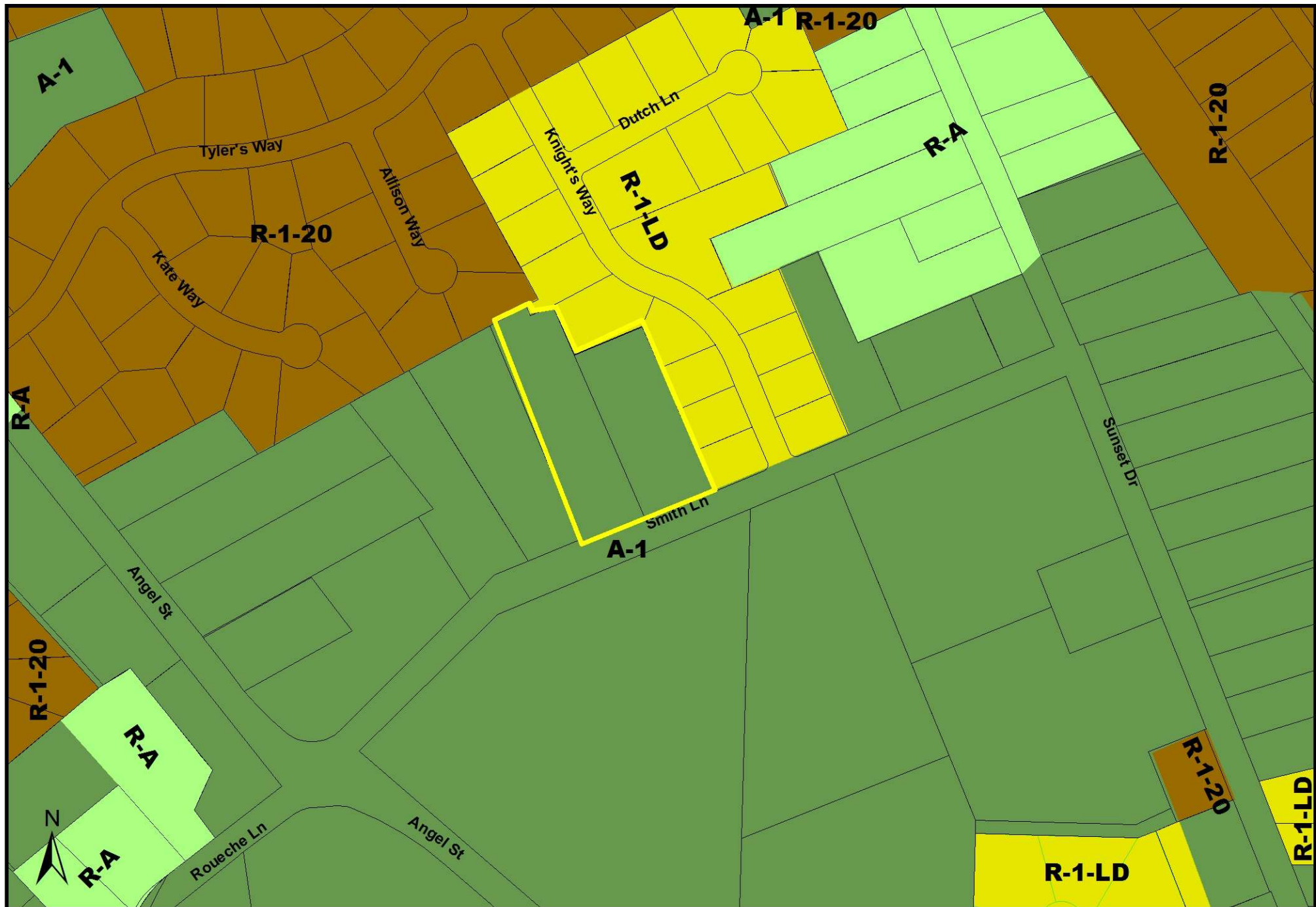
FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION: N/A

ATTACHMENTS: Location Map, Zoning Map, Concept Plat

Rezone of 1020 and 1034 West Smith Lane from A-1 to R-1-LD



Rezone of 1020 and 1034 West Smith Lane from A-1 to R-1-LD



YIELD PLAN
A WRIGHT DEVELOPMENT

OVERALL PROJECT SIZE: ~3.3 ACRES
6 LOTS, INCLUDING 2 EXISTING HOMES

GENERAL NOTES

1. THIS LAYOUT IS CONCEPTUAL ONLY AND SHOULD BE USED ONLY FOR PRELIMINARY BUDGETING AND PLANNING ONLY.
2. NOT BASED ON A SURVEY
3. OTHER EXISTING FEATURES SHOULD BE TAKEN INTO CONSIDERATION, SUCH AS AN EXISTING CONTOURS, LARGE TREES, AND STORM DRAINAGE CONNECTIONS.

YIELD LAYOUT

KAYSVILLE CITY, DAVIS COUNTY, UTAH



CURVE TABLE								
	CURVE	LENGTH	RADIUS	DELTA	TAN	CHORD	CHORD BEG	CHORD END
	C1	76.45	50.00	80°33'	43.33	69.60	N20°06'11"E	N20°06'11"E
	C2	80.33	50.00	91°46'28"	71.90	58.63	S69°33'49"E	S69°33'49"E
	C3	42.41	50.00	49°10'04"	22.87	41.60	S0°39'27"W	S0°39'27"W
	C4	42.91	50.00	49°10'04"	22.87	41.60	N48°30'37"W	N48°30'37"W
	C5	42.87	15.00	49°10'04"	6.86	12.46	N48°30'37"W	N48°30'37"W
	C7	12.87	15.00	49°10'04"	6.86	12.46	S0°39'27"W	S0°39'27"W
	C12	23.77	15.00	90°47'33"	15.21	21.07	N2°18'21"E	N2°18'21"E
	C13	23.95	15.00	89°12'27"	14.79	21.07	S68°31'48"E	S68°31'48"E

DESIGN: BN
DRAWN: BN
CHECKED: BN
DATE: 25-11

SHEET:

61

STAFF REPORT



COUNCIL MEETING DATE: July 19, 2018
ITEM NO.: 5b

TYPE OF ITEM: Action Item
PRESENTED BY:

SUBJECT/AGENDA TITLE: Resolution Authorizing Users to Access the Utah State Treasurer's Public Investment Account

EXECUTIVE SUMMARY:

The Utah State Treasurer is implementing a new online PTIF account management platform. The State now requires the City to adopt a resolution authorizing at least two individuals to make changes to the PTIF account such as:

- Add or delete users to access and/or transact with PTIF accounts.
- Add, delete, or make changes to the bank accounts tied to PTIF accounts.
- Open or close PTIF accounts.
- Complete any necessary forms in connection with such changes.

Council Options:

Recommended Options: **Approve Resolution**

Fiscal Impact & Fund Source for Recommended Action:

Attachments: Resolution

Utah State PTIF Certificate of Authorized Individuals

RESOLUTION NO.

A RESOLUTION AUTHORIZING USERS TO ACCESS THE UTAH STATE TREASURER'S PUBLIC INVESTMENT FUND ACCOUNTS.

WHEREAS, The Utah State Treasurer's Office has requested that each public entity provide a Certificate of Resolution authorizing individuals to access the Public Treasurers Investment Fund (PTIF).

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

1. The attached copy of Certification of Authorized Individuals for the Public Treasurer's Investment Fund [Exhibit A] is hereby issuing authority to the named individuals to act in behalf of Kaysville City for banking and investments.
2. This Resolution shall be effective upon adoption and shall remain in effect until repealed by another resolution authorizing different users to access the PTIF.

ADOPTED AND PASSED by the Kaysville City Council this 19th day of July 2018.

Katie Witt
Mayor

ATTEST:

Maria Devereux
City Recorder



Office of the
State Treasurer

Public Entity Resolution

1. Certification of Authorized Individuals

I, Mayor Katie Witt (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Kaysville City (Name of Legal Entity). Please list at least two individuals.

Name	Title	Email	Signature(s)
<u>Shayne Scott</u>	<u>City Manager</u>	<u>sscott@kaysvillecity.com</u>	<u>Shayne Scott</u>
<u>Dean Storey</u>	<u>Finance Director</u>	<u>dstorey@kaysvillecity.com</u>	<u>Dean A Storey</u>
<u>Cami Moss</u>	<u>Accountant</u>	<u>cmoss@kaysvillecity.com</u>	<u>Cami Moss</u>

The authority of the named individuals to act on behalf of Kaysville City (Name of Legal Entity) shall remain in full force and effect until written revocation from Kaysville City (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Mayor (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 19th day of July, 2018, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Signature	Date	Printed Name	Title

STATE OF UTAH)
COUNTY OF _____) §

Subscribed and sworn to me on this _____ day of _____, 20____, by _____ (Name), as _____ (Title) of _____ (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal) Signature _____

STAFF REPORT



COUNCIL MEETING DATE: July 14, 2018

ITEM NO.: 5c

TYPE OF ITEM: Action

PRESENTED BY: Shayne Scott, City Manager

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: Review the attached agreement and Move to accept this agreement as presented.
Review the attached agreement and Move to accept this agreement with suggested changes.
Remand the agreement back to staff with direction on changes and/or further direction.

Recommendation: At this time Staff recommends accepting the agreement as presented.

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. **Purpose.** 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. **Grant of License.** 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. **Term.** 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. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnatee**") 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 Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, 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 Indemnatee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnatee 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.

5. **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: 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

6. **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.

7. **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.

8. **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.

9. **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.

10. **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
July 12, 2018

I. Initial Term. Three years

II. License Conditions.

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

III. Products.

- a. External water service line warranty (initially, \$5.25 per month)
- b. External sewer/septic line warranty (initially, \$7.25 per month)
- c. Interior plumbing and drainage warranty (initially, \$9.49 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.

STAFF REPORT



MEETING DATE: July 19, 2018

ITEM NUMBER: 6a

TYPE OF ITEM: Consent Item

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Schick Farm Open Space Agreement

EXECUTIVE SUMMARY:

In 2005 the first phases of Schick Farm Cluster Subdivision, located at the west end of 200 north, were constructed. This work included the major portion of the required open space for the future phases. As a result of the downturn in the economy in the subsequent years the originally designed future phases were not built and the Development Agreement expired. This unfortunate chain of events left the residents of Schick Farm with a disproportionate amount of open space for the number of homes that were built.

The Schick Farm Home Owners Association (HOA) approached the City and offered to give the open space to the City if the City would leave it open and install certain improvements. These improvements are outlined in the attached draft agreement. Kaysville City Ordinance 17-34-7(k) provides for open space to be dedicated for public use.

COUNCIL OPTIONS:

Staff is asking for direction from the Council if this agreement should continue to be pursued and if the conditions are acceptable or need adjustment. The Council can direct staff to continue to negotiate this agreement and define any provisions they think are needed or the Council can determine that this type of agreement is not in the best interest of the City and should not be further negotiated.

RECOMMENDED OPTIONS:

Staff believes that there is merit to this agreement and recommends that Council give direction to continue to negotiate with the HOA and give direction as to the provisions to be included.

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION:

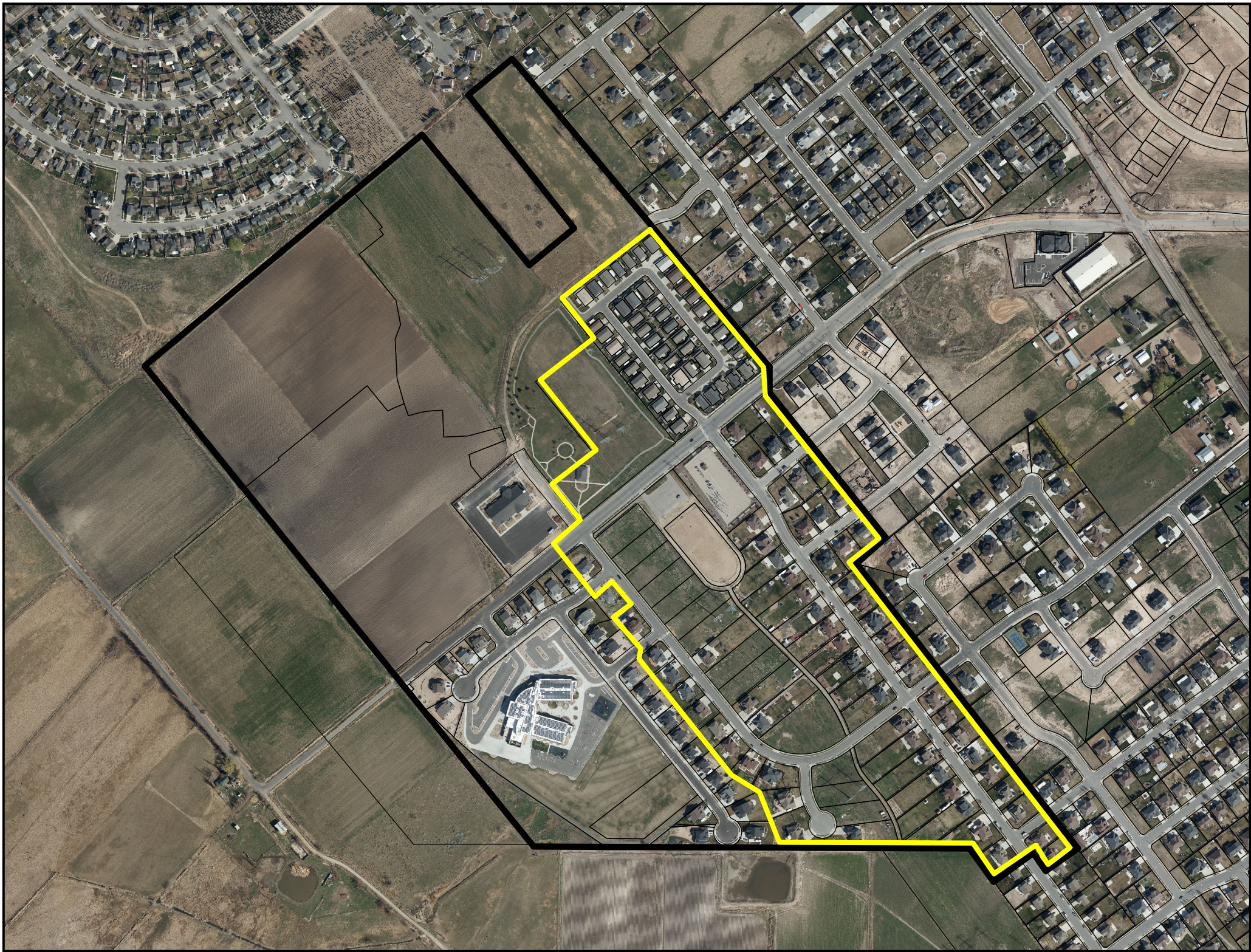
This agreement would give the City between 10 and 12 acres of park land at no cost for the property. The agreement does obligate the City to install, at the City's expense, certain improvements within certain time frames. While the cost of these improvements is not well defined at this time, it is expected that they would be a few hundred thousand dollars.

ATTACHMENTS:

Location Maps

Concept Plan

Draft Agreement



Open Space



Schick Farms Open Space Agreement

THIS SCHICK FARMS OPEN SPACE AGREEMENT is made and entered into this _____ day of July, 2018, by and between The Schick Farms Home Owners Association (Owners) and Kaysville City, a municipal corporation of the State of Utah (City) as follows:

RECITALS

- A) Schick Farms Cluster Subdivision Phases 1, 2 and 9 and Ashwood Estates Cluster Subdivision Phases 1 and 2 (Subdivision) were developed as an open space subdivision under Kaysville City ordinance and a development agreement.
- B) The development agreement expired due to lack of progress of the project and additional phases of this project were not developed as originally approved nor under the development agreement
- C) Approximately 9.7 acres of the 12.1 acres of the open space (Open Space) dedicated with the Subdivision is required by City Zoning ordinance to remain as open space.
- D) The Owners wish to see certain portions of the Open Space improved differently than currently exists and wish to divest themselves of other portions of the Open Space.
- E) The City is willing to accept the Open Space and incorporate such property into the City's public parks system.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions stated herein, and other good and valuable consideration, the Owners and the City agree as follows:

AGREEMENT

SECTION ONE: TRANSFER OF OWNERSHIP

The Owners will transfer ownership of the Open Space to the City.

SECTION TWO: MAINTAINANCE OF OPEN SPACE

The City will own and maintain the Open Space as a public park. Open Space will be maintained as needed to meet the requirements of City's zoning ordinance for open space subdivisions as it applies to phases the Subdivision.

SECTION THREE: USE OF OPEN SPACE

City will not use the Open Space for City sponsored league competition nor approve other organized league use.

SECTION FOUR: DEVELOPMENT OF OPEN SPACE

City will develop the Open Space area south of 200 North in general compliance with the concept plan shown as exhibit A, including such amenities as tennis/pickleball courts, basketball courts, and pavilions and benches, said improvements will be located away from the perimeter

of the Open Space. Any lighting will be directed away from the adjacent houses. Improvements to be installed within 5 years of the date of this agreement.

City will develop the Open Space area north of 200 North Street as a passive park which may include such features as grass, ponds, wetlands, pavilions, benches, and walking trails.

SECTION FIVE: INDEMNIFICATION

City and Owners shall each be responsible for conducting their respective activities provided for and contemplated herein. Each party agrees to indemnify and hold the other party harmless from any claim, injury, or damages arising out of, or connected with the actions or omissions of any third party in connection with any activity contemplated by this agreement.

SECTION SIX: ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION SEVEN: WRITTEN MODIFICATION

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

SECTION EIGHT: ATTORNEY'S FEES

In the event either party shall bring suit to compel performance of or to recover for breach of any covenant, agreement, or condition contained in this Agreement, the prevailing party shall be entitled to recover from the other party costs and reasonable attorney's fees.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Kaysville City, Davis County, State of Utah, the day and year hereinabove stated.

STAFF REPORT



COUNCIL MEETING DATE: July 19, 2018

ITEM NO.: 6b

TYPE OF ITEM: Work

PRESENTED BY: Mayor Katie Witt

SUBJECT/AGENDA TITLE: Parking Pass Discussion

EXECUTIVE SUMMARY:

It has been one year since increased enforcement, signage changes, and parking passes were implemented on streets fronting residences around Davis High School. Passes were created and purchased by area residents and those without passes were ticketed. Effort was made to charge enough in the passes and tickets to justify the expense of the time officers spend enforcing the parking violations, creation of the passes, administration of the passes and the tickets, and providing for an appeal process.

Council Options: Discuss this item and ensure that the program is working as is. Make suggestions for any possible tweaks to enhance the program.

Recommendation: At this time Staff recommends keeping this program the same.

Fiscal Impact & Fund Source for Recommended Action: This project has some fiscal impact on the time of city staff including Community Development, Administration, and Police.

Attachments: None

STAFF REPORT



COUNCIL MEETING DATE: July 19, 2018

ITEM NO.: 6c

TYPE OF ITEM: Work

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Potential Land Lease with Rock Structures

EXECUTIVE SUMMARY:

Back in February the Kaysville City Council agreed to lease land around the Ops Center after an open process that resulted in applications by two parties. It was discussed and decided at that time that both parties could be accommodated on the available land. One of those two parties that owned and operated a Halloween Event company has backed out on that lease opportunity.

Another company with whom the Halloween Company is affiliated has asked to step into their place. After conferring with Nic Mills and other Department Heads that are impacted by decisions made at the Ops Center property, City Staff recommend that we entertain this offer but do so in conjunction with other offers we may receive after another open process.

Because the previous process was just a few months ago, if the City Council would be interested in entertaining additional offers, City Staff would recommend we follow a similar model of advertising and for a similar amount of time as we did previously.

Council Options: Instruct staff to proceed with the open process and lease opportunity as presented
Instruct staff to proceed to directly negotiate with the interested party
Decline the request to further lease out the land in question.

Recommendation: At this time Staff recommends proceeding with an open process and lease opportunity to the best applicant as judged by the City Council at a later date.

Fiscal Impact & Fund Source for Recommended Action: This project should have no direct fiscal impact on Kaysville City until a lease is in place after which time payment would be made to the City.

Attachments: No additional attachments at this time
