



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, September 6, 2018, starting at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

CITY COUNCIL MEETING – 7:00 PM

1. OPENING
 - a. Mayor Katie Witt
2. RECOGNITIONS AND PRESENTATIONS
 - a. Daughters of the Utah Pioneers. – Fay Croxford, President
 - b. Swearing-In of new Police Department Officers.
 - c. Recognition of the Hornaday Silver Medal Winner, Ashton Goodsell.
 - d. Suicide Prevention Proclamation.
 - e. Parks and Recreation Report. – Cole Stephens, Director (15 Minutes)
3. DECLARATIONS OF CONFLICTS OF INTEREST
4. CONSENT ITEMS
 - a. Minutes from June 7, 2018.
 - b. Minutes from June 21, 2018.
 - c. Minutes from June 26, 2018.
 - d. Minutes from July 19, 2018.
 - e. Authorizing Hunting in West Kaysville.
 - f. Authorizing a Lease Agreement with Rock Structures for the Lease of City Property for Storage of Inventory at Approximately 345 So. Desert Drive.
 - g. Radio Purchase for Kaysville Police Department.
 - h. Acceptance of Improvements for Apple Blossom Subdivision located at approximately 64 South Angel Street.
 - i. Power Dept. Material Purchase , Okonite Wire.
 - j. Power Dept. Material Purchase, Substation Reclosers & Relay.
5. ACTION ITEMS
 - a. Leasing Policy Resolution. (RES. 18-8-2)
 - b. Review of an Ordinance Amending Section 16-1-4, Licenses Required of Chapter 16-1, Administration of Title 16, Licensing Control and Regulation of Business of the Revised Ordinances of Kaysville City Providing for Repealer; Providing for Severability; and Providing for an Effective Date.
 - c. Purchase of Fire Rescue/Engine Apparatus and Approval of Capital Equipment Lease Financing.

6. WORK ITEMS

- a. Power Commission Items.
 - Discussion of Commercial Generation Agreements.
 - A Resolution Amending the Kaysville City Consolidated Fee Schedule Related to Application Fees and credits Applicable to Renewable Energy (Solar) Generation Customers. (RES. 18-9-1)
- b. Schick Farms Open Space Agreement Discussion.
- c. Library Building Discussion.
- d. Liability and Property Insurance Discussion.
- e. Economic Development Incentive Plan.

2. CALL TO THE PUBLIC

3. COUNCIL MEMBER REPORTS

4. 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 September 4, 2018.

Maria T. Devereux

Maria T. Devereux/City Recorder

PROCLAMATION

*Suicide Awareness & Prevention Month
September 2018*

WHEREAS, September is designated as National Suicide Prevention Awareness Month and is intended to promote awareness about suicide and to reduce the stigma around this topic; and
WHEREAS, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion or background; and
WHEREAS, suicide claimed 44,965 American lives in the United States in 2017; and
WHEREAS, one Utah resident dies by suicide every 14 hours; and
WHEREAS, suicide is the leading cause of death of youth and young adults aged 10-24 in Utah; and
WHEREAS, suicide claimed 55 Davis County lives in 2016; and
WHEREAS, each death by suicide directly impacts family members, friends, loved ones and by extension the entire community; and
WHEREAS, suicide is a preventable public health issue that requires collaboration from all facets of our community to raise awareness, reduce stigma, and provide education about suicide warning signs, and how to help those who are struggling; and
WHEREAS, public awareness of suicide and reducing stigma about suicide is imperative to preventing further loss of life; and
WHEREAS, Davis County Health Department, in collaboration with over 50 community partners, has identified suicide as a priority health issue in its Community Health Improvement Plan; and
WHEREAS, the Health Department is collaborating with other community organizations on the Davis HELPS coalition and is working to eliminate the stigma of suicide, educate the community about the warning signs of suicide and ultimately reduce the number of deaths by suicide in Davis County; and
WHEREAS, suicide prevention in our community should not only be an annual observance, but a call to action to change the way our community discusses, perceives and reacts to suicide in our community; NOW THEREFORE,
BE IT PROCLAIMED, by Katie Witt and all members of the Kaysville City Council on this ____ Day of September, 2018, that September 2018 be declared Suicide Prevention and Awareness Month throughout Kaysville City, Utah.



Katie Witt, Mayor



Kaysville Parks and Recreation

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Department Report September 6, 2018

Kaysville City Cemetery

22.5 Acres
Est 1865



Cemetery

- Five Year Interment History
 - FY 14 = **144**
 - FY 15 = **138**
 - FY 16 = **132**
 - FY 17 = **143**
 - FY 18 = **147**
- Old Sections Plats A, B, C, D and E are technically sold out
- New Sections Plat F, G, H, and I (Plat F opened in 2009 Plat G opened 2012)
- At our current pace we will be sold out of spaces in 15 to 20 years
- FY 19 budget approved for new FTE position Parks - Cemetery Sexton

Parks



Pioneer Park Playground spring 2019

Parks

- **158.29** acres developed Parks and Public Properties maintained
- **202.57** acres undeveloped Parks and Public Properties maintained
 - 140 acres of this is the East Mountain Wilderness Park with 5 single night camp sites
- Approximately 10 miles of trails
- 13 playgrounds and 1 splash pad
- 2 Tennis Courts - 8 Pickleball Courts (4 with lights)
- 9 Restroom facilities
- Gailey Park is the oldest park – 1976 Pioneer Park will be the newest park in spring of 2019
- 2,042 trees maintained on Parks and Public Properties – 20 Years as a “Tree City USA”

Parks – Pavilion and Campsite Reservations

Facilities Usage Report 2018					
Location	Facility	Bookings 2017	Total Revenue 2017	Bookings to Date 2018	Total Revenue 2018
Angel Street	Pavilion	23	\$1,515	15	
Barnes Park	Pavilion 1	74	\$4,215	67	
Barnes Park	Pavilion 2	71	\$4,020	63	
Barnes Park	Pavilion 3	13	\$840	17	
Barnes Park	Pavilion 4	22	\$825	17	
Barnes Park	Pavilion 5	25	\$975	22	
Gailey Park	Pavilion 1	25	\$1,365	26	
Gailey Park	Pavilion 2	12	\$405	10	
Heritage Park	Pavilion	56	\$3,090	63	
Ponds Park	Pavilion	12	\$375	13	
TOTALS		333	\$17,625	313	
Barnes Park	Sand Volleyball C	16	\$630	18	
Barnes Park	Pickleball Ct. 1	NA		16	
Barnes Park	Pickleball Ct. 2	NA		12	
TOTALS		16		46	
Wilderness Park	Cook Campsite	35		31	
Wilderness Park	Howard Campsite	39		22	
Wilderness Park	Johnson Campsite	37		19	
Wilderness Park	Roundy Campsite	31		18	
Wilderness Park	Hyatt Campsite	Not Online		25	
TOTALS		142		115	
OVERALL		491	\$18,255	474	

Recreation



Barnes Park – North Football Field October 2017

Recreation

- Programs Offered – Fall 2017 to Fall 2018
 - Programs accommodate ages 3 years old to seniors
 - 18 youth and athletic programs
 - Largest program is soccer with 2,341 participants
 - 8 adult classes and programs
 - Largest program is softball with 864 participants
 - 4 arts and music programs
 - 5 science and education programs
 - Serve over 6,400 participants in Big 5 programs (does not include summer programs or misc programs)
- Kaysville Parks and Recreation schedules over 4,731 games per year
- Employ over 100 youth staff (scorekeepers, referees, site supervisors, etc)

Community Events

- Daddy Daughter Dance
- Easter Egg Hunt
- Arbor Day Program
- Memorial Day Observance Program
- Summer Nights Live
- July 4th Celebration
- Parkinsons Bike Rally in partnership with UofU
- Miss Kaysville Pageant
- Cool Cars, Cold Cones
- Veteran's Day Program and Lunch
- Kaysville Gives and Lighting of Main

Facilities

- Old Library building – age of facility 74 years, built in 1944
- Recreation Building – age of facility 50 years, built in 1968
Served as the Fire Station until 2000
- Municipal Center – age of facility 32 years, built in 1986
- Operation Center – age of facility 26 years, built in 1992
- Fire Station – age of facility 18 years, built in 2000
- Police Station – age of facility 4 years, built 2014

Volunteers 2018

- Recreation Program Coaches and other volunteers
 - 28,800 hours (est)
- Community Event Volunteers
 - 4,500 hours (est)
- Eagle / Community Service Project
 - 2,100 hours (est)
- Total estimated volunteer hours for 2018 is 35,400

The Independent Sector announced that the 2015 estimate for the value of a volunteer hour is \$23.56

Department Challenges

■ Facilities

■ Aging HVAC systems

- Example = HVAC system at the Municipal Center is original to the building (1986)

■ Roof issues (age, leaks, etc)

■ Departmental spacial needs

■ Building updates and repairs

- Carpets, fixtures, general repairs and remodels, etc.

■ Parks

■ Staffing needs with increased acreage

■ Funding for maintenance / replacement of aging amenities

■ Funding for playground replacements

- Average life span of a playground is 20 years, we have 13 playgrounds. Budget should include a replacement every other year.

■ Recreation

■ Gym Facilities

- In 2017 we had to change the format of 4 divisions of Jr Jazz Basketball to accommodate lack of gym space.
- Current year – Cancelled 2019 Men's basketball league (league history 2009-2018) due to lack of gym space. Telling past participants they will need to go to Farmington City.
- Current year Jr Jazz – may have to cancel upper age group leagues due to lack of gym space. (We will know for certain in the next two weeks)
- DSD is scheduling gym space online – Over half of our requests denied to date.

■ Fields – space for growth

■ Officials

- Quote from The Today Show *“Youth game referees across the nation are packing up their whistles and going home in response to increased instances of verbal and even physical abuse from volatile parents and coaches. The shrinking pool of officials has become a national crisis that threatens to alter the landscape of youth sports as leagues scramble to find enough referees to hold games.”*

■ Sportmanship

■ Wait Lists

- Fall 2017 – Fall 2018: 494 participants on wait lists.

Questions?



KAYSVILLE CITY COUNCIL

Meeting Minutes

DRAFT JUNE 7 2018

Meeting minutes of a regular City Council meeting on June 7, 2018 at 6:15 p.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 Hansen, Council Member Garn.

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, City Recorder Maria Devereux, City Attorney Nic Mills, Parks and Recreation Director Cole Stephens, Margaret Brough, Brigg Lewis, H. Lynn Galbraith, Randi Von Bose, Alan W Auger, Seth Faerber, Kathy Kay Brewer, Jacquie Jones, Rick Jones, Bruce Rigby, Sol Oberg.

CITY COUNCIL MEETING

PUBLIC HEARINGS

KAYSVILLE CITY COUNCIL BUDGET HEARING FISCAL YEAR 2019 – ENTERPRISE FUNDS INTER-FUND SERVICES AND TRANSFERS.

Dean Storey, Finance Director, gave an overview of enterprise funds, and inter-fund services and transfers.

Mayor Witt explained that a letter was distributed to the public, and a video was placed on the website with more explanation of inter-fund services and transfers. She explained this as a more economical and efficient process.

Public Comment

Lynn Galbraith stated that he had concerns with intermingling of funds. He stated that if there are extra resources, extra funds, they should go back to the residents.

Margaret Brough explained that per Proposition 5, the City should leave funds alone. She stated the need for transparency and an open auditing platform.

KAYSVILLE CITY COUNCIL BUDGET HEARING FISCAL YEAR 2019

Dean Storey, Finance Director, explained the two items and advised approval was needed; Amendments to the Kaysville City Fiscal Year 2018 Budgets and Consideration of the Kaysville City Fiscal Year 2019 Budgets. He noted that the tentative budgets have been adopted and are available for public inspection at the City Office building (23 East Center St.) during regular business hours.

Council Member Barber made a motion to close the Budget Hearing, second by Council Member Hansen and was unanimous.

KAYSVILLE CITY COUNCIL PUBLIC HEARING

THE ADJUSTMENT OF A COMMON MUNICIPAL BOUNDARY WITH LAYTON CITY TO REMOVE APPROXIMATELY 0.005 ACRES OF PROPERTY AT APPROXIMATELY 166 WEST MUTTON HOLLOW ROAD FROM KAYSVILLE CITY AND ANNEX IT INTO LAYTON CITY

Andy Thompson noted that the property owner Eric Martz needs a few additional feet of property and explained it is a minimal piece of property. He advised there is no impact to the City. He 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.

No Public Comment.

Mayor Witt closed the Public Hearing at 6:55 pm.

CITY COUNCIL MEETING

CONSENT ITEMS

Mayor Witt called for a vote on the Consent Item: Irrigation Material Purchase – State Contract.

Shayne Scott explained that in the November 16, 2017 City Council Meeting the City Council approved the construction of Pioneer Park. Part of that approval for the park included the cost of irrigation and landscaping. He noted that we are now at the phase of the project where we need to begin the installation of the irrigation system. The City has received bids for the irrigation materials from three State Contract vendors. The bids are for parts and materials only. The city staff will self-perform the install of the irrigation system. The bids came in lower than what was previously estimated.

Council Member Garn made a motion to approve the consent agenda, 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 passes unanimously.

DISCLOSURE OF CONFLICT OF INTEREST

Council Member Adams disclosed that he has friends that are presenting on various action items.

ACTION ITEMS

THE ADJUSTMENT OF A COMMON MUNICIPAL BOUNDARY WITH LAYTON CITY TO REMOVE APPROXIMATELY 0.005 ACRES OF PROPERTY AT APPROXIMATELY 166 WEST MUTTON HOLLOW ROAD FROM KAYSVILLE CITY AND ANNEX IT INTO LAYTON CITY.

Andy Thompson, City Engineer, 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.

He believes that 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. At the beginning of May the City Council passed a Resolution of Intent to Consider the Boundary Adjustment. Since that time the required notice has been mailed, posted, and published for the public hearing and consideration of the ordinance. As of the date of this report staff has not been made aware of any objections from affected entities regarding the proposed changes. Layton City has been going through a similar process for consideration of the Boundary Line Adjustment.

Council Member Page made a motion to approve Ordinance 18-6-1, approving the adjustment of a common municipal boundary with Layton City to remove approximately 0.005 acres of property at approximately 166 West Mutton Hollow Rd from Kaysville City and annex it into Layton City, 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 passes unanimously.

**PRELIMINARY PLAT APPROVAL FOR SHADYBROOK SUBDIVISION LOT 4 AMENDED
CONSISTING OF 4 LOTS AT APPROXIMATELY 600 NORTH HILL FARMS LANE.**

Andy Thompson, City Engineer, explained that the applicants desire to subdivide their property at the above listed address for the purpose of creating three additional building lots. The property is just under 4 acres in size and includes 1 home on the western portion of the lot. The request is to extend the stub street from the south and complete the cul-de-sac with the new lots having access off of the new street. The new lots range in size from 20,019 square feet to 31,431 square feet and the remaining lot with the existing home will be on a lot of almost two acres. He noted that this property was preliminarily platted with the original Hill Farms Subdivision and included three new lots in a slightly different configuration than currently requested. This plat meets the requirements of the R-1-20 zone, and leaves Hill Farms in compliance as well.

Council Member Adams asked for additional information from Andy Thompson in regard to this subdivision.

Council Member Garn made a motion to approve the preliminary plat for Shadybrook Subdivision Lot 4 amended consisting of 4 lots at approximately 600 North Hill Farms Lane, second by Council Member Page.

Council Member Adams made a substitute motion to table the item for two weeks to look at additional data. There was no second to the motion.

Council Member Barber noted that even with removal of open space that zoning requirements didn't change, they are still within City guidelines.

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 passes four to one.

REZONE OF 1.1 ACRES OF PROPERTY AT 1915 SOUTH SHEPARD LANE FROM A-5 (HEAVY AGRICULTURE) TO THE R-1-20 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT.

Andy Thompson explained that the Brewer family's property is on the corner of Sunset Drive and Shepard Lane. The rezone request is for the eastern panhandle portion of the property which consists of just over an acre. The subject property includes some A-1 zoning, but is adjacent to the R-1-20 district to the North and East. There is more A-5 property to the southwest which is controlled by the Central Davis Sewer District. The A-5 zoning district is for large farm properties of 5 acres or larger. The applicant's home, while on the same property, is actually located in the A-1 zoning district and would remain on 2 acres in compliance with the existing zoning district. The requested zoning would accommodate potential future development where the subject property could not develop under the existing zoning district.

Council Member Hansen noted that he lives close to this area and asked if it is a water shed area.

Andy Thompson stated yes, there is a stream running through the property.

Council Member Barber made a motion to approve the rezone of 1.1 acres of property at 1915 South Shepard Lane from A-5 (Heavy Agriculture) to the R-1-20 (Single Family Residential) zoning district, 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 passes unanimously.

APPROVAL OF THE CARBON FREE POWER PROJECT. (RES. 18-6-01)

Shayne Scott, City Manager, explained that Kaysville City has been discussing the CFPP (Carbon Free Power Project) also known as SMRs or Small Modular Reactors for a few years now. This is UAMPS latest project proposal for resource and is targeted at those coal resources that have gone or are slowly going away as options for UAMPS cities. He noted that some of the City Council have heard about this project before. This new technology is very safe with no carbon emissions but is in the early stages of licensing. The Department of Energy is very involved in this project. They are funding 50% of the cost to develop this new technology.

Council Member Hansen asked for clarification of the \$10,000 fee and if it were ongoing.

Shayne Scott noted that City staff are recommending that Kaysville's participation level be 1MW at this time. There will be more opportunities to increase our share later if we desire.

The power commission has approved this level of participation. He clarified that the fee of \$10,000 is a one-time fee and that transparency is paramount.

Bruce Rigby explained that if the project fails, up to 6M is completely reimbursable.

Council Member Hansen made a motion to approve the Carbon Free Power Project, second by Council Member Garn.

The vote on the motion was as follows:

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

The motion passes unanimously.

APPROVAL OF NET METERING AGREEMENTS

GRANDFATHERED NET METERING AGREEMENT (MONTHLY CREDIT/PAYMENT) AND THE NEW NET METERING AGREEMENT (PRODUCTION EQUAL TO CONSUMPTION).

Shayne Scott gave an overview of the Net Metering Agreements. He explained that since updating the Kaysville City New Metering Agreement earlier this year, City Staff have come across a few areas where we would like to be more productive in the administration of this agreement. The proposal is for two specific changes to the Net Metering Agreement.

The first change to the agreement implemented on January 1, 2018 is that the Net Metering customer cannot produce more kWhs than they consume during the calendar year. If they are paid for more kWhs than they consume during the year, they will have to pay Kaysville City Power and Light back over the following 6 months. This is to encourage them not to overbuild their systems.

The second suggested change would be to the old Net Metering agreement (all grandfathered solar customers). We would like to pay them each month for their over production (instead of waiting until the end of the year to pay them). This would save the billing staff a lot of time each month. Currently all calculations are done by hand to calculate approximate 200 bills each month in this grandfathered status. This change would eliminate the need to hand calculate those bills. The current billing system could do all of them.

Bruce Rigby explained that the Power Commission has voted in favor of making these two changes and Nic Mills has reviewed the attached agreements with the suggested changes

Council Member Garn made a motion to approve the Net Metering Agreement modifications (both Agreements), 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 passes unanimously.

HUMAN RESOURCE MANUAL ADOPTION

Shayne Scott, City Manager, believes that this manual has been vetted and is excited about the outcome. He explained that he will hold a meeting with staff in regard to this manual. He explained that policies throughout the manual have been updated, such as, with travel, rates, and the drug use policy. He explained that there are no significant changes but more details have been documented.

Council Member Page stated that it is important to put responsibilities in writing with liability, discipline, and praised the transparency of the document.

Council Member Page made a motion to adopt the Human Resource Manual, second by Council Member Garn.

The vote on the motion was as follows:

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

The motion passes unanimously.

WORK ITEMS

BUDGET DISCUSSION

Shayne Scott, City Manager, reviewed budget items and discussed Fire Dept. uniforms, proposal of a Salt Storage Shed for Public Works, plans for the old library and Truth and Taxation in August. He asked for direction from the Council.

Council Member Garn noted that the Salt Storage building is a necessity and a requirement for the City.

Shayne Scott noted that Salt Storage building is costly but will be long term solution and is necessary.

Council Member Hansen stated that he is in favor of Truth and Taxation based on an annual review.

Council Member Adams stated that the fire truck still viable and doesn't see a need for replacement at this time.

Mayor Witt noted that the tentative budget will be discussed at next meeting, she encouraged the council to talk to other council members and Dept. Managers and discuss budget items beforehand.

ECONOMIC DEVELOPMENT PLAN

Shayne Scott gave an overview of the need for an Economic Development Plan. He explained that over the past few months the Kaysville City Council has had some discussion about the role of the staff and the role of the City Council when it comes to Economic Development. Although Economic Development decisions have been made by both Staff and Council over the previous decades in Kaysville, currently, Kaysville City has no written Economic Development standards. He noted that Staff has reached out to other Davis County cities for examples of Economic Development Plans or Standards and all of those cities that responded indicated that they do not currently have an Economic Development Plan.

Feedback received about why no plans are in place indicated that because Economic Development activities are constantly changing and because of the malleable nature of Economic Development in general, a plan can be problematic. Staff would recommend an Economic Development Policy in the form of a Resolution that would address issues surrounding Economic Development in Kaysville.

Council Member Garn noted that he supports incentives going to businesses.

Mayor Witt stated that she would like to discuss parameters and set general guidelines.

Shayne Scott noted that he will review this matter with staff and continue the discussion.

PUBLIC COMMENT

Randy Von Bose feels that community wants good service, good roads, and expressed that a balance needed.

COUNCIL MEMBER REPORTS

Council Member Page discussed a workshop on land use on the 24th of August, in Kaysville.

Council Member Barber explained that she is working with the new Youth City Council.

Council Member Hansen announced that he is resigning at the end of July.

Mayor Witt noted that the City will accept letters of interest for the vacancy.

Mayor Witt expressed appreciation for Council Member Hansen's service to the community.

CLOSED MEETING

Council Member Hansen made a motion to enter into closed session at 9:22pm with a 10 minute break, second by Council Member Page and passed unanimously.

Council Member Hansen made a motion to adjourn the closed session, second by Council Member Page and passed unanimously.

ADJOURNMENT

Council Member Barber made a motion to adjourn the meeting at 10:55 pm, second by Council Member Garn. The motion passed unanimously.

Maria Devereux/City Recorder



KAYSVILLE CITY COUNCIL

DRAFT

Meeting Minutes

JUNE 21, 2018

Meeting Minutes of the June 21, 2018 Kaysville City Council Meeting.

Present: Mayor Witt, Council Member Barber, Council Member Page, Council Member Hansen, Council Member Garn (via telecom) and Council Member Adams (excused)

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, Chief Sol Oberg, Finance Director Dean Storey, City Attorney Nicholas Mills, Power Dept. Resource Manager Bruce Rigby, Andre Lortz, Rick Smith, Wilf Sommerkorn, Randi von Bose, Payton Hampton, Dennis Lyon, Zoe Rogich, and Dan Adams.

CITY COUNCIL MEETING

KAYSVILLE POWER RESOURCE PRESENTATION

Jackie Coombs, UAMPS, gave an overview of UAMPS, its purpose, projects and affiliation with Kaysville City. Jackie Coombs invited the council to the annual conference in Salt Lake City.

Council Member Barber asked about energy efficiency programs.

Jackie Coombs stated that the UAMPS website can provide information and statistics, as well as explain how the automated meters connect and assist residents.

Mayor Witt thanked Jackie Coombs for her presentation.

KAYSVILLE CITY REDEVELOPMENT AGENCY BOARD MEETING

ADOPTION OF A RESOLUTION ADOPTING THE BUDGET FOR THE KAYSVILLE CITY AGENCY FOR THE FISCAL YEAR 2019. (RES. 18-6-02)

Dean Storey, Finance Director, explained revenues and expenditures, property tax increments, professional services, and inter-fund loan payments in relation to the Redevelopment Agency budget.

Committee Member Page made a motion to approve Resolution 18-6-02, second by Committee Member Hansen.

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

The motion passes unanimously.

Committee Member Barber made a motion to close the meeting, second by Committee Member Page.

KAYSVILLE CITY MUNICIPAL BUILDING AUTHORITY BOARD

ADOPTION OF A RESOLUTION AMENDING THE BUDGET FOR THE KAYSVILLE CITY MUNICIPAL BUILDING AUTHORITY FOR FISCAL YEAR 2018. (RES. 18-6-03)

Dean Storey, Finance Director, explained the Municipal Building Authority of Kaysville City established a budget for the purpose of accounting for expenditures related to the Municipal Building Authority and now desires to amend the FY 2018 Budget.

Committee Member Barber made a motion to adopt the resolution to amend the Budget for the Kaysville City Municipal Building Authority for FY 2018, second by Committee Member Page.

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

The motion passed unanimously.

ADOPTION OF A RESOLUTION ADOPTING THE BUDGET FOR THE KAYSVILLE CITY MUNICIPAL BUILDING AUTHORITY FOR THE FISCAL YEAR 2019. (RES. 18-6-04)

Dean Storey, Finance Director, explained that 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 for FY 2019.

Committee Member Page made a motion to adopt the budget for the Kaysville City Municipal Building Authority for the FY 2019, Res 18-6-4, second by Committee Member Hansen.

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

The motion passed unanimously.

CITY COUNCIL MEETING

RECOGNITIONS AND PRESENTATIONS

DAVIS AND WEBER CANAL COMPANY

Rick Smith, Director, gave an explanation of water conservation and the outlook for Davis/Weber Counties and noted that the Davis and Weber Canal Company partnered with Kaysville City in 1989. He encourages cities to be water wise and to educate others that secondary water is also a limited resource.

Mayor Witt thanked Rick Smith for his presentation.

DECLARATIONS OF CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

Mayor Witt asked for a vote on the Consent Items.

The consent items are as follows:

- 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.

Council Member Page made a motion to accept the consent items with exception of the May 3rd Minutes which were previously approved, second by Council Member Barber.

The vote on the motion was as follows:

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

The motion passed unanimously.

ACTION ITEMS

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)

Shayne Scott, City Manager, noted that this fee schedule is updated each year.

Council Member Hansen asked about fee schedule and for further discussion and clarification of the new road fee at the next meeting.

Council Member garn made a motion to adopt the Kaysville City modified tentative budgets for FY 2019 and the adoption of the Kaysville City Consolidated Fee Schedule, second by Council Member Page.

Garn noted that with regard to the road fee schedule, he feels that the road user fee should pertain to all.

Council Member Page explained that this road fee has been well vetted but since the City has made a commitment to the citizens he is happy that this will be reviewed annually.

Council Member Hansen made a substitute motion to adopt a budget and fee schedule in addition to a church and school portion. The motion fails for lack of a second.

Council Member Hansen noted that he is in favor of purchase of a new fire truck.

Mayor Witt recommended August 7th for the truth and taxation hearing since it allows time for proper notice and publication in the paper.

The vote on the motion was as follows:

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

The motion passed unanimously.

AUTHORIZING THE ACQUISITION OF A TEMPORARY CONSTRUCTION EASEMENT - BRETT AND REBECCA BASS. (RES. 18-6-06)

Nic Mills, City Attorney, explained that he has been working with Bret and Rebecca Bass. He noted that City staff have been in communications with the Bass family and ensures that the City can finish the project on the Bass property and will allow an easement.

Council Member barber a motion to authorize the acquisition of a temporary construction easement Res. 18-6-06, second by Council Member Page.

The vote on the motion was as follows:

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

The motion passed unanimously.

WORK ITEMS

OLD LIBRARY UPDATE – LANGDON GROUP

Dana Danes with the Langdon group explained that the community open house, at the Old Library, was beneficial. She explained the many sentiments and desires of the community, such as a strong desire to uphold history and to find a community gathering space. Conflict around the library... more of a desire to protect and maintain culture, community and heritage. She explained the next steps are having objective data, engage with community/communication, and establish trust and relationships.

Council Member Garn commended the Langdon group for their good communication.

Mayor Witt explained that she enjoys the open house, the community events, and likes the idea of having many ways to access information.

Council Member Barber encouraged all residents to speak up and reach out to the Council and Langdon group.

SERVICE LINE WARRANTY PROGRAM

Shayne Scott introduced Dennis Lyon, with the Service Line Warranty company who provides insurance to our residents.

Dennis Lyon noted that this warranty program is a national service line program and is the only warranty program that is endorsed by the National Leagues of Cities and Towns. He provided an overview of the insurance and the coverage.

Council Member Page made a motion to move to the action item agenda at the next meeting, second by Council Member Hansen

The vote on the motion was as follows:

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

The motion passed unanimously.

CALL TO THE PUBLIC

No one signed up to speak.

COUNCIL MEMBER REPORTS

Council Member Barber reminded the public of the 4th of July event, Red White and Boom. Mayor Witt explained the Council Vacancy and noted that there are 11 applicants. She explained the interview process and noted that the person will not be sworn in until July 20, 2018.

ADJOURNMENT

Council Member Hansen made a motion to adjourn at 8:57pm, second by Council Member Page.



KAYSVILLE CITY COUNCIL

DRAFT

Meeting Minutes

JUNE 26, 2018

Meeting Minutes of the June 26, 2018 Kaysville City Council Special Meeting.

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

Others present: City Manager Shayne Scott, Chief Sol Oberg, IT Manager Ryan Judd, City Recorder Maria Devereux, Tammy Wursten, Michael Jones, Joyce Barton, Becky Ginos, Mike Barton, Sandra DeCaire, Sara Hampton, Alexa Tran, Ryan Tran, Ly Tran, Carole Walker, Ramona Porter, renee billings, Luke Barber, Jennifer Decou, Jared Pusey, Charles Von Bose, Cara Lortz, Arica Lortz, and Kyle Lortz.

CITY COUNCIL MEETING

Mayor Witt explained that due to Council Member Hansen resigning, a special meeting is being held to fill the vacant Council seat. She welcomed the applicants in attendance: Stroh DeCaire, Randi Von Bose, Jacob Wood, Cameron Garner, Andre Lortz, Greg Frank, Steve Savage, Dean Wall, Payton Hampton, Quan Nguyen and Tamara Tran.

The City Council asked the applicants three rounds of questions pertaining to the City in regard to Power, Infrastructure, Finance, Planning and Zoning, the community and communication.

Mayor Witt explained the silent voting process. Blank ballots were given to each Council Member, they are to write a name on the ballot, fold it, and hand it back in.

Maria Devereux, City Recorder, tallied the votes.

After the initial vote, the top candidates were Tamara Tran (3), Greg Frank (1), Stroh DeCaire (3), and Andre Lortz (1).

Council Members voted again between the top two candidates, Tamara Tran and Stroh DeCaire.

The top candidate for the second and final round was Stroh DeCaire with three votes and Tamara Tran with one vote.

Mayor Witt thanked the candidates for their willingness to be involved with their community. She welcomed Stroh DeCaire to the City Council.

Maria Devereux/City Recorder



**KAYSVILLE CITY COUNCIL
DRAFT
Meeting Minutes**

JULY 19, 2018

Meeting Minutes of the July 19, 2018 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, Chief Sol Oberg, Stroh DeCaire, Randi Von Bose, Tony Coombs, Jennifer Goodfellow, Deborah Memmott, Tamara Tran, Linda Gardner, Levier Gardner, and Jennifer Keeler.

CITY COUNCIL MEETING

PRESENTATION – HOUSING GAP COALITION

Brynn Mortenson gave an overview of the Housing Gap Coalition (Salt Lake Chamber) and explained their next steps creating a campaign to inform the public about the crucial issue of housing affordability.

CITY COUNCIL MEETING

Council Member Garn opened the meeting.

Mayor Witt presented an award to Council Member Hansen and wished him well on his future endeavors. She explained that Council Member Hansen was stepping down due to work obligations.

FIRE DEPARTMENT REPORT

Chief Erickson gave a report on the Fire Station and staffing, vehicles, Fire Prevention plan, the 5 year plan and success framework.

Mayor Witt thanked Chief Erickson for his leadership and focus and extended thanks to the Fire Department staff for their support and good work with the 4th of July celebration.

DECLARATION OF CONFLICTS OF INTEREST

No conflicts were disclosed by the Council.

CONSENT ITEMS

Mayor Witt asked for a vote on the Consent Items, a. Appointment of new Planning Commission Member Tamara Tran, b. Vacuum Truck Purchase, c. Mini Excavator Purchase and d. Acceptance and Award of USU Botanical Center Trail Improvements Bid.

Council Member Adams asked to discuss items b. and c. and separate them from the consent items.

Council Member Hansen made a motion to accept the consent items with the exception of items b. and c. 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.

Council Member Adams asked the cost and use of the truck and excavator purchases. He explained that he is concerned with the high cost of these items.

Council Member Hansen noted that the excavator was listed as a lease and wanted clarification. He noted that he likes to see multiple bids and would like to find out more information, to find out if this was a good price.

Shayne Scott, City Manager, explained that the information of the purchases and cost has been submitted for review in the packet. He explained that the purchases are listed as state contract bids, very fairly priced and pre-negotiated.

Council Member Garn made a motion to approve the purchase of the Vacuum Truck, second by Council Member Page.

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, Nay

The motion passed three to two.

Council Member Adams made a motion to table the mini excavator purchase and bind over to the next meeting to gain a better understanding of the need for purchase and the condition of the excavator, second by Council Member Hansen.

The vote on the motion was as follows:

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

The motion passed three to two.

Shayne Scott, City Manager, asked for clarification of the motion and if the intent were to make this an action item on the next agenda. He explained that Josh Belnap, Public Works Director, can come to the next council meeting and discuss this item.

Mayor Witt advised that the mini excavator purchase will be on the action item agenda at the next meeting and Council Members will have the opportunity to talk to the Public Works Director then as well.

ACTION ITEMS

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.

Andy Thompson explained that, 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.

He noted that 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.'

He explained that 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.

Council Member Barber made a motion to approve the rezone of 3.3 acres at 1020 and 1034 West Smith Lane from A-1 to R-1-LD, 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.

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

Shayne Scott, City Manager, explained that 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 accounts, such as opening and closing accounts or adding new users. He noted that the users are to be Dean Storey, Finance Director, Cami Moss, Accountant, and himself.

Council Member Hansen made a motion to adopt the resolution authorizing users to access the Utah State Treasurer's Public Investment Fund Accounts, second by Council Member Garn.

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.

SERVICE LINE WARRANTY PROGRAM AGREEMENT.

Shayne Scott, City Manager, explained that 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 Member Barber noted that she is in favor of passing savings on to residents.

Council Member Hansen stated that he is in favor of passing on the savings to residents as well. He also asked for clarification of the letter and asked if the language is clear to assure residents that this program is not something that has to be purchase.

Council Member Garn made a motion to accept the Service Line Warranty Agreement, 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.

WORK ITEMS

SCHICK FARMS OPEN SPACE AGREEMENT DISCUSSION.

Andy Thompson, City Engineer, explained that 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.

Andy Thompson noted that they are asking for direction from the Council to determine if this agreement should continue to be pursued and if the conditions are acceptable or need adjustment.

Council Member Barber advised that feels there is great opportunity for this property.

Andy Thompson explained that City staff believe that there is merit to this agreement.

Council Member Garn made a motion to continue to negotiate with the HOA and discuss this matter again at the next work session, second by Council Member Adams.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea

Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

PARKING PASSES AROUND DAVIS HIGH SCHOOL DISCUSSION.

Mayor Witt explained that 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 Member Page noted that staff should make the decision on this. He likes the current program.

Council Member Garn noted that it is good to bring up annually and review the fee.

Mayor Witt stated that the consensus seems to be that the City keep the same program and revisit this matter in a year. No motion needed.

POTENTIAL LAND LEASE WITH ROCK STRUCTURES DISCUSSION.

Shayne Scott, City Manager, noted that in February of 2018 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 of the 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.

Council Member Garn stated that he doesn't feel this needs to go out to bid again.

Council Member Page explained that he feels City staff should make these decisions.

Council Member Adams explained that an open process should be adhered to.

Council Member Garn made a motion to direct Staff to proceed with the open process and lease opportunity as presented, and to review the process and discuss establishing a policy in the future, 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.

PUBLIC COMMENT

Linda Gardner explained that there is now a large bike lane where another car lane should be on Angel St. She stated that she is upset that it does not accommodate more cars.

Randi Von Bose stated that the ground by Schick Farms is wet and is in a significant flood zone. She wants to make sure the City looks at flood risks to prevent liability.

Mr. Gardner noted that the council discussed putting in four lanes and was excited about the possibility until he noticed the bike lane that has now been created. He stated that he is disappointed in the results.

COUNCIL MEMBER REPORTS.

Council Member Barber noted that the Parks and Rec. Department did a great job with 4th of July activities.

Mayor Witt noted that August 16th is Truth and Taxation at the next Council meeting.

ADJOURNMENT

Mayor Witt adjourned the City Council meeting.

The Kaysville Redevelopment Agency Board Meeting is to follow.

Maria T. Devereux

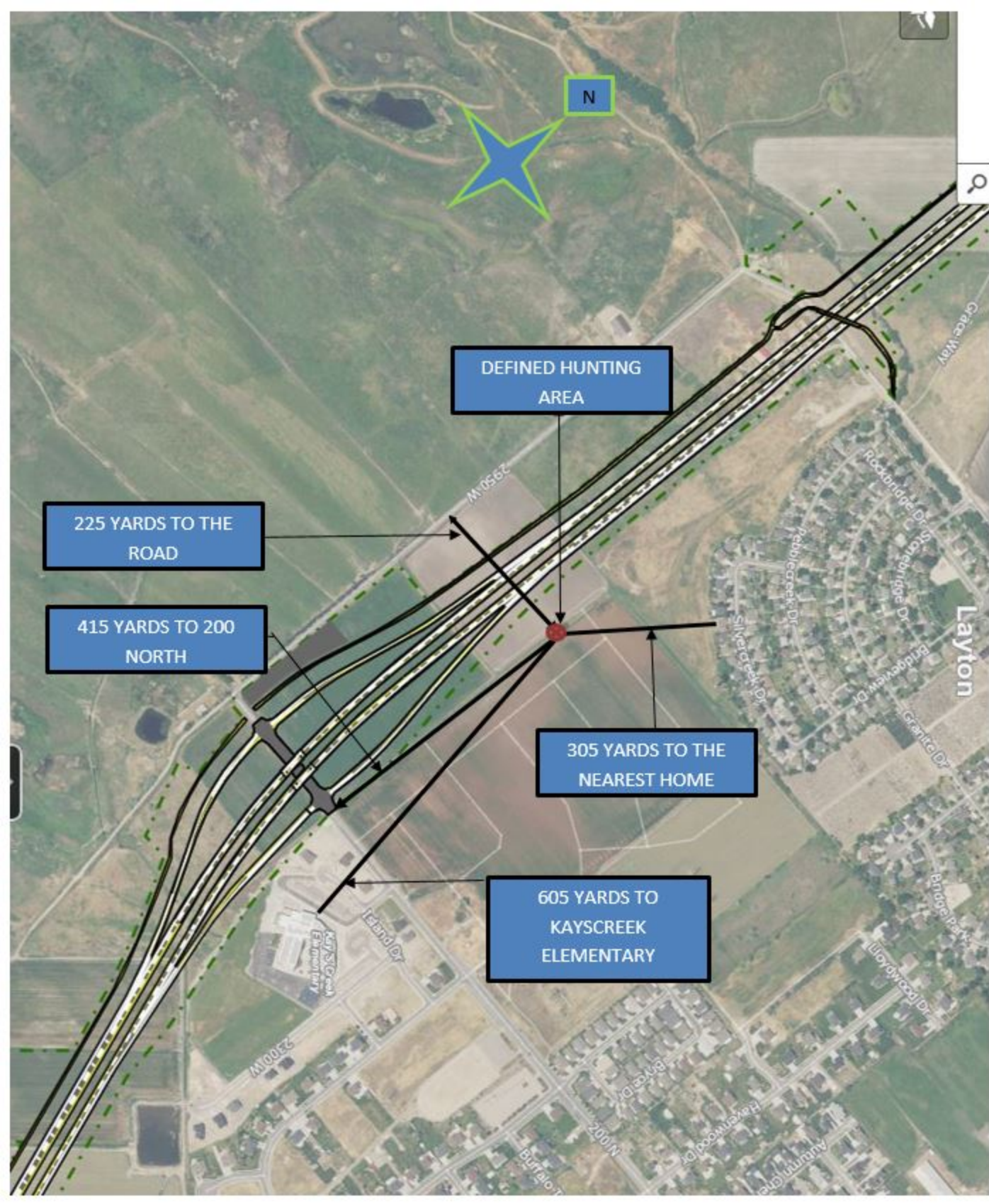
City Recorder



This is the portion of the field that we have hunted for the past 19 years

Rezoned in 2014
The Location We Hunt Is
Now 125 yards Inside City
Limits





STAFF REPORT



MEETING DATE: September 6, 2018

ITEM NUMBER: 4 f.

TYPE OF ITEM: Consent

PRESENTED BY: Community Development

SUBJECT/AGENDA TITLE: Authorizing a lease agreement with Rock Structures for the lease of City property for storage of inventory at approximately 345 South desert Drive.

EXECUTIVE SUMMARY:

Last February, the City received a request to lease this same property. The Council directed staff to advertise the property and accept bids for the lease. Through this process the City ultimately approved two lease agreements for the use of this property. One of the leases was executed and the user is currently on site. The second user was not able to make the site work for the intended use and has withdrawn.

A new user has since approached the City asking to lease this property. The City has again advertised the property and received an offer from Rock Structures for \$2,500 for about an acre of property for the storage excavation equipment and supplies. No other offers were submitted.

Staff has negotiated the attached agreement specifying the terms of the lease and the allowable uses.

COUNCIL OPTIONS:

RECOMMENDED OPTIONS:

Staff recommends that the agreement be approved. The City currently does not have use for this property but expects that we will need it in the future. Rock Structures intended use for the property is compatible with other uses in the area.

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION:

This lease would bring revenue to the City for lease of land that is currently owned by and not needed by the City.

ATTACHMENTS:

Agreement

Location Map



LEASE AGREEMENT

This Lease Agreement is made and entered into effective as of the ____ day of September, 2018, by and between KAYSVILLE CITY, a Municipal Corporation, of 23 East Center Street, Kaysville City, Davis County, State of Utah, hereinafter referred to as "Lessor," and Rock Structures, of Kaysville City, Davis County, State of Utah, hereinafter referred to as "Lessee."

RECITALS

The parties recite and declare that:

A. Lessor is the sole owner of the premises described below and desires to lease the premises to Lessee for use in Lessee's business.

B. Lessee desires to lease the premises for the purpose of utilizing the premises in connection with operation of their excavation company.

C. The parties desire to enter into a Lease Agreement defining their rights, duties and liabilities relating to the premises.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Lease Agreement, the parties agree as follows:

LEASE AGREEMENT

SECTION ONE:

SUBJECT AND PURPOSE

Lessor leases to Lessee real property which is located at approximately 350 South Deseret Drive consisting of approximately 1 acre located in Kaysville City, County of Davis, State of Utah.

Said real property is hereinafter referred to as the "Premises." The Premises is a piece of property and access from Deseret Drive as depicted within the outlined area on Exhibit "A," which is attached hereto and by reference made a part hereof.

The Lessee is to use the Premises only in connection with their excavation business unless otherwise agreed to in writing prior to any change of use.

SECTION TWO:

TERM

Lessor demises the premises to Lessee with a lease term commencing on October 1, 2018, and terminating on September 30, 2019.

The initial three-year term shall be renewed automatically for successive terms of one year unless either party gives written notice of termination on or before July 1st of the then-current annual term advising the other party that the Lease will not be renewed at the end of the then-current annual term.

SECTION THREE:**PAYMENT**

Lessee shall be required to make payment to Lessor in the amount of \$ 2,500.00 per year due and payable on or before the first day of October, 2018, and on or before the first day of October each year during the term of this Lease or any extension thereof.

SECTION FOUR:**ALTERATIONS, ADDITIONS, OR
IMPROVEMENTS AND USE OF PROPERTY**

Lessee shall be allowed to use the property to park construction equipment such as a dump trucks, transport trailers, skid steers, work trucks, and excavation equipment on site. Lessee is permitted one 20' x 9' steel shipping container for storage of tools and equipment only if it is permitted and inspected meeting all applicable building code requirements. Lessee may also install fencing on site so long as it does not obstruct or impede the access identified in 'Exhibit A'. Prior to placement of storage structure Lessee shall contact Lessor to confirm location.

Prior to the commencement of the initial lease term, Lessee may at their own risk begin site prep work such as placement of roto mill or road base so long as the initial annual payment has been made. Otherwise, Lessee shall not make any alterations, additions, or improvements to the Premises without the prior written consent of the Lessor. Lessee shall be responsible for any alterations, additions, or improvements to the premises and at such time when the property is returned to the use of the Lessor, the shipping container or fencing installed by the Lessee must be removed by the Lessee at the expense of the Lessee.

SECTION FIVE:**CARE AND MAINTENANCE**

Lessee shall, at all times during the term of this Lease Agreement and at his own cost and expense, repair, replace and maintain the Premises in a good, safe and substantial condition, and shall use all reasonable precaution to prevent waste, damage, or injury to the Premises or any person thereon.

Lessor leases the Premises to Lessee in "as is" condition, and during the term of this Lease Agreement, Lessor shall not be responsible for any upkeep or maintenance on the Premises.

SECTION SIX:**TAXES**

A. Lessor shall be responsible for payment of all real property taxes on the Premises during the term of this Lease Agreement.

B. Lessee shall pay all taxes, fees, and assessments incurred in connection with its occupancy of the Premises and conduct of his activities with the exception of the property taxes.

SECTION SEVEN:**UTILITIES**

Lessee shall be solely responsible for installing and providing for any desired utilities not currently on site. Such work shall be done under proper permitting covering all applicable fees and charges. Likewise Lessee shall be solely responsible for utility charges, if any, as they become due, including, but not limited to, sewer, water, gas, electricity and telephone service. In no event shall Lessor be responsible for any utility payment.

SECTION EIGHT:**INSURANCE**

(A) Lessee shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of “A” or better and a financial size category of “X” or higher, or (ii) otherwise being acceptable to the City with coverage limits and provisions at least sufficient to satisfy the requirements set forth below.

- a. Workers’ Compensation Insurance: Statutory workers’ compensation insurance. Such insurance shall also include employer’s liability insurance in a limit of no less than \$1,000,000. No owner or officer may be excluded.
- b. General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products- completed operations, blanket contractual, board form property damage, personal and advertising injury, independent Lessees and sudden and accidental pollution liability [pollution liability arising out of a hostile fire] with a \$3,000,000 minimum limit per occurrence for combined bodily injury and property damage, provided the general policy aggregate shall apply separately to the Lessee on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit. Lessee shall provide a certificate of insurance verifying completed operations coverage for a period of not less than two years after project completion.
- c. Automobile Liability Insurance: Automobile liability insurance for the Lessee’s liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of the Lessee, with a \$2,000,000 minimum limit per accident for combined bodily injury and property damage and containing appropriate no-fault

insurance provisions wherever applicable. All owned and/or leased automobiles shall be covered using symbol "1" (any auto).

- d. Excess Liability Insurance: The amounts of insurance required in the foregoing subsections (1), (2), (3), this subsection may be satisfied by the Lessee purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the required limits specified above.

(B) Insurance Policy Conditions and Requirements

- a. Waiver of Subrogation: All policies of insurance to be maintained by the provisions of this Section shall provide for waivers of subrogation in favor of the City and the Lenders and their respective officers and employees.
- b. Liability Limits: The liability limits shown in this Section are minimum requirements. To the extent the Lessee maintains, or causes to be maintained on its behalf, liability limits which are higher than the minimum limits stated in Section, the higher liability limits shall be required of the Lessee.
- c. Liability Insurance Endorsements: All policies of liability insurance required to be maintained by the Lessee shall be endorsed as follows:
 - i. To name Kaysville City Corporation as additional insured for ongoing operations (ISO CG 20 10 or equivalent) and completed operations (ISO CG 20 37 or equivalent).
 - ii. That the insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by Kaysville City Corporation.

SECTION NINE:

UNLAWFUL OR DANGEROUS ACTIVITY

Lessee shall neither use nor occupy the Premises or any part of the Premises for any unlawful, disreputable, or hazardous activity or conduct its activities in a manner constituting a nuisance of any kind. Lessee shall immediately on discovery of any unlawful, disreputable, or hazardous use take action to halt such activity.

SECTION TEN:

INDEMNITY

Lessee agrees to indemnify, defend, and hold harmless City and City's employees, officers, and agents from and against any and all claims for injury or property damage to any persons or

property that directly result from any act, error, omission, or fault of Lessee done in conjunction with Lessee's use of City owned property.

SECTION ELEVEN:

DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this Lease Agreement by Lessee:

(1) If Lessee shall fail to perform or comply with any conditions of this Lease Agreement and if the non-compliance shall continue for a period of ten (10) days after notice is given by Lessor to Lessee; or

(2) If Lessee shall vacate or abandon the Premises.

SECTION TWELVE:

EFFECT OF DEFAULT

In the event of any default under this Lease Agreement, the Lessor shall have the right to cancel the Lease in its entirety upon ten (10) days' written notice to Lessee.

SECTION THIRTEEN:

NO WATER RIGHTS

No water rights are given or leased to Lessee under the terms of this Lease Agreement.

SECTION FOURTEEN:

ACCESS TO PREMISES

Lessee shall permit Lessor or its agents to enter the Premises at all reasonable hours to inspect the Premises or make repairs which Lessor wishes to make, if any, or to conduct tests such as, but not limited to, soil tests without interference by Lessee. Lessor shall not be liable to Lessee or any other party for any entry on the Premises for inspection or testing purposes.

SECTION FIFTEEN:

NO LIABILITY OF LESSOR

Except as otherwise specifically stated herein Lessee shall be in exclusive control and possession of the Premises, and Lessor shall not be liable for any injury or damages to any property or to any person, including employees of Lessee, on or about the Premises, or for any injury or damage to any property of Lessee.

SECTION SIXTEEN:

WAIVER

The failure of Lessor to insist on strict compliance of any of the terms and conditions of this Lease Agreement on a specific instance shall be deemed a waiver of the rights or remedies that Lessor may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION SEVENTEEN:

NOTICES

All notices required pursuant to the terms of this Lease Agreement shall be given by mailing to either party by United States mail addressed to the above-referenced addresses.

SECTION EIGHTEEN: **ASSIGNMENT**

Lessee may not assign any rights under this Lease Agreement without the express prior written consent of Lessor.

SECTION NINETEEN: **ENTIRE AGREEMENT**

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

SECTION TWENTY: **MODIFICATION OF AGREEMENT**

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in writing signed by each party.

SECTION TWENTY-ONE: **BINDING EFFECT**

This Lease Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

SECTION TWENTY-TWO: **INCORPORATION OF RECITALS**

All of the above and foregoing Recitals are incorporated into and made a part of this Agreement.

SECTION TWENTY-THREE: **ATTORNEY FEES**

In the event of default or failure to comply with the terms of this Lease Agreement, the defaulting party shall be responsible to pay the attorney fees and court costs of the other party.

IN WITNESS WHEREOF, each party to this Lease Agreement has caused it to be executed on the day and year first above indicated.

KAYSVILLE CITY,
A Municipal Corporation

By: _____
Katie Witt

Mayor

ATTEST:

By: _____
MARIA DEVEREUX,
City Recorder

J.V.G. Investments Inc.
DBA: Rock Structures
By: Jennifer Goodfellow
Registered Agent

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

On the ____ day of _____, 2018, personally appeared before me KATIE WITT and MARIA DEVEREUX, who being by me duly sworn did say, each for himself and herself, that he, the said Katie Witt, is the Mayor of Kaysville City, and she, the said Maria Devereux, is the City Recorder of Kaysville City, and that the within and foregoing instrument was signed on behalf of the said Kaysville city by authority of the City Council of Kaysville City and said Steve A. Hiatt and Maria Devereux each duly acknowledged to me that the said Kaysville City executed the same and that the seal affixed is the seal of the said Kaysville City.

NOTARY PUBLIC
Residing at:
My Commission Expires:

(SEAL)

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

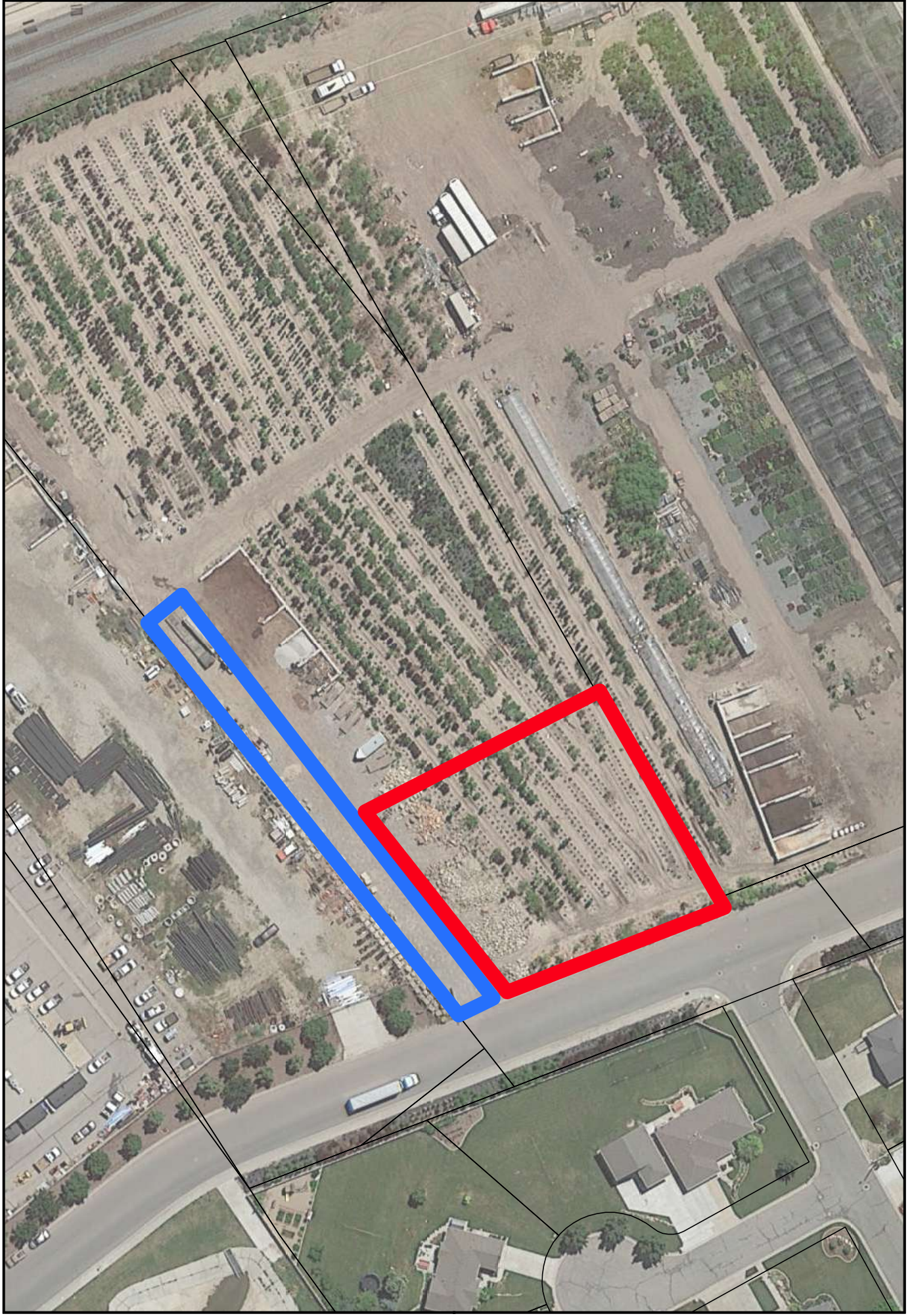
On this ____ day of _____, 2018, personally appeared before me Jennifer Goodfellow who being by me duly sworn did say that he/she is the _____ of _____, a Utah corporation/partnership, and that the foregoing Agreement was signed in behalf of said corporation/partnership by authority of its Board of Directors/by-laws, and he/she acknowledged to me that said corporation/partnership executed the same.

(SEAL)

NOTARY PUBLIC
Residing at:
My Commission Expires:

****IF ADDITIONAL SIGNERS AND/OR NOTARIAL 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****

Exhibit A



STAFF REPORT



MEETING DATE: 9/4/2018

ITEM NUMBER: 4 g.

TYPE OF ITEM:

PRESENTED BY:

COUNCIL OPTIONS:

RECOMMENDED OPTIONS:

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION:

ATTACHMENTS:





Purchase Requisition

Required over \$5,000

Number: Police 82218

Department: Police

Date: 8/22/2018

Vendor: Motorola Solutions

Address: 4625 Lake Park Blvd

City: Salt Lake City State: UT Zip: 84120

Quantity	Description	Unit Price	Extension
			\$ -
7	APX6500 7/800MHZ MID Power Mobile (05)	\$ 2,289.56	16,026.92
4	APX6500 7/800MHZ MID Power Mobile (03)	\$ 2,927.58	11,710.32
			-
			-
			-
			-
			-
			-
Total			\$ 27,737.24

Signatures:

Person Requesting: _____

Department Head: 828

If Over \$10,000
City Manager Signature: Shy LH

**MOTOROLA SOLUTIONS**

Quote Number: QU0000449759

Effective: 16 AUG 2018

Effective To: 14 NOV 2018

Bill-To:

KAYSVILLE CITY POLICE DEPT
80 NORTH MAIN ST
KAYSVILLE, UT 84037
United States

Ultimate Destination:

KAYSVILLE CITY POLICE DEPT
80 NORTH MAIN ST
KAYSVILLE, UT 84037
United States

Attention:

Name: Chief Ellington
Email: sellington@kaysvillecity.com

Sales Contact:

Name: Larry Belnap
Email: larry.belnap@utahcomm.com
Phone: 8014860161

Contract Number: UTAH STATE 800 MHZ**Freight terms:** FOB Destination**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
l	4	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$327.22	\$1,308.88
la	4	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$375.95	\$1,503.80
lb	4	G78AT	ADD: 3Y ESSENTIAL SERVICE	\$168.00	\$672.00
lc	4	G90AC	ADD: NO MICROPHONE NEEDED	-	-
ld	4	G72AD	ADD: APX O3 HANDHELD CH	\$690.58	\$2,762.32
le	4	G67BB	ADD: REMOTE MOUNT MID POWER	\$216.81	\$867.24
lf	4	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-
lg	4	G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ	\$10.22	\$40.88
lh	4	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$43.80	\$175.20
li	4	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-
lj	4	G51AU	ENH: SMARTZONE OPERATION APX6500	\$876.00	\$3,504.00
lk	4	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$219.00	\$876.00

Total Quote in USD**\$11,710.32**

* This quote contains items with approved price exceptions applied against it

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)

**MOTOROLA SOLUTIONS**

Quote Number: QU0000449698

Effective: 15 AUG 2018

Effective To: 14 OCT 2018

Bill-To:

KAYSVILLE CITY POLICE DEPT
80 NORTH MAIN ST
KAYSVILLE, UT 84037
United States

Ultimate Destination:

KAYSVILLE CITY POLICE DEPT
80 NORTH MAIN ST
KAYSVILLE, UT 84037
United States

Attention:

Name: Chief Ellington
Email: sellington@kaysvillecity.com

Sales Contact:

Name: Larry Belnap
Email: larry.belnap@utahcomm.com
Phone: 8014860161

Contract Number: 18015 - State of Utah 800**Freight terms:** FOB Destination**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
l	7	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$327.22	\$2,290.54
la	7	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$375.95	\$2,631.65
lb	7	G78AT	ADD: 3Y ESSENTIAL SERVICE	\$168.00	\$1,176.00
lc	7	W22BA	ADD: STD PALM MICROPHONE APX	\$52.56	\$367.92
ld	7	G442AJ	ADD: O5 CONTROL HEAD	\$315.36	\$2,207.52
le	7	G67BC	ADD: REMOTE MOUNT MID POWER	\$216.81	\$1,517.67
lf	7	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-
lg	7	G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ	\$10.22	\$71.54
lh	7	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$43.80	\$306.60
li	7	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-
lj	7	G51AU	ENH: SMARTZONE OPERATION APX6500	\$560.64	\$3,924.48
lk	7	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$219.00	\$1,533.00

Total Quote in USD**\$16,026.92**

PO Issued to Motorola Solutions Inc. must:

>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted

>Have a PO Number/Contract Number & Date

>Identify "Motorola Solutions Inc." as the Vendor

>Have Payment Terms or Contract Number

>Be issued in the Legal Entity's Name

>Include a Bill-To Address with a Contact Name and Phone Number

>Include a Ship-To Address with a Contact Name and Phone Number

>Include an Ultimate Address (only if different than the Ship-To)

>Be Greater than or Equal to the Value of the Order

>Be in a Non-Editable Format

>Identify Tax Exemption Status (where applicable)

>Include a Signature (as Required)

STAFF REPORT



MEETING DATE: September 6, 2018

ITEM NUMBER: 4 h.

TYPE OF ITEM: Consent

PRESENTED BY: Community Development

SUBJECT/AGENDA TITLE: Acceptance of Improvements for Apple Blossom Subdivision located at approximately 64 South Angel Street.

EXECUTIVE SUMMARY:

This subdivision has been completed and inspected by City Personnel and found to be in compliance with all applicable requirements. The project is ready to be accepted by the City and the warranty period started.

There were not any special issues with the construction of this project and therefore it is recommended that the standard ten percent bond and one year warranty period be required.

COUNCIL OPTIONS:

RECOMMENDED OPTIONS: Accept the improvements with the standard requirement.

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

ATTACHMENTS: Location Map
Plat Map

Apple Blossom Subidvision



Angel St

700 W

75 S

Heywood Dr

Preston St

Jackson St

Brady Ln

Cooper St

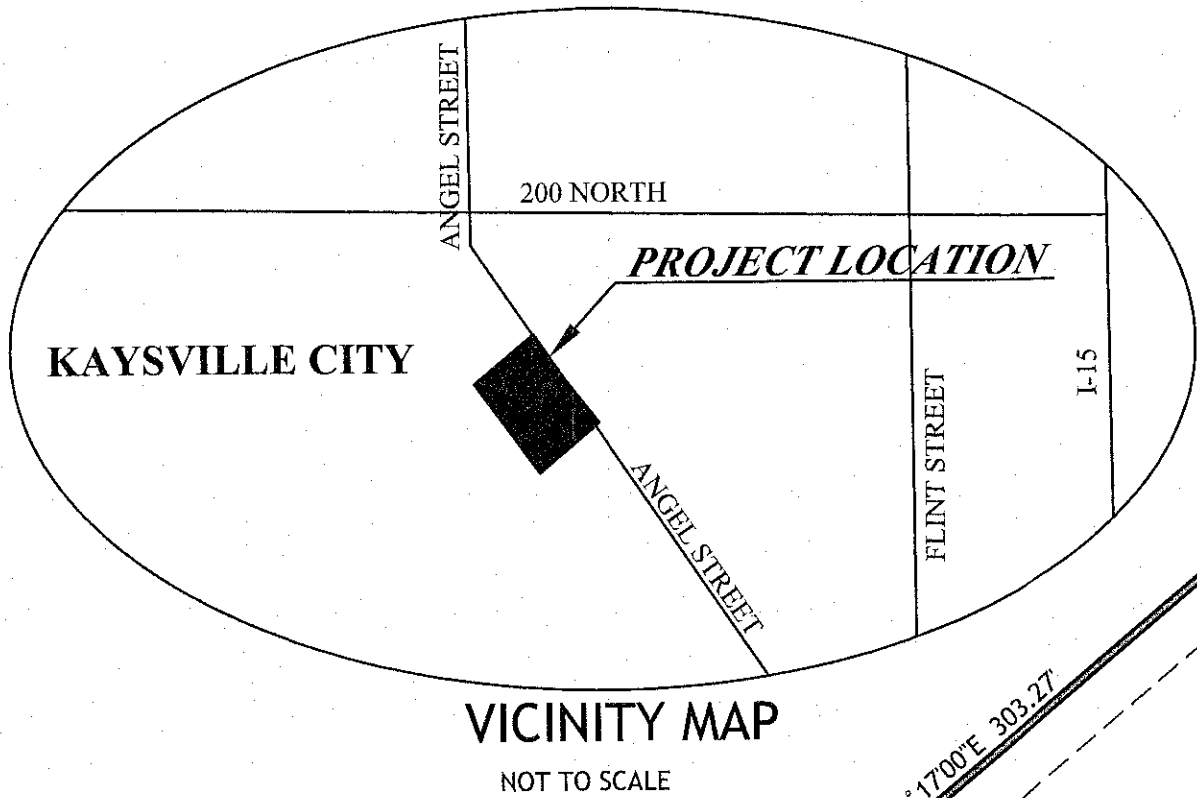
Misty Bree

APPLE BLOSSOM SUBDIVISION

AMENDING THE CHARLES BARBER SUBDIVISION

PARCEL NUMBER 11-379-0001, 11-094-0085 AND 11-094-0090

LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF
SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH



POINT OF BEGINNING

N56°35'36"E 33.80'

8.00' P.U.E.

VICINITY MAP
NOT TO SCALE

Curve Table					
Curve #	Length	Radius	Delta	CHORD BEARING	CHORD LENGTH
C1	22.86	15.00	87°18'05"	N6°31'53"E	20.71
C2	60.12	2909.79	1°11'02"	S34°00'41"E	60.12
C3	127.77	2909.79	2°30'57"	S35°51'41"E	127.76
C4	0.84	10.00	4°49'26"	N52°41'43"E	0.84
C5	8.11	10.00	46°29'38"	N78°21'15"E	7.89
C6	70.40	50.00	80°40'20"	S61°15'54"W	64.73
C7	51.42	50.00	58°55'35"	S8°32'09"E	49.19
C8	51.34	50.00	58°49'45"	S67°24'50"E	49.11
C9	73.01	50.00	83°39'40"	N41°20'20"E	66.70
C10	3.99	10.29	22°11'13"	S7°51'54"W	3.96
C11	5.44	10.00	31°11'34"	S34°41'13"W	5.38
C13	41.85	2909.79	0°49'27"	S37°31'53"E	41.85
C14	42.76	2909.79	0°50'31"	S38°21'52"E	42.76
C15	23.81	15.00	90°55'53"	N84°15'04"W	21.38
C16	45.45	2909.79	0°53'42"	S39°13'58"E	45.45

L=317.96'
R=2989.79'
CB=S36°33'00"E
CL=317.88'
Δ=006°15'39"

LEGEND

- RIGHT OF WAY
- SUBDIVISION BOUNDARY
- LOT LINE
- ROADWAY CENTERLINE
- PUBLIC UTILITY EASEMENT
- SECTION LINE
- PUBLIC UTILITY EASEMENT FROM CHARLES BARBER SUBDIVISION TO BE VACATED WITH THIS PLAT
- EXISTING LAND DRAIN EASEMENT

- BOUNDARY CORNER "TO BE SET" WITH 5/8" BAR AND CAP STAMPED "EDM"
- EXISTING STREET MONUMENT
- STREET MONUMENT TO BE SET
- SECTION MONUMENT CALCULATED

DISC FOUND IN CURB ALONG THE SOUTHEAST QUARTER OF SECTION 32. WITNESS

839.17' 589°53'20"W 949.91' 90.88'

DISC FOUND IN CURB ALONG THE SOUTHEAST QUARTER OF SECTION 32. WITNESS

SECTION CORNER CALCULATED NOT FOUND



SCALE: 1" = 30'

0 15 30 60 90

KAYSVILLE POWER

APPROVED THIS ____ DAY OF ____ A.D.,
20 ____ BY KAYSVILLE POWER.

SIGNED

DAVIS AND WEBER COUNTIES CANAL COMPANY

APPROVED THIS ____ DAY OF ____ A.D.,
20 ____ BY DAVIS AND WEBER COUNTIES CANAL CO.

SIGNED

CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED
THIS PLAT AND IT IS CORRECT IN ACCORDANCE
WITH INFORMATION ON FILE IN THIS OFFICE.

KAYSVILLE CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ____ DAY
OF ____ A.D., 20 ____

KAYSVILLE CITY ATTORNEY

PLANNING COMMISSION

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

CHAIR, KAYSVILLE CITY PLANNING COMMISSION

DOMINION ENERGY

APPROVED THIS ____ DAY OF ____ A.D.,
20 ____ BY DOMINION ENERGY.

SIGNED

CITY COUNCIL APPROVAL

PRESENTED TO KAYSVILLE CITY THIS ____ DAY
OF ____ A.D., 20 ____ AT WHICH TIME THIS
SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: MAYOR



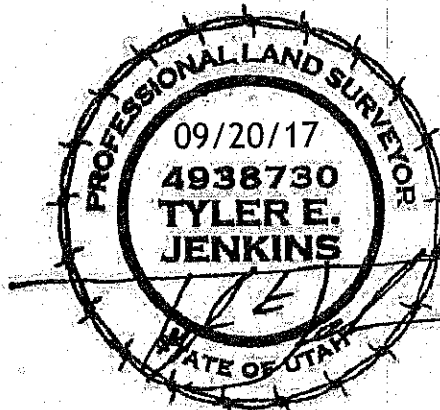
3980 S. 700 E., #22 Salt Lake City, UT 84107
(801) 201-7494 www.edmllc.net

SURVEYOR'S CERTIFICATE

I, TYLER E. JENKINS DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I
HOLD CERTIFICATE NO. 4938730 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I
FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT
OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND
INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

APPLE BLOSSOM SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON
THIS PLAT.



BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ANGEL STREET 839.17 FEET
SOUTH 89°53'20" WEST ALONG THE SECTION LINE AND 1363.80 FEET NORTH 39°41'37" WEST ALONG
THE CENTERLINE MONUMENT LINE OF ANGEL STREET AND 188.71 FEET NORTH 33°24'24" WEST AND
33.00 FEET SOUTH 56°35'36" EAST FROM A PIN FOUND IN THE CURB OF MISTY BREEZE CIRCLE STREET
MARKING THE EXTENSION OF THE SECTION LINE OF THE SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE THE
FOLLOWING THREE COURSES ALONG SAID WESTERLY RIGHT OF WAY LINE 1) SOUTH 33°24'24" EAST
31.36 FEET; 2) 317.96 FEET ALONG THE ARC OF A 2,897.79 FOOT RADIUS CURVE TO THE LEFT
(CHORD BEARS SOUTH 36°33'00" EAST A DISTANCE OF 317.80 FEET); 3) SOUTH 39°41'37" EAST 80.89
FEET; THENCE SOUTH 50°17'00" WEST 306.24 FEET TO THE EAST LINE OF PHEASANTBROOK NORTH
CLUSTER SUBDIVISION PHASE 4 AND PHEASANTBROOK NORTH CLUSTER SUBDIVISION PHASE 5,
THENCE ALONG SAID SUBDIVISIONS NORTH 39°49'35" WEST 12.76 FEET AND NORTH 36°24'57" WEST
417.31 FEET; THENCE NORTH 50°17'00" EAST 303.27 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.982 ACRES IN AREA AND 7 LOTS

BASIS OF BEARING

SOUTH 89°53'20" WEST, BEING THE BEARING OF THE SECTION LINE BETWEEN TWO FOUND WITNESS
MONUMENTS MONUMENTING THE BEARING OF THE SOUTH SECTION LINE OF SECTION 32, TOWNSHIP 4
NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

OWNER'S DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE
DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO
BE HEREAFTER KNOWN AS:

APPLE BLOSSOM SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND AND
RIGHTS-OF-WAY AS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE AND DO HEREBY GRANT
UNTO EACH PRIVATE UTILITY COMPANY AND PUBLIC UTILITY AGENCY PROVIDING UTILITY SERVICES
TO THIS PROJECT, A PERPETUAL NON-EXCLUSIVE EASEMENT IN ALL AREAS SHOWN HEREON TO INSTALL,
USE, KEEP, MAINTAIN, REPAIR AND REPLACE AS REQUIRED, UNDERGROUND UTILITY LINES, PIPES AND
CONDUITS OF ALL TYPES AND APPURTENANCES THERETO SERVING THIS PROJECT.

NAME: CHRISTOPHER P. GAMVROULAS
TITLE: PRESIDENT OF IVORY DEVELOPMENT

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

ON THE ____ DAY OF ____ A.D., 2017, CHRISTOPHER GAMVROULAS PERSONALLY
APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE
IN THE STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE
PRESIDENT OF IVORY DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY AND THAT HE SIGNED
THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY
COMPANY FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC COMMISSION NUMBER SIGNATURE

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH. COMMISSION EXPIRES

RECORDED

STATE OF UTAH, COUNTY OF DAVIS, RECORDED AND FILED AT THE REQUEST
OF:

DATE: ____ TIME: ____ BOOK: ____ PAGE: ____

FEE COUNTY RECORDER

STAFF REPORT



COUNCIL MEETING DATE: September 6 2018

ITEM NO.: 4 i.

TYPE OF ITEM: Consent

PRESENTED BY:

SUBJECT/AGENDA TITLE: Material Purchase

EXECUTIVE SUMMARY:

Purchase of Okonite underground primary wire for upcoming jobs and replace inventory. This is a sole source purchase, Okonite has only one authorized utility distributor in Utah and that is Codale Electric.

Council Options: **Approve / Disapprove**

Recommended Options: **Approve**

Fiscal Impact & Fund Source for Recommended Action: **Submitted in FY19 Budget**

Attachments: **Quote from Codale Electric Supply**



5225 W. 2400 S.
Salt Lake City, UT 84120
P.O. Box 702070
Salt Lake City, UT 84170-2070
Phone (801) 975-7300
Fax (801) 977-8833

**** Quotation ****

Send P/O To:
Codale Electric Supply, Inc.
5225 WEST 2400 SOUTH
SALT LAKE CITY, UT 84120
Phone # : 801-975-7300

Bid #: S6462820
Page #: 1

Bid To:
KAYSVILLE CITY CORPORATION
23 EAST CENTER STREET
KAYSVILLE, UT 84037

Ship To:
KAYSVILLE CITY COR/KAYSVIL CITY POW
721 WEST OLD MILL LANE
KAYSVILLE, UT 84037

Phone # : 801-546-1235

JOB: #2-4/0 PRIMARY

Bid-Date-Expr-Date-Writer	Salesman	Ship Via
08/21/18 09/04/18 John Grace	Joe Arnold	UTILITY SPECIAL

Qty	Description	Net Prc	Ext Prc
2748	OKONITE 163-23-3060 #2 (7X) ALUMINUM 15KV URD EPR FULL NEUTRAL 220MIL 133% INSULATION URO-J CONCENTRIC JACKETED NEUTRAL FILLED STRAND Pn: 3429338	2190.000M	6018.12
2689	OKONITE 163-23-3060 #2 (7X) ALUMINUM 15KV URD EPR FULL NEUTRAL 220MIL 133% INSULATION URO-J CONCENTRIC JACKETED NEUTRAL FILLED STRAND Pn: 3429338	2190.000M	5888.91
2689	OKONITE 163-23-3060 #2 (7X) ALUMINUM 15KV URD EPR FULL NEUTRAL 220MIL 133% INSULATION URO-J CONCENTRIC JACKETED NEUTRAL FILLED STRAND Pn: 3429338	2190.000M	5888.91
2753	OKONITE 162-23-3081 4/0 (19X) ALUMINUM 15KV URD EPR 1/3 NEUTRAL 220MIL 133% INSULATION CONCENTRIC JACKETED NEUTRAL FILLED STRAND URO-J Pn: 3429341	3040.000M	8369.12
2753	OKONITE 162-23-3081 4/0 (19X) ALUMINUM 15KV URD EPR 1/3 NEUTRAL	3040.000M	8369.12

*** Continued on Next Page ***

.. Reprint .. Reprint .. Reprint .. Reprint ..

All Sales subject to Codale's Terms and Conditions (T&C's) available at
www.codale.com/terms. Price listed on this quotation are subject to change
without notice beyond expiration date. Sales Tax is not included in any Bid.
Payment terms are subject to approved credit. Prices are exclusive of
applicable taxes unless noted.



5225 W. 2400 S.
Salt Lake City, UT 84120
P.O. Box 702070
Salt Lake City, UT 84170-2070
Phone (801) 975-7300
Fax (801) 977-9833

**** Quotation ****

Send P/O To:

Codale Electric Supply, Inc.
5225 WEST 2400 SOUTH
SALT LAKE CITY, UT 84120
Phone # : 801-975-7300

Bid #: S6462820
Page #: 2

Bid To:

KAYSVILLE CITY CORPORATION
23 EAST CENTER STREET
KAYSVILLE, UT 84037

Ship To:

KAYSVILLE CITY COR/KAYSVIL CITY POW
721 WEST OLD MILL LANE
KAYSVILLE, UT 84037

Phone # : 801-546-1235

JOB: #2-4/0 PRIMARY

Bid-Date-Expr-Date-Writer
08/21/18 09/04/18 John Grace

Salesman
Joe Arnold

Ship Via
UTILITY SPECIAL

Qty	Description	Net Prc	Ext Prc
	220MIL 133% INSULATION CONCENTRIC JACKETED NEUTRAL FILLED STRAND URO-J Pn: 3429341		
2753	OKONITE 162-23-3081 4/0 (19X) ALUMINUM 15KV URD EPR 1/3 NEUTRAL 220MIL 133% INSULATION CONCENTRIC JACKETED NEUTRAL FILLED STRAND URO-J Pn: 3429341	3040.000M	8369.12
Bid Total			42903.30
Bid Amount			42903.30

.. Reprint .. Reprint .. Reprint .. Reprint ..

All Sales subject to Codale's Terms and Conditions (T&C's) available at
www.codale.com/terms. Price listed on this quotation are subject to change
without notice beyond expiration date. Sales Tax is not included in any Bid.
Payment terms are subject to approved credit. Prices are exclusive of
applicable taxes unless noted.

STAFF REPORT



COUNCIL MEETING DATE: September 6 2018

ITEM NO.: 4j.

TYPE OF ITEM: Consent

PRESENTED BY:

SUBJECT/AGENDA TITLE: Material Purchase

EXECUTIVE SUMMARY:

Purchase of Substation Reclosers and Relay. These are to replace the remaining OCB (oil circuit breaker) that are 25+ years old and replacement parts are impossible to find. This will also allow us to have 2 spares that are interchangeable in all of our 4 substations. Eaton/Cooper Power Systems is the sole source for Cooper Reclosers and Relays.

Council Options: **Approve / Disapprove**

Recommended Options: **Approve**

Fiscal Impact & Fund Source for Recommended Action: **Submitted in FY19 Budget**

Attachments: **Quote from Eaton/Cooper Power Systems**



Powering Business Worldwide

Cooper Power Systems, LLC
Customer Support Center
1319 Lincoln Ave
Waukesha, WI 53186
Phone: (262)-524-3300
www.eaton.com/cooperpowerseries

Customer Quotation

Page 1 of 5

Sold-to address
KAYSVILLE CITY CORP
23 EAST CENTER STREET
KAYSVILLE UT 84037-1900
US

Ship-to address
KAYSVILLE CITY CORP
23 EAST CENTER STREET
KAYSVILLE UT 84037-1900
US

Quotation Number Date
BRD8876846 08/27/2018
Cust. purchase order no.
KAYSVILLE CITY CORP Cust. no.
59487
Prepared By
Luis Payan
Validity period
08/27/2018 to 09/26/2018
Bid Date
08/27/2018
Sales Representative
900001075 / BOB PUGH
Customer Service Contact
THOMAS WHITE 262-524-3395

Incoterms: Pre-Paid FOB PLANT - FREIGHT
PREPAID

Payment Terms: Net 30 Days

Please see the last page of the Customer Quotation for additional information

THIS DOCUMENT INCORPORATES AND IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS.

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
Cust.item Catalog Number						
Cust.Material Number						

10	5	EA	Type NOVA15A, 3-Phase Recloser, 15kV Commodity code 8535210000	KNOVA15A 5.000 Country of origin US WI Z140	12,589.32	62,946.60
----	---	----	---	--	-----------	-----------

Quoted Lead-time in Weeks - 8 Weeks

Additional Product Group Characteristics

KNOVA15A Recloser Basic Type
KNOVA Bushing Terminal Code:
Terminal Description:
KNOVA Interface Code:
KNOVA15 Language Option
KNOVA Interrupting Rating Desc
Continuous Current Desc:
KNOVA Housing Options:
Factory Assembly Opts:
Mounting Equipment Opts:
KNOVA Shipment Type:
KNOVA Packaging Type:

KNOVA15A 15kV,3Phase Recloser
1 Eyebolt Terminal
1/0-500 MCM Eyebolt Terminal
1 120Vac Auxiliary Powered
ENGLISH Language
Interrupting Current: 12.5 kA
Continuous Current: 630 Amp
A STANDARD Aluminum Housing
KPACK Pack Hangers with Unit
KNOVA54-3 Pole Hanger/SS Hdw
Domestic Packaging
Pk: Recl w/wo Hangers

20	1	EA	Type NOVA15A, 3-Phase Recloser, 15kV Commodity code 8535210000	KNOVA15A 1.000 Country of origin US WI Z140	12,735.65	12,735.65
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Quoted Lead-time in Weeks - 8 Weeks

Additional Product Group Characteristics

KNOVA15A Recloser Basic Type
KNOVA Bushing Terminal Code:
Terminal Description:

KNOVA15A 15kV,3Phase Recloser
1 Eyebolt Terminal
4/0-1000 MCM Eyebolt Terminal

08/29/2018

14:23:36



Powering Business Worldwide

Cooper Power Systems, LLC
Customer Support Center
1319 Lincoln Ave
Waukesha, WI 53186
Phone: (262)-524-3300
www.eaton.com/cooperpowerseries

Customer Quotation

Page 2 of 5

Quotation no./Date

BRD8876846 / 08/27/2018

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
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Cust.item Catalog Number

Cust.Material Number

30	2	EA	Type KME6P2A Pole Mnt Control, Ver.2, Std. KME6P2A	KME6P2A	6,128.50	12,257.00

KNOVA Interface Code: 1 120Vac Auxiliary Powered
 KNOVA15 Language Option ENGLISH Language
 KNOVA Interrupting Rating Desc Interrupting Current: 12.5 kA
 KNOVA15 Continuous Cur. Opt KNOVA22-1 800a Cont.Cur.Acy
 KNOVA Housing Options: A STANDARD Aluminum Housing
 Factory Assembly Opts: KPACK Pack Hangers with Unit
 Mounting Equipment Opts: KNOVA54-3 Pole Hanger/SS Hdw
 KNOVA Shipment Type: Domestic Packaging
 KNOVA Packaging Type: Pk: Recl w/wo Hangers

Commodity code 8537109160 2.000 Country of origin US Z005

Quoted Lead-time in Weeks - 8 Weeks

Additional Product Group Characteristics

KME6P2A Control Basic Type:	KME6P2A Control, Ver2, AC-Pole
Is this for a Spare Control?	SPARE - Control Only order
KME6P2A Usage Type:	WE/VWE/Aux.PwrD-Nova Group
KME6P2A Primary Power Code:	1 120/240V 3wire ExCapBattery
KME6P2A Current Sensing:	1 Amp CT Input
KME6P2A Voltage Connection:	1 Wye Connected Voltage Input
KME6P2A Cabinet Option:	1 Cabinet: Mild Steel
KME6P2A Front Panel Option:	3 Domestic Panel w/o Volt.Sen
KME6P2A I/O Contact Options:	1 Std 3in/5out, 12-250V Std Con
KME6P2A Communications Options:	7 Standard: None
KME6P2A Language Option:	E English Language
KA1ME Control Cable, LENGTH: 30 Feet	
Shipment Type:	Domestic Shipment
ECCN: EAR99 NLR	

The Form6 Control Module with expanded memory (ProView 5.X.X) carries a (10) year limited warranty from date of shipment. The standard warranty period applies to all other components associated with the control.

40	1	EA	SUBSTATION MOUNT W/SS HARDWARE AND KNOVA59-1	KNOVA59-1	989.79	989.79

Commodity code 7308906000 1.000 Country of origin CN Z005

Quoted Lead-time in Weeks - 6 Weeks

CONTROL BRACKET

Product Subtotal 88,929.04

Final amount in USD 88,929.04

Please see the next page for additional information pertaining to the Customer Quotation

08/29/2018

14:23:36



Powering Business Worldwide

Customer Quotation

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Customer Support Center
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Page 3 of 5

Quotation no./Date

BRD8876846 / 08/27/2018

06/30/07 Changed ER to A Keiffer CEK
06/14/07 Changed ER to K Ricco CEK

Approval Drawing Lead Time

Approval drawings, when requested, will be available X weeks after the order is accepted by Eaton's Cooper Power Systems. Actual product lead time will be in effect after written receipt of customer approved drawings at Eaton's Cooper Power Systems.

To avoid any unnecessary order delays:

1. Purchase orders must reference the Eaton's Cooper Power Systems proposal number and item number
2. Price on the PO must match price on the quote
3. Product on PO must match product on the quote, including options and accessories

Cancellation charges are based on the following schedule of progress:

Customer Order Received by Eaton Corporation and Factory order entry completed 15% of the purchase order value

Eaton Corporation Factory Drawings for Customer approval have been sent electronically or by mail 25% of the purchase order value

One week after approval drawings are returned to Eaton Corporation with a release or notice to proceed from customer 50% of the purchase order value

Completion of construction or certified drawings by the Eaton Corporation Factory 80% of the purchase order value

Customer Order has been released from Eaton Corporation Engineering to the Factory for manufacturing and assembly 100% of the purchase order value

Orders are accepted subject to Eaton's Cooper Power Systems Terms and Conditions of Sale that are included with this proposal or have been previously provided to the buyer.

We now offer complete services for all your power distribution and automation needs. We have the industry's largest Electrical Power Equipment Manufacturer's Service Team, which provides 24 hour service. We provide start-up and commissioning; power system analysis including Arc Flash, Harmonics and other studies; preventive maintenance, testing and field trouble-shooting; multi-year service contracts; power system automation engineering, monitoring and training; aftermarket life extension solutions; as well as turnkey project capabilities. In addition to the services that we can provide for the equipment contained within this proposal, our Service Team is experienced on all manufacturers' electrical power distribution equipment, so please contact us about any electrical system problem. If you need immediate service, you can contact the Representative who provided this proposal.

Sales Contact: BOB PUGH / 801-550-6552

08/29/2018

14:23:36

Terms and Conditions

1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of \$25 will be assessed for any order less than \$250. Seller requires a minimum \$100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its payment obligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related

payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

7. Cancellation and Return of Products

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for reasonable termination charges, including all progress billings and all incurred direct manufacturing costs. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. Force Majeure

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force

Terms and Conditions

Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

9. Work Product

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. Confidentiality

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. Patent Indemnity

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

12. Changes in Product Design or Manufacture

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

13. Software License

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. Compliance with Laws

Buyer shall comply with all laws and regulations applicable to Products including all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

15. Waiver

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. Language

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

17. Choice of Law and Dispute Resolution

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

18. Assignment

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

19. Severability

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law. CPS 121010

STAFF REPORT



COUNCIL MEETING DATE: September 6, 2018

ITEM NO.: 5a

TYPE OF ITEM: Action

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Leasing Policy Resolution

EXECUTIVE SUMMARY:

From time to time Kaysville has excess land that is not needed for current city operations. Several times over the past two years, individuals have reached out to the city asking about the possibility of leasing city land.

The purpose of this resolution is to solidify staff responsibilities, timelines, and procedures surrounding the leasing of land and other facilities owned by Kaysville City.

Council Options: Adopt the attached Resolution as proposed.
Adopt the attached Resolution with proposed modifications.
Remand the attached Resolution back to staff with direction on further changes.

Recommendation: At this time Staff recommends Adoption of the Resolution as proposed.

Fiscal Impact & Fund Source for Recommended Action: No fiscal impact at this time.

Attachments: Leasing Policy Resolution Document

RESOLUTION 18-8-2

A RESOLUTION ADOPTING AND APPROVING A POLICY ESTABLISHING A POLICY AND PROCEDURE TO LEASE OR RENT CITY OWNED PROPERTY

WHEREAS, the Kaysville City Council desires to effectively use City Property in a way that will bring value to the City when possible; and

WHEREAS, the City Council desires to establish a policy to determine the desirability of leasing or renting certain property; and

WHEREAS, the City Council desires to establish a standard operating procedure for leasing or renting certain property; and

WHEREAS, the City recognizes that establishing this policy will help insure fair access to any applicable property; and

WHEREAS, the City believes that establishing a policy will lead to greater value returned to the City; and

WHEREAS, it is deemed to be in the best interest of the citizens of Kaysville City to adopt and approve the policy outlined below.

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

1. The City Manager is directed to use the following procedure for all future rental or lease of City Property:
 - a. City Staff will periodically evaluate and determine if there is City-owned real property that is not currently used or anticipated to be used to provide City Services;
 - b. Any properties that City Staff deem have worthwhile lease or rental potential shall be presented to the City Manager for preliminary lease approval;
 - c. Following the approval of the City Manager, the property will be advertised for lease. The lease shall be advertised to the public on the City's website and may be advertised using other methods as necessary;
 - d. Throughout this process and up to the point of City Council approval, City Staff shall have the ability to negotiate lease rates, locations, use, and other terms to further the good of the city;
 - e. All leases will be open for appropriate bids for a minimum of 21 days;
 - f. The City shall accept bids using both the sealed bid and confidential email method;
 - g. All potential lessees shall be able to submit bids by sealed bid or confidential email; and
 - h. All potential lease agreements shall be ratified by the City Council through the use of the Consent agenda.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **16th day of August, 2018.**

Katie Witt, Mayor

ATTEST:

Maria Devereux, City Recorder

STAFF REPORT



COUNCIL MEETING DATE: Sept 4, 2018
ITEM NO.: 5 b.

TYPE OF ITEM: Action Item
PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Review of an ordinance amending Section 16-1-4, Licenses Required, of Chapter 16-1, Administration, of Title 16, Licensing Control and Regulation of Business, of the revised ordinances of Kaysville City providing for repealer; providing for severability; and providing for an effective date.

EXECUTIVE SUMMARY:

In 2017 the Utah State Legislature passed a bill that prohibited municipalities from charging a fee to home businesses whose impact was no more than a typical resident's. This was a hot button issue with many cities who continued to issue licenses to these business types requiring staff time and resources. Kaysville City likewise chose to continue offering licenses to businesses fitting into the State's exempt category, which we define as Minor Home Occupations. The decision to continue issuing licenses at no cost was largely due to the fact that many businesses desire the license for their purposes, or it is required by other agencies.

Based on feedback over the course of a year from many cities, the State Legislature passed a new bill in 2018 that addressed some concerns with the previous law. Cities still cannot require that 'no impact' home businesses obtain a business license; however, now if a business desires the license, a city can charge a reasonable fee to cover the cost of issuing and administering that license. The attached ordinance, in short, states that Minor Home Occupations are no longer required to be licensed in Kaysville City; however, should they desire a license they must pay the applicable administration fee. Kaysville City will still require that commercial businesses, as well as Major and Agricultural Home Occupations (businesses with customers and equipment i.e. hair salon, contractor) be licensed as they are currently. The proposed change would affect someone that essentially does paperwork and makes phone calls (i.e. book keeping, artists, etc.) from home. As written they will be paying for a business license only if they choose to have one.

Kaysville City currently licenses 488 minor home occupation businesses. Prior to the 2017 legislation, that would have accounted for nearly \$15,000 in revenues to the city at \$30 per license. The city also charges a one-time set up fee for new licenses of \$15.

Council Options: Review as an Action item

Approval.

Recommendation:

Fiscal Impact & Fund Source for Recommended Action: The exact dollar amount is unknown as the number of licenses that will be issued will be on a voluntary basis, but the ability to charge a fee will have a positive fiscal impact on Kaysville City.

Attachments: Business License Ordinance

ORDINANCE NO.18-8-01

AN ORDINANCE AMENDING SECTION 16-1-4, LICENSES REQUIRED, OF CHAPTER 16-1, ADMINISTRATION, OF TITLE 16, LICENSING CONTROL AND REGULATION OF BUSINESS, OF THE REVISED ORDINANCES OF KAYSVILLE CITY PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Utah State Legislature passed Senate Bill 158 during the 2018 legislative session clarifying the process for licensing certain home based businesses; and

WHEREAS, Kaysville City has been processing and administering minor home occupations without collecting fees; and

WHEREAS, Kaysville City has determined that it is in the best interest of the City to collect a nominal fee for the processing of business licenses from businesses who desire the service.

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

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

SECTION II: Enactment. Section 16-1-4, LICENSES REQUIRED, of Chapter 16-1, ADMINISTRATION, of Title 16, LICENSING CONTROL AND REGULATION OF BUSINESS, of the Revised Ordinances of Kaysville City, 1993, is amended as follows:

16-1-4 Licenses Required

1. Unless qualified as exempt per Utah Code 10-1-203, Every person, partnership and corporation engaged in business in Kaysville City shall secure from the City License Officer a license for such business. Home occupations that do not have an offsite impact that materially exceeds the offsite impact of the primary residential use alone may receive a business license from the City at their request so long as the administrative fee associated with this license is paid in full.
2. A license shall be obtained in the manner prescribed herein for each branch establishment or location where a separate business is conducted, provided that warehouses and distributing plants used in connection with and incidental to a business licensed under the provisions of this Title shall not be deemed to be separate places of business or branch establishments. Each rental property shall be deemed a branch establishment or separate place of business for the purposes of this Title when there is a representative of the owner or the owner's agent or there is a regular employee of the owner or of the owner's agent working on the premises.
3. No license shall be required by Kaysville City of any person whose only business activity in Kaysville City is the mere delivery in the City of property purchased or acquired in good faith from such person at his regular place of business outside the City, providing that:
 - a. Such person's business is, at the time of such delivery, licensed by the municipality or county in which such place of business is situated.

- b. No intent by such person is shown to exist to evade the provisions of this Title.
- 4. The License Officer shall issue special permits without the payment of any license fees or other charges therefor, to any person or organization for the conduct or operation of a non-profit enterprise, either regularly or temporarily, when he finds that the applicant operates without private profit, for a public, charitable, educational, literary, fraternal or religious purpose.
 - a. An applicant for a special permit shall submit an application therefor to the License Officer, upon forms prescribed by the License Officer, and shall furnish such additional information and make such affidavits as the License Officer shall require.
 - b. A person or organization operating under a special permit shall operate his non-profit enterprise in compliance with this Title and all other applicable rules and regulations except as provided herein.

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

SECTION IV: Effective Date. This Ordinance shall take effect 20 days after being passed and adopted by the City Council.

PASSED AND ADOPTED by the City Council of Kaysville City, Utah, this 6th day of September, 2018

Katie Witt
Mayor

ATTEST:

Maria T. Devereux
City Recorder

STAFF REPORT



COUNCIL MEETING DATE: September 6, 2018
ITEM NO.: 4 c.

TYPE OF ITEM: Action Item
PRESENTED BY: Paul J. Erickson, Fire Chief

SUBJECT/AGENDA TITLE: Purchase of Fire Rescue/Engine Apparatus and Approval of Capital Equipment Lease Financing

EXECUTIVE SUMMARY:

The Fiscal Year 2019 Budget includes the capital lease of a new Fire Rescue/Engine and associated equipment. The Fire Department has received a quote and specifications proposal and proposals have been received for financing.

The net cost for the apparatus and associated equipment is \$837,865.31.

The recommended lease financing proposal is from Zion's Bank with a six year term, interest rate of 2.86% and semi-annual payments of \$76,025.67.

Kaysville Fire Department will replace its heavy rescue vehicle (21 years old) and place its second engine (17 years old) in reserve status. National Fire Protection Association (NFPA) standards state an engine should be placed in reserve status after 15 years of operational use.

Council Options: Approve / Disapprove

Recommended Options: **Approve**

Fiscal Impact & Fund Source for Recommended Action: FY19 Budget – Capital Lease

Attachments:

- (1) Quote for Fire Rescue/Engine and equipment.
- (2) NFPA 1901 Standard.
- (3) Capital Lease Financing Proposals.

EXHIBIT A

PURCHASE DETAIL FORM

Superior Manufacturing
 Director of Order Management
 7285 South 700 West
 Midvale, Utah 84047
 Fax (801) 565-0671

Date: June 6, 2018

Customer Name: Kaysville City Fire Department

Quantity	Chassis Type	Body Type	Price per Unit
1	Quantum	PUC/ Heavy Rescue	\$778,448.51
1	Prepay Interest Discount	Prepay Discount	\$(16,385.96)
1	Prepay Chassis Discount	Prepay Discount	\$(11,192.53)
1	Consortium Discount	Fire Rescue GPO	\$(7,115.00)
	Total with Prepay	Discounts	\$743,755.02
1	Equipment List	Attached	\$94,110.29
	Total Truck and Equipment		\$837,865.31

Price reflects the listed discounts Consortium pricing offered through Fire Rescue GPO (NPP.GOV) or HGAC Consortiums. Prepay discount has been provided above as a courtesy. If customer pays 100% of the truck cost within 15 days of signed contract purchase price of truck will be discounted by (\$27,578.49) for a total purchase price of \$743,755.02

Warranty Period: See attached warranty tab

Training Requirements: Provided by Pierce Certified Trainer

Other Matters: 1 year performance bond included in build

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Superior available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Price reflects the listed discounts Consortium pricing offered through Fire Rescue GPO (NPP.GOV) or HGAC Consortiums. Prepay discount has been provided above as a courtesy. If customer pays 100% of the truck cost within 15 days of signed contract purchase price of truck will be discounted by (\$27,578.49) for a total purchase price of \$743,755.02

[NOTE: If deferred payment arrangements are required, Customer must make such financial arrangements through a financial institution acceptable to Superior.] All taxes, excises and levies that Superior may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Superior to Customer shall be for the account of Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Superior will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), Customer may withhold up to five percent (5%) of the Purchase Price until such time that Superior substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Superior shall have and retain a purchase money security interest in all goods and products now or hereafter sold to Customer by Superior or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Superior, Superior shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Utah.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF June 6, 2018 BETWEEN SUPERIOR MANUFACTURING AND Kaysville City Fire Department WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY SUPERIOR MANUFACTURING HEREIN.

Kaysville Fire Heavy Rescue

Equipment list

Qty	Size	FIRE HOSE	Unit Price	Total Price	Part number
2	50 ft	5" Storz locking coupling LDH red	\$ 390.56	\$ 781.11	
9	100 ft	5" Storz locking coupling LDH yellow	\$ 601.39	\$ 5,412.50	
6	50 ft	2 1/2" yellow hose	\$ 161.67	\$ 970.00	
8	50 ft	2 1/2" red hose	\$ 161.67	\$ 1,293.33	
8	50 ft	1 3/4" red hose (1.5" Couplings)	\$ 119.17	\$ 953.33	
6	50ft	1 3/4" yellow hose (1.5" Couplings)	\$ 119.17	\$ 715.00	
				\$ 10,125.28	

Qty	Size	Nozzels & Appliances	Unit Price	Total Price	Part number
4	1 1/2	TFT Combination Nozzle	\$ 705.88	\$ 2,823.53	
2	2 1/2	TFT Combination Nozzle	\$ 794.12	\$ 1,588.24	
1	1 1/2	TFT Smoothbore Nozzle	\$ 277.65	\$ 277.65	
1	2 1/2	TFT Smoothbore Nozzle	\$ 307.65	\$ 307.65	
3	1 1/2	Double male Adepter	\$ 10.73	\$ 32.19	
3	2 1/2	Double male Adepter	\$ 13.87	\$ 41.61	
3	1 1/2	Double Female Adepter	\$ 17.67	\$ 53.01	
3	2 1/2	Double Female Adepter	\$ 23.98	\$ 71.93	
2		5" Storz to 5' Thread	\$ 188.66	\$ 377.32	
1		5" Storz to 4" Thread	\$ 180.47	\$ 180.47	
2		1 1/2" to 1" Reducer	\$ 13.25	\$ 26.49	
2		2 1/2" to 1" Reducer	\$ 25.24	\$ 50.47	
3		2 1/2" to 1 1/2" Reducer	\$ 13.25	\$ 39.74	
2		5" storz to 2 1/2" Female	\$ 105.35	\$ 210.71	
1		5" storz to 2 1/2" male	\$ 92.65	\$ 92.65	
2		2 1/2" to 2 1/2 Gate Y	\$ 808.82	\$ 1,617.65	
3	2 1/2"	Gate Valve	\$ 189.00	\$ 567.00	
2		2 1/2" to 1 1/2' Gated wye	\$ 243.22	\$ 486.45	
2		5" thread on truck to 5" Storz Gate Valve (PRV)	\$ 1,523.53	\$ 3,047.06	
1		5" thread on hydrant to 5" Storz Gate Valve (Hydrant Gate Valve)	\$ 650.65	\$ 650.65	
				\$ 12,542.45	

Qty	Size	Hand Tools	Unit Price	Total Price	Part number
4		Loose 4"-6" Storz Wrench	\$ 13.24	\$ 52.94	
4		Loose 1"-3" Spanner Wrench	\$ 13.76	\$ 55.06	
2		Loose Double Spanner Adjustable Hydrant Wrench	\$ 43.88	\$ 87.76	
2		1"-3" Spanner Set / Double Spanner Hydrant wrench W/ mount	\$ 114.59	\$ 229.18	
2		1"-3" Spanner Set W/ mount	\$ 64.29	\$ 128.59	
2		4"-6" Storz Wrench W/mount	\$ 76.24	\$ 152.47	

1		Hydrant tool Bag	\$ 36.47	\$ 36.47	
2		36" Hose Straps	\$ 52.00	\$ 104.00	
2		24" Hose Straps	\$ 30.71	\$ 61.41	
1		Hose Roller	\$ 124.41	\$ 124.41	
2		Rubber Mallet	\$ 23.08	\$ 46.16	
2		Flat head axe	\$ 39.36	\$ 78.73	
1		Pick Head Axe	\$ 41.91	\$ 41.91	
1		Bolt Cutters	\$ 47.06	\$ 47.06	
2	30"	Haligan	\$ 129.68	\$ 259.36	
1		Sledge Hammer	\$ 43.38	\$ 43.38	
1		4' D-Handle Pike	\$ 47.44	\$ 47.44	
2		Shovels Square Nose	\$ 25.26	\$ 50.52	
1		Push Broom	\$ 51.71	\$ 51.71	
1		Battery Dewalt Tool Kit W/ Drill, 1/4in Driver, and Sawzall	\$ 469.41	\$ 469.41	

\$ 2,167.96

Qty	Size	Lighting	Unit Price	Total Price	Part Number
2		Streamlight Vulcan 180 LED (W/ 12v charge)	\$ 155.25	\$ 310.49	
5		Streamlight Survivor Red (low profile) LED Flashlight (W/ 12v charge)	\$ 137.86	\$ 689.29	
1		Streamlight Portable Scene Light 5300 lumens	\$ 634.76	\$ 634.76	
4		Safety puck lights (set of 4)	\$ 94.12	\$ 376.47	

\$ 2,011.02

Qty	Size	Fire Extinguishers	Unit Price	Total Price	Part Number
1	10lb	ABC Dry Chemical Extinguisher With Mounting Bracket	\$ 130.59	\$ 130.59	
1		Water Can With Mounting Bracket	\$ 116.47	\$ 116.47	
1		Type K Fire Extinguisher With Mounting Bracket	\$ 176.47	\$ 176.47	
1		CO2 Fire Extinguisher With Mounting Bracket	\$ 264.71	\$ 264.71	

\$ 688.24

Qty	Size	Thermal Imaging	Price	Total Price	Part Number
1		TIC with charger or newest model	\$ 9,500.00	\$ 9,500.00	
1		Handheld Heat Detector	\$ 80.00	\$ 80.00	

\$ 9,580.00

Qty	Size	SCBA'S And RIT	Price	Total Price	Part Number
8		Spare SCBA Cylinder MSA 45 Minute	\$ 1,303.24	\$ 10,425.88	
1		RIT Pack With Mask, Cylinder, Etc.	\$ 2,691.76	\$ 2,691.76	

\$ 13,117.64

Qty	Size	Saws & Fan	Price	Total Price	Part Number
2	21"	Leader BATFAN 45 PPV FAN	\$ 3,700.00	\$ 7,400.00	
1	20"	STIHL MS461 R Rescue Saw	\$ 1,200.00	\$ 1,200.00	
1		Husqvarna K12 FD Fire Rescue Saw	\$ 1,678.82	\$ 1,678.82	

\$ 10,278.82

Qty	Size	Extrication Equipment	Price	Total Price	Part Number
1		Holmatro Battery Spreader	10175	\$ 10,175.00	GSP 5250 EVO3

1		Holmatro Battery Cutter	10364	\$ 10,364.00	GCU 5060i EVO3
2		Holmatro Tool Batteries with charger	595	\$ 1,190.00	
1		Electrical Backup Cord for Battery Tools	399	\$ 399.00	
1		45 degree Mounting Brackets for both tools	662	\$ 662.00	
1		Paratech Rapid Extrication Kit (struts and airbag)		3500	22-88DREK
				\$ 26,290.00	

Qty	Size	Rescue Equipment	Price		Part Number
200		CMC Orange Rescue Rope (1/2"-12.5mm)	1.61	322	281201
200		CMC Blue Rescue Rope (1/2"-12.5mm)	1.61	322	281202
48		Tubular Webbing Orange	0.49	23.52	200101
60		Tubular Webbing Red	0.49	29.4	200103
10		D-Carabiners (Screw lock Gold)	56	560	300110
2		MPD (13m)	750	1500	333000
2		Anchor Plate Classic CMC Aluminum	67	134	300610
4		CMC HD Pulley (HD2)	130	520	300441
2		CMC Ascenders	85	170	341103
2		CMC Response Harness (MED)	450	900	202814
2		CMC Response Harness (LRG)	450	900	202815
				5380.92	

Qty	Size	Mounting Brackets	Price	Total Price	Part Number
2	1 1/2	Nozzle mounting base	\$ 32.61	\$ 65.22	
2	2 1/2	Nozzle mounting base	\$ 32.82	\$ 65.65	
1		Peg board mounting bracket for flat head axe	\$ 97.06	\$ 97.06	
1		Peg board mounting bracket for Pick head axe	\$ 119.41	\$ 119.41	
1		Peg board mounting bracket for Haligan	\$ 67.06	\$ 67.06	
1		Peg board mounting bracket for sledge hammer	\$ 71.18	\$ 71.18	
1		Peg board mounting bracket for D handle closet hook	\$ 67.06	\$ 67.06	
1		Peg board mounting bracket for bolt cutters	\$ 75.32	\$ 75.32	
				\$ 627.95	

Qty	Size	EMS Equipment	Price		Part Number
1		Lifepack 1000 Defibrillator	\$1,300	\$1,300	ED4000
				\$1,300	

Equipment Total

\$ 94,110.29

NFPA 1901 Standard for Automotive Fire Apparatus

D.1 General. To maximize firefighter capabilities and minimize risk of injuries, it is important that fire apparatus be equipped with the latest safety features and operating capabilities. In the last 10 to 15 years, much progress has been made in upgrading functional capabilities and improving the safety features of fire apparatus. Apparatus more than 15 years old might include only a few of the safety upgrades required by the recent editions of the NFPA fire department apparatus standards or the equivalent Underwriters Laboratories of Canada (ULC) standards. Because the changes, upgrades, and fine-tuning to NFPA 1901 have been truly significant, especially in the area of safety, fire departments should seriously consider the value (or risk) to firefighters of keeping fire apparatus more than 15 years old in first-line service. It is recommended that apparatus more than 15 years old that have been properly maintained and that are still in serviceable condition be placed in reserve status; be upgraded in accordance with NFPA 1912; and incorporate as many features as possible of the current fire apparatus standard (*see Section D.3*). This will ensure that, while the apparatus might not totally comply with the current editions of the automotive fire apparatus standards, many of the improvements and upgrades required by the current editions of the standards are available to the firefighters who use the apparatus.

D.2 Evaluating Fire Apparatus. It is a generally accepted fact that fire apparatus, like all types of mechanical devices, have a finite life. The length of that life depends on many factors, including vehicle mileage and engine hours, quality of the preventative maintenance program, quality of the driver training program, whether the fire apparatus was used within the design parameters, whether the apparatus was manufactured on a custom or commercial chassis, quality of workmanship by the original manufacturer, quality of the components used, and availability of replacement parts, to name a few.

In the fire service, there are fire apparatus with 8 to 10 years of service that are simply worn out. There are also fire apparatus that were manufactured with quality components, that have had excellent maintenance, and that have responded to a minimum number of incidents that are still in serviceable condition after 20 years. Most would agree that the care of fire apparatus while being used and the quality and timeliness of maintenance are perhaps the most significant factors in determining how well a fire apparatus ages.

Critical enhancements in design, safety, and technology should also play a key role in the evaluation of an apparatus' life cycle. Previous editions of the fire department apparatus standards featured many requirements advancing the level of automotive fire apparatus safety and user friendliness. Contained within the 2009 edition were requirements for roll-over stability; tire pressure indicators; seat belt warning systems requiring all occupants be properly seated and belted; extended seat belt length requirements resulting from an in-depth anthropometric study evaluating the average size of today's fully dressed firefighter; road ability, including minimum accelerations and top speed limitations; enhanced step and work surface lighting; cab integrity testing; increased use of retroreflective striping in the rear of

apparatus, providing a consistent identifiable set of markings for all automotive fire apparatus; and enhanced aerial control technologies, enabling short jacking and envelope controls.

D.3 Upgrading Fire Apparatus. Any apparatus, whether in first-line or reserve service, should be upgraded in accordance with NFPA 1912, as necessary, to ensure that the following features are included as a minimum:

- (1) Seat belts with seat belt warning systems are available for every seat and are new or in serviceable condition.
- (2) Warning lights meet or exceed the current standard.
- (3) Reflective striping meets or exceeds the current standard.
- (4) Slip resistance of walking surfaces and handrails meets the current standard.
- (5) A low-voltage electrical system load manager is installed if the total connected load exceeds the alternator output.
- (6) The alternator output is capable of meeting the total continuous load on the low voltage electrical system.
- (7) Where the gross vehicle weight rating (GVWR) is 36,000 lb (16,000 kg) or more, an auxiliary braking system is installed and operating correctly.
- (8) Ground and step lighting meets or exceeds the current standard.
- (9) Noise levels in the driving and crew compartment(s) meet the current standard, or appropriate hearing protection is provided.
- (10) All horns and sirens are relocated to a position as low and as far forward as possible.
- (11) Signs are present stating that no riding is allowed on open areas.
- (12) A pump shift indicator system is present and working properly for vehicles equipped with an automatic chassis transmission.
- (13) For vehicles equipped with electronic or electric engine throttle controls, an interlock system is present and working properly to prevent engine speed advancement at the operator's panel, unless either the chassis transmission is in neutral with the parking brake engaged, or the parking brake is engaged, the fire pump is engaged, and the chassis transmission is in pumping gear.
- (14) All loose equipment in the driving and crew areas is securely mounted in accordance with the current standard.

Summary of Capital Lease Financing Proposals
Fire Apparatus

Bidder	Response	Coupon Rate / Interest Rate	Semi-Annual Lease Payment
Chase Bank	8/29/2018	3.16%	\$76,691.79
Zions Bank	8/28/2018	2.86%	\$76,025.67
Aquila Fund	Did Not Respond	--	---
Bank of America	Did Not Respond	--	---
Bank of American Fork	Did Not Respond	--	---
Bank of Utah	Did Not Respond	--	---
Central Bank	Did Not Respond	--	---
Key Bank	Did Not Respond	--	---
State Bank of Southern Utah	Did Not Respond	--	---
US Bank	Did Not Respond	--	---
Washington Federal	Did Not Respond	--	---
Wells Fargo	Did Not Respond	--	---

KAYSVILLE CITY
REQUEST FOR PROPOSAL
BANK QUALIFIED CAPITAL EQUIPMENT LEASE

Description

One Custom Built Pierce Quantum Heavy Rescue Fire Apparatus with Equipment.
(See Attached Exhibit – Purchase Detail Form)

Bidding Information – Proposed Terms

- \$837,865 Financing
- Funding Date October 1, 2018
- 5 Years Semi-Annual Level Payment
- The initial Lease Payment - January 15, 2019

Principal Amount **\$837,865.31**

Payment No.	Due Date	Lease Payment	Principal	Interest	Balance
1	15-Jan-19				
2	15-Jul-19				
3	15-Jan-20				
4	15-Jul-20				
5	15-Jan-21				
6	15-Jul-21				
7	15-Jan-22				
8	15-Jul-22				
9	15-Jan-23				
10	15-Jul-23				
11	15-Jan-24				
12	15-Jul-24				

The capital lease payments will be made from the General Fund/Debt Service Fund.
The most recent published Comprehensive Annual Financial Report may be obtained from the Kaysville City Offices or on-line at www.kaysvillecity.com. Please direct any questions regarding the financing to Dean Storey, Finance Director, 801 546 1235 or dstorey@kaysvillecity.com.

Please provide proposals to Kaysville City Corporation, 23 East Center Street, Kaysville, UT 84037 – Attn: Dean Storey. Proposals requested by 5:00 p.m. Wednesday, August 29, 2018.
Kaysville City reserves the right to reject any and all proposals.



JPMorgan Chase Bank, N.A.
2910 Washington Blvd, Floor 02
Ogden, UT, 84401-3751
Tel: 801-605-2662 Fax: 801-207-8452
E-Mail: steve.gleason@chase.com

Steve L Gleason
Vice President
Sr. Relationship Manager

August 29, 2018

Dean Storey
Kaysville City Corporation
23 East Center Street
Kaysville, UT 84037

Dear Dean Storey:

JPMorgan Chase Bank, N.A. is pleased to submit the following equipment financing proposal. This document is for discussion purposes only and is contingent upon the Lessee's compliance with the requirements of the Internal Revenue Code of 1986 ("Code"), as amended, and all applicable state laws related to Lessee's ability to enter into a tax-exempt lease-purchase financing for the intended purposes. The final terms and conditions are subject to credit approval and may be different from the terms and conditions outlined below.

Type of Transaction:	Fixed-rate, fully amortizing, tax-exempt lease-purchase agreement ("Agreement").
Lessor:	JPMorgan Chase Bank, N.A. or any affiliate of JPMorgan Chase Bank, N.A., its successors and/or assigns ("JPMorgan Chase" or the "Lessor").
Lessee:	Kaysville City Corporation
Equipment:	Rescue Fire Apparatus with additional equipment
Financed Amount:	\$837,866
Location of Equipment:	23 East Center Street Kaysville, UT 84037
Commencement Date:	Anticipated to be no later than October 1 st , 2018
Interest Rate:	3.16%
Payments:	Lessee will be required to make twelve consecutive semi-annual payments of principal and interest, each in arrears, equal to \$76,691.79, first payment beginning January 15, 2019.

Adjustments to Rate & Payments:	The Interest Rate and Payments quoted herein are based on current market rates as indicated by the 5 Year Treasury Constant Maturity Rate ("Index Rate"), as most recently published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519). For every change in the Index Rate, an adjustment will be made to the Interest Rate and Payment in order to maintain Lessor's economics. The final Interest Rate and Payment will be agreed to 5 days prior to closing.												
Bank Qualified:	This proposal assumes that Lessee will not issue more than \$10 million in tax-exempt obligations this calendar year and that the Lessee will designate this lease as a "qualified" tax-exempt obligation.												
Use of Proceeds/Title:	To finance the acquisition of Rescue Fire Apparatus with additional equipment, the legal title of which shall vest in the Lessee during the term of the Agreement.												
Prepayment:	The Lessee shall have the right to prepay, in whole, on any payment date. If Lessee chooses to prepay, a penalty will be assessed based on the following schedule: <table> <tr> <td>Month 0-12</td><td>5% of outstanding principal balance</td></tr> <tr> <td>Month 13-24</td><td>4% of outstanding principal balance</td></tr> <tr> <td>Month 25-36</td><td>3% of outstanding principal balance</td></tr> <tr> <td>Month 37-48</td><td>2% of outstanding principal balance</td></tr> <tr> <td>Month 49-60</td><td>1% of outstanding principal balance</td></tr> <tr> <td>Month 61-69</td><td>0% of outstanding principal balance</td></tr> </table>	Month 0-12	5% of outstanding principal balance	Month 13-24	4% of outstanding principal balance	Month 25-36	3% of outstanding principal balance	Month 37-48	2% of outstanding principal balance	Month 49-60	1% of outstanding principal balance	Month 61-69	0% of outstanding principal balance
Month 0-12	5% of outstanding principal balance												
Month 13-24	4% of outstanding principal balance												
Month 25-36	3% of outstanding principal balance												
Month 37-48	2% of outstanding principal balance												
Month 49-60	1% of outstanding principal balance												
Month 61-69	0% of outstanding principal balance												
Security:	Lessee will grant Lessor a first priority security interest in the financed equipment. Lessee will be required to provide a vendor Performance Bond in accordance with the terms and conditions of the contract. Evidence of such document must be satisfactory to Lessor.												
Appropriation:	This Agreement shall be subject to appropriation, with documentation within the Agreement requiring appropriation for payment of all lease schedules or none at all. Appropriation for partial payment or for select assets within a schedule will not be permitted.												
Disbursement of Proceeds:	Lessor will fund directly to vendor.												
Expenses and Fees:	Lessee shall be responsible for all out-of-pocket expenses, including, but not limited to, Lessor's outside counsel, other attorney fees, search and registrations, and appraisals.												
Documentation:	Lessor or its counsel shall prepare documentation. The Lessee shall be responsible for its own expenses related to review of the lease documents and delivery of legal/validity opinion to the Lessor.												
Reporting Requirements:	Lessee shall deliver audited annual financial statements within 180 days of end of each fiscal year.												

Events of Default:	The Events of Default will be standard and customary for transactions of this nature.
Maintenance and Insurance:	All maintenance and insurance are the responsibility of Lessee. Lessee shall bear all risk of loss or damage to the Equipment and shall be responsible for keeping the Equipment insured with companies satisfactory to and for such amounts as required by Lessor. Lessor, its parent and affiliates, its successors, and assigns, must be named as loss payee and additional insured as applicable, on all insurance policies. Evidence of such insurance must be satisfactory to Lessor.
Representation and Warrants:	Usual representations and warranties in connection with the financing, including without limitation, absence of material adverse change, absence of material litigation, absence of Default or potential default and continued accuracy of representations.
Conditions Precedent:	Usual and customary conditions related to the issuance of the Tax-Exempt financing, including acceptable legal documentation and standard approvals from the City, State and local officials, as may be required.
Governing Law:	All aspects of the financing being discussed including this Proposal and any loan documents would be governed by the laws of the State of Utah.
Waiver of Jury Trial:	The Lessee will waive, to the fullest extent permitted by applicable law, any right to have a jury participate in resolving any dispute in any way related to this term sheet, any related documentation or the transactions contemplated hereby or thereby.
Waiver of Immunity:	Lessee hereby expressly and irrevocably waives any immunity (including sovereign, crown or similar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process in any forum with respect to Lease.
Proposal Only:	This proposal is not a commitment to undertake this financing. A commitment can be issued only after full credit and economic review and subsequent approval by the appropriate officers of JPMorgan Chase Bank, NA or any affiliate of JPMorgan Chase Bank, NA, its successors and/or assigns. A commitment shall not be binding on Lender/Lessor unless it is in writing and signed by Lender/Lessor and accepted by Lessee. Lender/Lessor will have the sole right of assignability of this proposal or any lease between Lessee and Lender/Lessor.
Expiration Date:	This proposal will expire September 12, 2018 unless Lessee acknowledges its acceptance by signing and returning a copy of this proposal to Lessor.
Confidentiality:	You further acknowledge that Lessor and its affiliates (collectively, "Chase") may, from time to time, be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transaction described herein and otherwise. In return, Chase confirms that it will not use

confidential information obtained from you by virtue of the potential transaction contemplated by this proposal or our other relationships with you in connection with the performance by Chase of such services for other companies. You also acknowledge that Chase will not use in connection with the potential transaction contemplated by this preliminary proposal, or furnish to you, confidential information obtained from other companies.

**IRS Circular 230
Disclosure:**

JPMorgan Chase & Co. and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not intended or written to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with JPMorgan Chase & Co. of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

Please feel free to contact me at 801-605-2662 if you would like to discuss this proposal in greater detail or have additional equipment financing requirements. Upon receipt of the accepted proposal, we will begin the approval process. Thank you for the opportunity to serve your equipment financing needs.

Sincerely,

JPMorgan Chase Bank, N.A.

By: Steve L Gleason

Title: Vice President, Sr. Relationship Manager

Kaysville City Corporation

Accepted Date: _____

By: _____

Title: _____

Loan Amortization - NOT FOR PAYOFFS - Demonstration use only					
date	funding	payment	interest	principal	balance
-----	-----	-----	-----	-----	-----
10/1/2018	\$837,865.00				\$837,865.00
1/15/2019		\$ 76,691.79	\$ 7,648.78	\$ 69,043.01	\$768,821.99
7/15/2019		\$ 76,691.79	\$12,147.39	\$ 64,544.40	\$704,277.59
1/15/2020		\$ 76,691.79	\$11,127.59	\$ 65,564.20	\$638,713.39
7/15/2020		\$ 76,691.79	\$10,091.67	\$ 66,600.11	\$572,113.28
1/15/2021		\$ 76,691.79	\$ 9,039.39	\$ 67,652.40	\$504,460.88
7/15/2021		\$ 76,691.79	\$ 7,970.48	\$ 68,721.30	\$435,739.58
1/15/2022		\$ 76,691.79	\$ 6,884.69	\$ 69,807.10	\$365,932.48
7/15/2022		\$ 76,691.79	\$ 5,781.73	\$ 70,910.05	\$295,022.42
1/15/2023		\$ 76,691.79	\$ 4,661.35	\$ 72,030.43	\$222,991.99
7/15/2023		\$ 76,691.79	\$ 3,523.27	\$ 73,168.51	\$149,823.48
1/15/2024		\$ 76,691.79	\$ 2,367.21	\$ 74,324.58	\$ 75,498.90
7/15/2024		\$ 76,691.79	\$ 1,192.88	\$ 75,498.90	\$ (0.00)
	-----	-----	-----	-----	
	\$837,865.00	\$920,301.43	\$82,436.43	\$837,865.00	

Kaysville City, Utah

\$837,865.31 Equipment Lease Purchase

Dated October 1, 2018

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
10/01/2018	-	-	-	-
01/15/2019	69,103.04	2.860%	6,922.63	76,025.67
07/15/2019	65,032.37	2.860%	10,993.30	76,025.67
01/15/2020	65,962.33	2.860%	10,063.34	76,025.67
07/15/2020	66,905.59	2.860%	9,120.08	76,025.67
01/15/2021	67,862.34	2.860%	8,163.33	76,025.67
07/15/2021	68,832.77	2.860%	7,192.89	76,025.66
01/15/2022	69,817.08	2.860%	6,208.59	76,025.67
07/15/2022	70,815.46	2.860%	5,210.20	76,025.66
01/15/2023	71,828.13	2.860%	4,197.54	76,025.67
07/15/2023	72,855.27	2.860%	3,170.40	76,025.67
01/15/2024	73,897.10	2.860%	2,128.57	76,025.67
07/15/2024	74,953.83	2.860%	1,071.84	76,025.67
Total	\$837,865.31	-	\$74,442.71	\$912,308.02

Yield Statistics

Bond Year Dollars	\$2,602.89
Average Life	3.107 Years
Average Coupon	2.8600004%
Net Interest Cost (NIC)	2.8600004%
True Interest Cost (TIC)	2.8608440%
Bond Yield for Arbitrage Purposes	2.8608440%
All Inclusive Cost (AIC)	2.8608440%
IRS Form 8038	
Net Interest Cost	2.8600004%
Weighted Average Maturity	3.107 Years

Kaysville City, Utah

\$837,865.31 Equipment Lease Purchase

Dated October 1, 2018

Table of Contents

Report

Debt Service Schedule

1

COMMERCIAL GENERATION AGREEMENT

This Commercial Generation Agreement ("Agreement") is made and entered into as of this _____ day of _____, 20_____, by the City of Kaysville, a municipal corporation and political subdivision of the State of Utah (the "City") and _____ ("Customer") located at _____ Kaysville, Utah 84037.

RECITALS

WHEREAS, the City adopted the Commercial Generation Policy to encourage and regulate the orderly establishment and maintenance of parallel renewable energy systems interconnected with the City's existing electric distribution system; and

WHEREAS, pursuant to the City's Commercial Generation Policy, Customer wishes to establish, operate, and maintain a renewable energy facility interconnected with the City's existing electric distribution system; and

NOW, THEREFORE, the parties mutually agree and covenant as follows:

1. **Renewable energy Commercial Generation Facility:** Customer's renewable energy Commercial Generation facility (the "facility") shall mean the generating facility described in Exhibit A attached hereto. The facility shall consist of a solar photovoltaic, wind generating, or other qualified energy generating facility that is located on the Customer's premises that is interconnected with and operates in parallel with the City's electric transmission and distribution facilities, and is intended to offset part or all of the Customer's own electrical requirements. The design, installation and operation of the Facility shall comply in all aspects with the City's Commercial Generation and Interconnection Policy. Customer shall be responsible for the design, installation and operation of the Facility and for obtaining and maintaining all required permits and approvals related thereto. This Agreement is applicable only to the renewable energy Commercial Generation facility described in Exhibit A and Customer shall not make any modification to the Facility without prior written consent of the City.
2. **Term and Termination:** This agreement shall commence on the date established above and shall remain in effect until terminated by either party upon thirty days prior written notice, provided, however that this Agreement will terminate automatically upon:
 - a. Any change of ownership of customer;
 - b. Any change in ownership of the facility or the premises upon which the facility is located; or
 - c. Any change in the location of the facility.

3. **Measurement of Energy:** A Customer's generating facility used for Commercial Generation metering shall be equipped with two meters. One meter will measure all of the kWh's and demand used by the customer and the other meter will be connected to the line side of the City's power system and show all kWh's produced by the customer's (GF). The City will install both meters at the customer's expense. The metering equipment shall be used to provide information necessary to accurately bill or credit Customer and to collect electrical generating system performance information for research purposes.
4. **Purchase of Energy and Payment:**
 - a. The City shall measure the energy delivered or consumed by the Customer during each billing period, in accordance with normal metering practices.
 - b. Meter number 1 (Commercial meter) shall measure all kWh's consumed by the customer and the highest demand each month. Customer will pay the customer charge according to their appropriate rate class and be charged at the current Commercial rate for the kWh's and demand. Meter number 2 (Production meter) will be connected to the line side of the City's power system and record all kWh's produced by the Generating Facility, customer will be credited at the Commercial Solar rates for all kWh's produced. Customer shall be billed for the energy supplied to Customer by the City's electric distribution system together with the appropriate customer charge paid by other customers of the City in the same rate class.
 - d. The City will only compensate a "GF" (Generating Facility) customer up to but not to exceed the amount that it consumes in kWh's during the calendar year. If the customer generates more kWh's than they consume through the calendar year, that excess will be forfeited. At the end of the year the City will review the customer's account and a billing adjustment will be made for any over payment the customer received during the previous year. The adjustment will be prorated over the next 6 months.
 - e. Customer shall pay any amount owing for electric service provided by the City in accordance with applicable rates and policies. Nothing in this Section shall limit the City's rights under applicable Rate Schedules, City Ordinances, Customer Service Policies, and General Provisions.
 - f. The customer will release to City all renewable energy credits "REC", solar renewable-energy credits "S-REC", or other renewable attributes as appropriate based on actual on-site electric generation from the renewable resource.
5. **Interconnection:** Customer shall provide the electrical interconnection on its side for both meters. Metering equipment will be connected in accordance with the City's Interconnection Standards, at the customers' expense. The City may make such modifications to the City's system as

are reasonably necessary to accommodate the Facility in accordance with the City's Commercial Generation agreement and Interconnection Standards (at the Customers Expense). An engineering review may be required (at the Customer's Expense). The cost for such modifications will shall be paid prior to construction. Customer shall ensure, at its own expense, that the facility includes all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the City's Commercial Generation Agreement and Interconnection Standards, as may be amended from time to time by other applicable City policies and ordinances, by applicable state law, and by the National Electric Code, National Electric Safety Code, and the Institute of Electrical and Electrical Engineers and Underwriters Laboratories. Customer shall not commence parallel operation until the City has inspected the Facility, including all interconnection equipment and issued a written approval in accordance with the City's Commercial Generation Agreement and Interconnection Standards.

6. **Disconnect Device:**

An interconnection customer of the City must install and maintain a manual disconnect switch which will disconnect the generating facility from the utility's distribution system. The disconnect switch must be a lockable, load-break switch that plainly indicates whether it is in the open or closed position. The Disconnect switch must be readily accessible to the City at all times and located within 10 feet of the utility's meter.

Must have a red 5x7 permanent plaque to indicate alternate power source.

i. **Exemption:**

The disconnect switch and batteries may be located more than 10 feet from the utility meter if permanent instructions are posted on a 5" x 7" plaque, that is red in color at the utility meter indicating the precise location of the disconnect switch and battery location. In this case Kaysville City must approve the location of the disconnect switch prior to the installation of the generating facility.

- a. The Commercial Generation agreement is between Kaysville City and the Kaysville City business owner. No third parties.
- b. All generating facilities, batteries and all types of storage devices must immediately disconnect from Kaysville City's distribution system upon any and all power outages on Kaysville City's distribution system (line Side).

7. **Operational Standards:** The Facility must be designed to operate within allowable operating standards for the City's electric distribution system. The facility must not adversely affect the quality or reliability of service provided to the City's other customers. The City shall have the right to periodically inspect the Facility.

Customers shall furnish, operate, and maintain in good order and repair, at Customers cost, all equipment required for the safe operation of the facility in parallel with the City's electric distribution system. This includes, but is not limited to equipment necessary to:

- a. Establish and maintain automatic synchronism with the City's electric distribution system;
- b. Automatically disconnect the facility from the City's electrical distribution system in the event of overload or outage of the City's electrical distribution system; and
- c. Customer must pay for and have a production meter installed to capture all of the kWh's produced by the customer's GF.

8. **Installation and Maintenance:** Except for the Commercial meter owned by the City, all equipment on customer's side of the delivery point, including the disconnect device, shall be provided and maintained in satisfactory operating condition by Customer and shall remain the property and responsibility of the Customer. The City will bear no responsibility for the installation or maintenance of Customer's equipment or for any damage to property as a result of any failure or malfunction thereof. The City shall not be liable, directly or indirectly for permitting or continuing to allow the interconnection of the facility or for the acts or omissions of customer or the failure or malfunction of any equipment of Customer that caused loss or injury, including death, to any party.

9. **Indemnity and Liability:** Customer shall defend, hold harmless, and indemnify the City its directors, officers, employees, and agents against any and all loss, liability, damage, claim, cost, charge, demand or expense including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense including attorney's fees for injury or death to persons, including employees of the City, and Customer and damage to property, including property of the City, Customer, or any other person, arising out of or in connection with:
- (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection, or ownership of the facility; or,
 - (b) The making of placements, additions, betterment to, or reconstruction of the facility.

Customer's obligation to indemnify the City hereunder shall apply regardless of whether the City is alleged or determined to have contributed to or been concurrently, jointly, or independently negligent.

10. **Pre-Operation Inspection:** Prior to interconnection, the facility and associated interconnection equipment must be inspected and approved by the City and by any other governmental authority having jurisdiction.
11. **Access:** Authorized City employees shall have the right to enter upon customer's property at any time for the purpose of inspection and/or operating the disconnect device and meters and making additional tests

concerning the operation and accuracy of the City's meters.

12. **Integration Clause:** This document constitutes the entire agreement between the parties and may not be amended except in writing, signed by the Parties.
13. **Assignment:** This agreement may not be assigned by customer in whole or in part without the prior written consent of the city, which consent may be granted or withheld at the City's sole and absolute discretion.
14. **Relationship of the Parties:** Nothing in the agreement shall be constructed to imply joint venture or partnership between the parties.
15. **Governing Law and Venue:** This agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve the cause of action with mandatory federal jurisdiction, shall be the Fifth District court for the State of Utah. The parties further agree that the Federal District Court for the district of Utah shall be the venue for the cause of action with mandatory federal jurisdiction.
16. **Notices:** All notices, demands, and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Customer:

_____(Name)
_____(Address)
_____(Address)
_____(System size in ACKW)

To City:

Kaysville City
Power Department
721 West Old Mill Lane
Kaysville, Utah 84037

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

17. **Counterparts:** This agreement may be executed in counterparts each of which shall be an original and shall constitute one of the same agreements.
18. **Attorney's Fees:** In the event of any action of suit by a party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other party all costs and expenses incurred therein, including reasonable attorney's fees.
19. **Payment of Costs:** Provided Customer has not exercised its right to terminate this Agreement. Customer shall reimburse the City for Customers' share of costs under this agreement within thirty days of Customer's receipt of an invoice for such costs from City, which invoice shall contain reasonably satisfactory supporting documentation demonstrating that the work underlying such invoice has been performed and documentation demonstrating that the costs for which Customer is invoiced are the obligation of Customer pursuant to this Agreement.
20. **Counterparts:** This agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

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

KAYSVILLE CITY

STATE OF UTAH)
 : Ss.
COUNTY OF DAVIS)

On the day of _____, 20____, personally appeared before me Bruce Rigby, who being by me duly sworn did say, that he, the Resource and Service Manager of Kaysville City Corporation, that the foregoing Agreement was signed and executed in behalf of Kaysville City Corporation.

Notary Public

CUSTOMER

STATE OF UTAH)
 Ss,
COUNTY OF DAVIS)

On the _____ day of _____, 20____, personally appeared before me, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed in the foregoing document and acknowledged before that he/she signed it voluntarily for its stated purpose.

Notary Public

Kaysville City
Commercial Generation Program
Application for Interconnection Review

Please carefully read all of the following information. With the help of your installation Contractor, fully complete the form for Solar Electric Equipment, as well as Kaysville City Commercial Generation Agreement.

Building Permit Number: _____

Application Information:

Customer Name: _____

Customer
Address: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email: _____

A: EQUIPMENT INFORMATION

1. Solar Electric Module
Manufacturer: _____

Module Model Number: _____

2. Power Rating per Module: _____ DC Watts Number of Modules: _____

3. Total Array Output: _____ DC Watts (No. of Modules x Power Rating)

4. Inverter Model Number: _____

5. Inverter's Continuous AC Rating _____ AC Watts Number of Inverters: _____

6. Total Inverter Output: _____ AC Watts (Inverter Continuous AC Rating x Number of Inverters): _____

7. Inverters Continuous AC Rating x Number of Inverters): _____

2. EQUIPMENT LOCATION

1. Solar Electric Array Location: _____ Rooftop _____ Pole Mount or _____
Ground Mount Location:
2. Solar Electric Module Orientation: _____ degrees (e.g., 180 degrees true South)
3. Solar Electric Module Tilt: _____ degrees (e.g., flat mount= 0 degrees; Vertical mount = 90 degrees)
4. Solar Electric Module Tracking: _____ Fixed _____ Single-axis _____
Double-axis _____.
5. Inverter Location: _____ Indoor _____ Outside Location _____
6. Utility-Accessible AC Disconnect Switch Location:

7. Production meter location noted on one line drawing (must be located outside near Commercial meter)
Yes _____ No _____
8. System Type and Mode Operation:
_____ Utility interactive (connected directly to the City's distribution system)

_____ Dedicated circuit, utility power as backup (transfer switch)

_____ Stand-alone (system confined to an independent circuit, no utility backup)
9. A one- page site map and system single line must accompany this application. This document must indicate the location of the solar electric modules, the inverter, batteries (if any), lockable disconnect switch, and point of connection with the utility system. The installation address, current account number at that address, and the installer's name and telephone number must also be included on the site map.

Does this system include batteries or generator back up? ____ Yes _____ No
if yes, there may be additional review required.
10. System rated output (Section A, line 3 above): _____ DC Watts

Total installed System cost: \$ _____ Estimated Start-up date. _____

Property Owners Signature

“EXHIBIT A”

Commercial Generation AND INTERCONNECTION INFORMATION

SECTION 1 CUSTOMER INFORMATION

Name:

Utility Customer Account Number (from the utility bill)

Mailing Address:

Physical Address: (if different from above)

Daytime Phone:

Evening Phone:

Email Address:

SECTION 2 Commercial Generation FACILITY INFORMATION

SYSTEM TYPE ____X____ Solar (PV)

Generator Size (kW AC)

Inverter Manufacturer:

Inverter Model:

Inverter Serial Number:

Inverter Power Rating:

Inverter Location:

Signed: _____

Date: _____

10-2-13 Commercial Generation Policy

1. **Applicability.** The Commercial Generation Program is available to all commercial customers located within the City's current electrical service territory who:
 - a. Purchase electricity from the City under the provisions of the Commercial electric rate service schedule; and
 - b. Own and operate generating facility "GF" a solar, wind, or other qualified renewable generator or generators located on the customer's premises that together:
 - i. Are primarily intended to offset part or all of the customer's own electrical requirements on the premises;
 - ii. Do not exceed ____? kW in total capacity;
 - iii. Are interconnected with Kaysville City's electric system through a production meter and a Commercial meter (two meters); and
 - iv. Production Meter is connected to the Line side of the City's distribution system.
2. **Special Conditions**
 - a. The Commercial customer shall pay for all consumed energy used in accordance with the following formula: and be credited for all production:
 - i. The customer shall be billed for the appropriate customer charge and pay for all electric energy and Demand delivered to the customer by Kaysville City Power and Light at the appropriate Commercial rate class.
 - a. The customer shall be paid for all kWh's produced (Production meter) will be connected to the line side of the City's power system and record all kWh's produced by the Generating Facility, customer will be credited at the Commercial Solar rates for all kWh's produced. Customer shall be billed for the energy supplied to Customer by the City's electric distribution system together with the appropriate customer charge paid by other customers of the City in the same rate class.
3. Follow all provisions in the Interconnection agreement.

- i. Customer shall pay any amount owing for electric service provided by the City in accordance with applicable rates and policies. Nothing in this section shall limit the City's rights under applicable Rate schedules, City ordinances, Customer service policies, any charges deemed appropriate by the City Council and general provisions.
 - ii. In the event the customer terminates service, the customer will be paid for any credit balance according to the provisions set forth in Subsection (3) (a) (ii).
- b. The price for electric energy provided to a customer participating in the Commercial Generation Program shall be the price charged by the City under the provisions of the electric service schedule for which the customer receives service absent this electric Commercial Generation Program. All credited kWh's will be paid to the customer at the Commercial "GF" solar rate in place at that time.
- c. The Program billing adjustment only applies to charges for energy. Participating Commercial Generation customers are subject to all other charges, rates, terms and conditions of the electric service schedule under which the customer receives service except as expressly altered by this electric service Commercial Generation Program.
- d. The customer will release to the City all renewable energy credits (REC), solar renewable-energy credits (S-REC), or other renewable attributes as appropriate based on actual on-site electric generation from the Renewable Resource.
- e. The customer shall provide, at customer's own expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the National Electric Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and any applicable local and state agencies, including any equipment deemed necessary by the City's Power Department expressly to accommodate the customer's request to qualify for this electric service Commercial Generation Program. The customer must first obtain written approval from the City's Power Department before the customer's on-site generating system is energized or interconnected with the City's electric system.
- f. In order to participate in the City's Commercial Generation Program and to receive the benefits of this Program. The customer must first sign a Commercial Generation Agreement with the City. The Interconnection and Service Agreement allows the customer to interconnect and operate in parallel with the City's distribution system and allows the City to test and inspect the customer's system periodically to ensure the safety of electrical workers and the integrity of the City's electric distribution system. The Interconnection and Service Agreement will contain additional terms and conditions for service under this electric service Commercial Generation Program, including specific terms of interconnection and parallel operation with the City's electrical System.

- g. The Commercial Generation agreement may be adjusted or discontinued by the Kaysville City Council for any reason, at any time, without any obligation to existing participants.
 - h. The Commercial generation Agreement and Commercial generation policy is between Kaysville City and the Kaysville City business owner. No third parties.
 - i. The Customers “GF” shall not back feed onto Kaysville City’s distribution system in the event of a power outage on Kaysville City’s distribution system. This includes all “GF’s” batteries and any type of fuel cell or storage system.
- 4. The City shall have the right to inspect a customer's generating facility after interconnection approval is granted, at reasonable hours and with reasonable prior notice to the customer. If the City discovers that the customer's generating facility is not in compliance with the requirements of this policy, or that the customer's facility adversely affects the safety or reliability of the electric distribution system, the City may require the customer to disconnect the customer's generating facility until compliance is achieved.
- 5. The City shall have the right to disconnect the customer's generating facility in the event it causes problems. The customer will have the option of correcting the problem, at which time the system will be re-inspected before beginning operation again. The customer shall be required to install a manual disconnect device as stated in the Commercial generation Interconnection and Service Agreement. The disconnect shall be readily accessible to City authorized personnel.
- 6. The customer shall be responsible for any damage caused by the customer's generating facility to the City's system and/or neighboring services. The customer shall be responsible for the installation and maintenance of applicable protection equipment and for any damage caused by improper application, maintenance or faulty equipment. Kaysville City shall not be liable directly or indirectly for permitting or continuing to allow an attachment or a Commercial generation facility, or for the acts or omissions of the customer's generator that cause loss or injury, including death, to any third party.

COMMERCIAL (SUMMER SEASON) GENERATION AGREEMENT

RECITALS

WHEREAS, the City adopted the Commercial (summer season) Generation Policy to encourage and regulate the orderly establishment and maintenance of parallel renewable energy systems interconnected with the City's existing electric distribution system; and

WHEREAS, pursuant to the City's Commercial Generation Policy, Customer wishes to establish, operate, and maintain a renewable energy facility interconnected with the City's existing electric distribution system; and

NOW, THEREFORE, the parties mutually agree and covenant as follows:

1. **Renewable energy Commercial (SUMMER SEASON) Generation Facility:** Customer's renewable energy Commercial (Summer Season) Generation facility (the "facility") shall mean the generating facility described in Exhibit A attached hereto. The facility shall consist of a Hydro generating facility that is located on the Customer's premises that is interconnected with and operates in parallel with the City's electric transmission and distribution facilities. The design, installation and operation of the Facility shall comply in all aspects with the City's Commercial Generation and Interconnection Policy. Customer shall be responsible for the design, installation and operation of the Facility and for obtaining and maintaining all required permits and approvals related thereto. This Agreement is applicable only to the renewable energy Commercial (summer season) Generation facility described in Exhibit A and Customer shall not make any modification to the Facility without prior written consent of the City.
2. The customer agrees to follow all standards of the Commercial Generation agreement and Interconnection Standards.
3. The City agrees to pay the Commercial (summer season) Generation customer _____¢ per kWh produced and delivered to the City's distribution system through the City's Electric Meter. To be paid each month to customer.

_____(Name)
_____(Address)
_____(Address)
_____(System size in ACKW)

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

KAYSVILLE CITY

STATE OF UTAH)
 : Ss.
COUNTY OF DAVIS)

On the day of _____, 20____, personally appeared before me Bruce Rigby, who being by me duly sworn did say, that he, the Resource and Service Manager of Kaysville City Corporation, that the foregoing Agreement was signed and executed in behalf of Kaysville City Corporation.

Notary Public

CUSTOMER

STATE OF UTAH)
COUNTY OF DAVIS) Ss,

On the _____ day of _____, 20____, personally appeared before me, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed in the foregoing document and acknowledged before that he/she signed it voluntarily for its stated purpose.

Notary Public

Kaysville City

Commercial Generation Program

Application for Interconnection Review

Please carefully read all of the following information. With the help of your installation Contractor, fully complete the form for Solar Electric Equipment, as well as Kaysville City Commercial Generation Agreement.

Building Permit Number: _____

Application Information:

Customer Name: _____

Customer
Address: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email: _____

A: EQUIPMENT INFORMATION

1. Solar Electric Module
Manufacturer: _____

Module Model Number: _____

2. Power Rating per Module: _____ DC Watts Number of Modules: _____

3. Total Array Output: _____ DC Watts (No. of Modules x Power Rating)

4. Inverter Model Number: _____

5. Inverter's Continuous Ac Rating _____ AC Watts Number of Inverters: _____

6. Total Inverter Output: _____ AC Watts (Inverter Continuous AC Rating x Number of Inverters): _____

7. Inverters Continuous AC Rating x Number of Inverters): _____

2. EQUIPMENT LOCATION

1. Solar Electric Array Location: _____ Rooftop _____ Pole Mount or _____
Ground Mount Location:
2. Solar Electric Module Orientation: _____ degrees (e.g., 180 degrees true South)
3. Solar Electric Module Tilt: _____ degrees (e.g., flat mount= 0 degrees; Vertical mount = 90 degrees)
4. Solar Electric Module Tracking: _____ Fixed _____ Single-axis _____
Double-axis _____.
5. Inverter Location: _____ Indoor _____ Outside Location _____
6. Utility-Accessible AC Disconnect Switch Location:

-
7. Production meter location noted on one line drawing (must be located outside near bi-directional meter)
Yes _____ No _____

8. System Type and Mode Operation:
_____ Utility interactive (parallel/capable of back feeding the meter)
_____ Dedicated circuit, utility power as backup (transfer switch)
_____ Stand-alone (system confined to an independent circuit, no utility backup)

9. A one- page site map and system single line must accompany this application. This document must indicate the location of the solar electric modules, the inverter, batteries (if any), lockable disconnect switch, and point of connection with the utility system. The installation address, current account number at that address, and the installer's name and telephone number must also be included on the site map.

Does this system include batteries or generator back up? ____ Yes ____ No
if yes, there may be additional review required.

10. System rated output (Section A, line 3 above): _____ DC Watts

Total installed System cost: \$ _____ Estimated Start-up date. _____

Property Owners Signature

“EXHIBIT A”

Commercial Generation AND INTERCONNECTION INFORMATION SECTION 1

CUSTOMER INFORMATION

Name:

Utility Customer Account Number (from the utility bill)

Mailing Address:

Physical Address: (if different from above)

Daytime Phone:

Evening Phone:

Email Address:

SECTION 2 Commercial Generation FACILITY INFORMATION

SYSTEM TYPE ____X____ Solar (PV)

Generator Size (kW AC)

Inverter Manufacturer:

Inverter Model:

Inverter Serial Number:

Inverter Power Rating:

Inverter Location:

Signed: _____

Date: _____

10-2-13 Commercial Generation Policy

1. **Applicability.** The Commercial Generation Program is available to all commercial customers located within the City's current electrical service territory who:
 - a. Purchase electricity from the City under the provisions of the Commercial electric rate service schedule; and
 - b. Own and operate generating facility "GF" a solar, wind, or other qualified renewable generator or generators located on the customer's premises that together:
 - i. Are primarily intended to offset part or all of the customer's own electrical requirements on the premises;
 - ii. Do not exceed ____? kW in total capacity;
 - iii. Are interconnected with Kaysville City's electric system through a production meter and a Commercial meter (two meters); and
 - iv. Production Meter is connected to the Line side of the City's distribution system.
2. **Special Conditions**
 - a. The Commercial customer shall pay for all consumed energy used in accordance with the following formula: and be credited for all production:
 - i. The customer shall be billed for the appropriate customer charge and pay for all electric energy and Demand delivered to the customer by Kaysville City Power and Light at the appropriate Commercial rate class.
 - a. The customer shall be paid for all kWh's produced (Production meter) will be connected to the line side of the City's power system and record all kWh's produced by the Generating Facility, customer will be credited at the Commercial Solar rates for all kWh's produced. Customer shall be billed for the energy supplied to Customer by the City's electric distribution system together with the appropriate customer charge paid by other customers of the City in the same rate class.
3. Follow all provisions in the Interconnection agreement.

- i. Customer shall pay any amount owing for electric service provided by the City in accordance with applicable rates and policies. Nothing in this section shall limit the City's rights under applicable Rate schedules, City ordinances, Customer service policies, any charges deemed appropriate by the City Council and general provisions.
 - ii. In the event the customer terminates service, the customer will be paid for any credit balance according to the provisions set forth in Subsection (3) (a) (ii).
- b. The price for electric energy provided to a customer participating in the Commercial Generation Program shall be the price charged by the City under the provisions of the electric service schedule for which the customer receives service absent this electric Commercial Generation Program. All credited kWh's will be paid to the customer at the Commercial "GF" solar rate in place at that time.
- c. The Program billing adjustment only applies to charges for energy. Participating Commercial Generation customers are subject to all other charges, rates, terms and conditions of the electric service schedule under which the customer receives service except as expressly altered by this electric service Commercial Generation Program.
- d. The customer will release to the City all renewable energy credits (REC), solar renewable-energy credits (S-REC), or other renewable attributes as appropriate based on actual on-site electric generation from the Renewable Resource.
- e. The customer shall provide, at customer's own expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the National Electric Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and any applicable local and state agencies, including any equipment deemed necessary by the City's Power Department expressly to accommodate the customer's request to qualify for this electric service Commercial Generation Program. The customer must first obtain written approval from the City's Power Department before the customer's on-site generating system is energized or interconnected with the City's electric system.
- f. In order to participate in the City's Commercial Generation Program and to receive the benefits of this Program. The customer must first sign a Commercial Generation Agreement with the City. The Interconnection and Service Agreement allows the customer to interconnect and operate in parallel with the City's distribution system and allows the City to test and inspect the customer's system periodically to ensure the safety of electrical workers and the integrity of the City's electric distribution system. The Interconnection and Service Agreement will contain additional terms and conditions for service under this electric service Commercial Generation Program, including specific terms of interconnection and parallel operation with the City's electrical System.

RESOLUTION NO 18-9-1

A RESOLUTION AMENDING THE KAYSVILLE CITY CONSOLIDATED FEE SCHEDULE RELATED TO APPLICATION FEES AND CREDITS APPLICABLE TO RENEWABLE ENERGY (SOLAR) GENERATION CUSTOMERS

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

WHEREAS the Kaysville City Power Commission has thoroughly studied fees associated with renewable energy (solar) generation customers and recommends a change to application fees and credits; and

WHEREAS the Kaysville City Council has found it advisable to adopt the recommendation of the Kaysville City Power Commission related to fees and credits as recommended,

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

Application Fee Inclusive of Meter

Residential: \$375.00

Commerical:

Single Phase - \$600.00

Three Phase - \$985.00

Solar Credit

Residential: .06608 kwh

Commercial: .06180 Tier 1 (0-1000kwh)

.04463 Tier 2 (1001-9000kwh)

.03257 Tier 3 (greater than 9000kwh)

This Resolution shall be effective upon adoption. APPROVED and ADOPTED THIS 6TH day of September, 2018.

Katie Witt
Mayor

ATTEST:

Maria Devereux
City Recorder

STAFF REPORT



COUNCIL MEETING DATE: September 6 2018
ITEM NO.: 6 b.

TYPE OF ITEM: Work Item
PRESENTED BY: Community Development

SUBJECT/AGENDA TITLE: Schick Farm Open Space Agreement

EXECUTIVE SUMMARY:

In the July 19th council meeting the City Council considered an offer to acquire the open space in the Schick Farm Subdivision for park use. The Council determined that there was merit in this offer and instructed staff to continue negotiations with the home owner's association to refine the agreement that would establish the terms of this transaction.

The agreement has now been modified for the Councils review. The HOA will seek approval from their homeowners once they feel that the City Council is comfortable with the agreement.

Council Options:

Recommended Options: Review the agreement and direct staff to make changes as determined and move the Agreement to an action item at the next Council meeting.

Fiscal Impact & Fund Source for Recommended Action: The City would be receiving several acres of property at no cost, however the City would be committing to spend money in the future.

**Attachments: Draft agreement
Location Map
Staff Report from July 19 Council Meeting**

Schick Farms Open Space Agreement

THIS SCHICK FARMS OPEN SPACE AGREEMENT is made and entered into this _____ day of _____, 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) The 12.1 acres of existing open space was dedicated with the Subdivision 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 portions of the open space, (Open Space) which portions are further described in exhibit A, 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 by warranty deed within 30 days of the execution of this agreement.

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 the Subdivision. The Open Space may not be used as density credit for another project.

SECTION THREE: USE OF OPEN SPACE

City will not schedule the Open Space for league competition.

SECTION FOUR: DEVELOPMENT OF OPEN SPACE

City will develop the Open Space area south of 200 North as a passive park, replacing the existing horse arena with grass within 3 years of the date of this agreement. This area may also

include, at the City's discretion, such features as walking paths, benches and trees. No courts, fields, arenas, skate parks, or other formal activity centers will be allowed. Any lighting will be directed away from the adjacent houses.

City will develop the Open Space area north of 200 North Street as determined by the City. This area may include such amenities as tennis/pickleball courts, basketball courts, grass, wetlands, ponds, pavilions, benches, and walking trails.

SECTION FIVE: EXISTING FENCE

All of the existing fencing along the boundary of the Open Space shall be deemed the property of the adjacent property owner and will be maintained by said owner.

SECTION SIX: 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 SEVEN: 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 EIGHT: 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 NINE: 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.

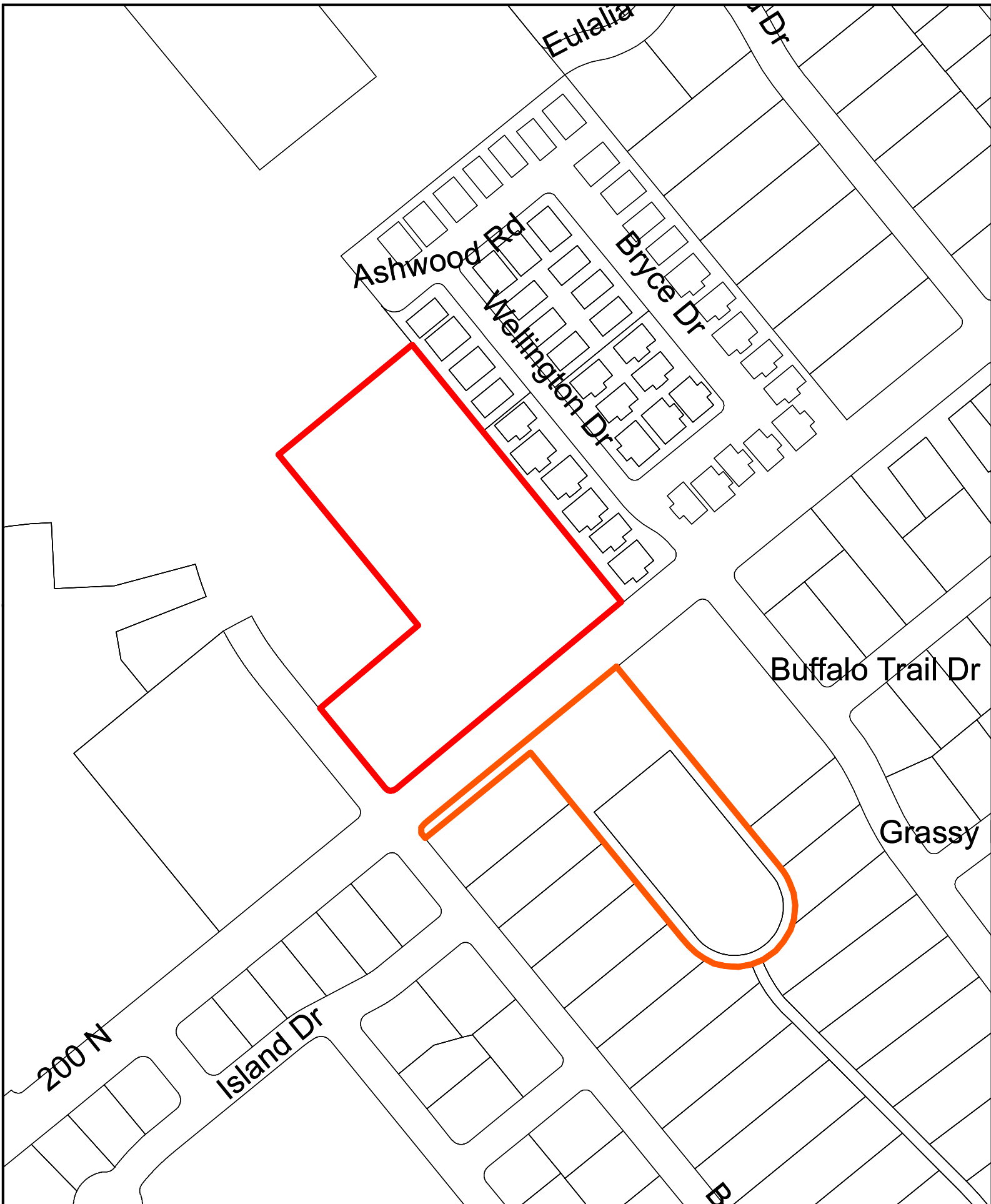
SECTION TEN: DURATION OF AGREEMENT

All terms of this Agreement, not effecting ownership of property, will expire and be of no efficacy after fifteen years from the execution of this Agreement.

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.

DRAFT

Open Space



STAFF REPORT



MEETING DATE: July 19, 2018

ITEM NUMBER:

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

STAFF REPORT



COUNCIL MEETING DATE: September 6, 2018

ITEM NO.: 6 c.

TYPE OF ITEM: Work

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Library Building Discussion

EXECUTIVE SUMMARY:

As the Kaysville City Council has worked through the public process on the fate of the library, many various options have been debated and discussed with various stakeholders throughout the community. One of these stakeholders, the museum committee, will be present at city council to further discuss the fate of the library building.

Council Options: No necessary action necessary at this time.

STAFF REPORT



COUNCIL MEETING DATE: September 6, 2018

ITEM NO.: 6 d.

TYPE OF ITEM: Work

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Liability and Property Insurance Consultant Discussion

EXECUTIVE SUMMARY:

In April of 2018, the City requested proposals for Property and Casualty Insurance and related risk management services. The RFP solicited information to explore all insurance options including traditional insurance, self-insurance retention programs and pooling options.

The City received various proposals for insurance coverage including coverages through the broker model and the pooling model.

The following proposals were received:

Broker Model

Golden West Credit Union
Moreton and Company
Olympus Insurance

Local Government Pool Model

Utah Risk Management Mutual Association
Utah Local Government Trust

City Staff with Mayor Witt and Council Member Garn reviewed the proposals and then invited three of the respondents, Olympus, ULGT and URMMA to meet and review their proposals and discuss coverages and related insurance services. City staff continued to follow up with additional requests for information and met again to review the additional information and make a recommendation for insurance coverage and related risk management services.

The base line comparison coverage cost for insurance and risk management services is as follows:

Olympus Insurance	\$208,232
URMMA	\$154,514 plus claim repayment program
ULGT	\$161,292

Council Options: Move this item to a future ACTION agenda.
Move this item to a future WORK agenda with direction on document changes.

Recommendation: At this time Staff recommends moving this item to a future ACTION agenda.

Fiscal Impact & Fund Source for Recommended Action: No fiscal impact at this time but adopting this document would clarify with whom we insure our property.

Attachments: None at this time

STAFF REPORT



COUNCIL MEETING DATE: September 6, 2018

ITEM NO.: 6 e.

TYPE OF ITEM: Work

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Economic Development Incentives Discussion

EXECUTIVE SUMMARY:

Starting earlier this year, Kaysville City Council discussed the need for some criteria when it comes to Economic Development Incentives in the city. City Staff was asked to work on a document that the council could refine.

City Staff have been working on this document for several weeks. Refinement went further as the Kaysville ad hoc Economic Development Committee also discussed the plan and made valuable comments and suggestions for alterations.

Please review the attached document and be prepared for a discussion about the details included in this document. The purpose of this discussion item is to gain consensus on a policy surrounding Economic Development Incentives in Kaysville City including what incentives, who these incentives might be offered to, and who is authorized to incentivize potential businesses looking to locate in Kaysville City.

Council Options: Move this item to a future ACTION agenda.
Move this item to a future WORK agenda with direction on document changes.

Recommendation: At this time Staff recommends moving this item to a future ACTION agenda.

Fiscal Impact & Fund Source for Recommended Action: No fiscal impact at this time but adopting this document would empower staff and others in the city to incentivize certain businesses looking to locate in Kaysville.

Attachments: Economic Development Plan Document

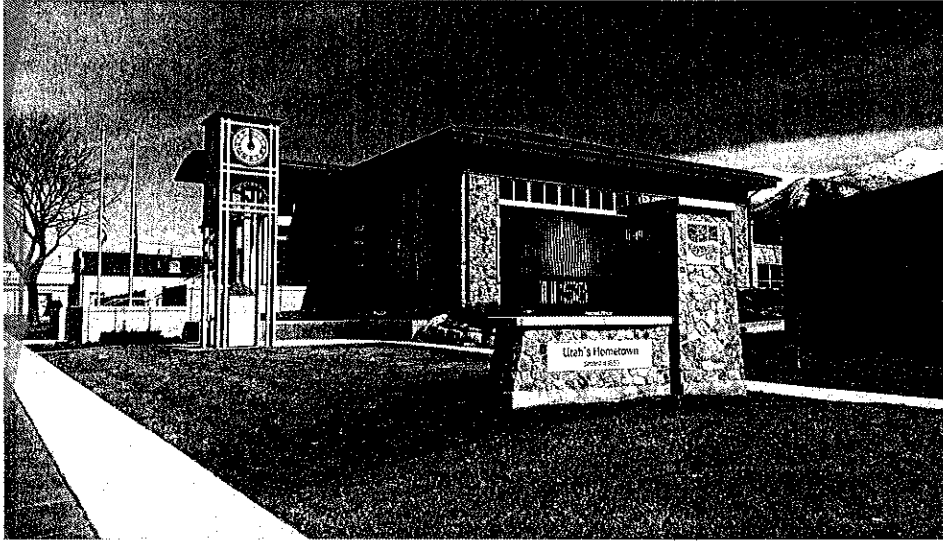
Kaysville City



Economic Development Incentives Policy

August 2018

Introduction



Settled in 1847, Kaysville City was the first city in Davis County to incorporate, doing so in 1868. From the early days as a distinct farming community, Kaysville is now part of the booming urban core of Utah's Wasatch Front. Kaysville is located midway between the cities of Ogden and Salt Lake City along the I-15 corridor near Hill Air Force Base. While the city is home to a variety of businesses, it is primarily a bedroom community. Regionally Salt Lake City and Ogden attract the most commercial development and locally Layton City and Farmington in many ways have assumed this role within Davis County.

Kaysville is Utah's Hometown and is proud of its identity as a great place to live. Still, the city recognizes the importance of economic development efforts and commercial/industrial development in helping the city grow and maintain a stronger tax base to continue offering a high level of service to its residents. Quality businesses within the community also add to residents quality of life providing close to home services and amenities. Jobs nearer a resident's home reduce commute times which reduces environmental impacts and adds to an individual and family's quality of life.

This report identifies strategies for supporting existing businesses within the community as well as actions that may increase the number of desired commercial and/or light industrial businesses in Kaysville.

This policy has been created to identify the process and merits for consideration of incentives in Kaysville City. This policy should help guide perspective businesses and city leaders in the consideration of incentives while allowing for flexibility and creativity for exceptional circumstances.

Economic Development Incentives Policy

PURPOSE

Kaysville City believes that it is important to foster a strong business community. This purpose of this policy is to assist in attracting and retaining high quality development that offers desirable services and employment to the community. Approved project types will be able to follow a predictable path to obtaining predictable incentives. We strive to work collaboratively with our business community to ensure long-term positive outcomes for all parties. To that end, Kaysville will only consider offering incentives for projects that demonstrate a return to the city and will only be considered if the project would not be possible without this assistance. Such projects should be extraordinary, significantly enhance the community, and meet the goals and objectives of the City. For companies currently located in the City, incentives would only be offered if the business can demonstrate that their current facilities are inadequate such that relocation is necessary to continue operations within the City.

PROCEDURAL REQUIREMENTS

The Community Development Department in conjunction with City Management and City Council will consider all requests on a case-by-case basis and no project approval or rejection by Kaysville City shall be considered precedent for future recommendations or decisions.

To be considered for an incentive agreement, the requesting party shall submit all available project specifications including a narrative describing the proposed project, a well-developed conceptual site plan including renderings if available, and a comprehensive financial pro-forma to the Community Development Department. At that time, the Community Development Director will analyze the request, perform an economic impact analysis and provide a formal recommendation to City Council.

The Kaysville City Council is the legislative decision-making authority and considers all incentive requests on a case-by-case basis. The City Council reserves the right to approve or reject any incentive agreement. The City Manager, at his or her discretion, may approve limited incentives identified in this policy to those businesses identified as target industries meeting all applicable criteria. The City Manager will use approved procurement rules and regulations and financial thresholds as a guide in approving incentives. He or she further retains the right to determine whether or not the project and proposed incentive agreement will be presented to City Council for consideration of additional participation above the aforementioned financial tolerances.

Normally, not more than 25% of the total project cost will be supported by any combination of incentives. Total project cost is the cost of development of the project including all land, site, and public infrastructure, and building and site amenity costs necessary to constitute an operating commercial or industrial project. Financial assistance will not normally exceed 50% of the incremental City revenue to be generated by retail commercial uses and will often be limited to a 10 year period. Financial assistance will not include interest on the developer's invested cost to which the incentive is being applied.

Typically the City's participation will be towards those items which can be characterized as improvements of or direct benefit to the public. Such items include but are not limited to: upgrade or installation of roads, water and sewer lines including storm water detention facilities, demolition of existing buildings, removal of existing infrastructure which is antiquated, removal or mitigation of hazardous materials or substances, removal or relocation of physical impediments to developing the land (i.e., underlying rock, canalization or relocation of storm water courses, major site grading to correct large topographic variations, etc.), costs associated with planning and engineering of the public improvements as defined above, including the City's planning and legal costs associated with implementation of the economic development assistance program for the project, and relocation of existing residents or businesses.

The Kaysville City Council may consider an incentive agreement for any project, however, as a means of offering a more expedient review and approval process the City Manager may authorize an incentive package not to exceed \$25,000 in value per year for up to 5 years for businesses that meet the all of the listed criteria for the project types listed below.

PROJECT TYPES

Major Retail Development

A major retail development may be considered for an incentive agreement if the proposed project:

- (1) Represents significant private-sector financial investment
- (2) Promotes a higher and better use of the property
- (3) Provides a positive fiscal and economic impact to the City
- (4) Adds new and unique tenants to the market and/or trade area
- (5) Mitigates any perceived or potential negative impacts to the surrounding area
- (6) Minimizes the impacts of consumer expenditure cannibalization from existing projects in the City

Major Primary Employment

A commercial development which includes a substantial primary employment component may be considered for an incentive agreement if the proposed project:

- (1) Represents significant private-sector financial investment
- (2) Provides quality employment opportunities for Kaysville's citizens and the region Minimum of 50 NEW jobs at a pay rate equal to 66% (not including benefits) of the City's Median Household Income
- (3) Demonstrates a positive direct and/or indirect fiscal and economic impact to the City
- (4) Mitigates any perceived or potential negative impacts to the surrounding area
- (5) Demonstrates a long-term commitment to the City

Redevelopment / Revitalization

A redevelopment and/or revitalization project may be considered for an incentive agreement if the proposed project:

- (1) Represents new and significant financial investment
- (2) Provides a positive fiscal and economic impact to the City
- (3) Promotes a higher and better use of the property OR improves the financial performance and viability of the existing property
- (4) Is consistent with the community's vision
- (5) Mitigates any perceived or potential negative impacts to the surrounding area and is respectful of existing adjacent property types

Exceeding Quality Design Standards

The City may consider an incentive agreement if the proposed project represents superior quality and design aesthetics that substantially and significantly exceed the City's current design standards.

Sustainable & Environmentally Conscious Development

To promote long-term viability and sustainability, the City may consider providing incentives for projects that are developed in a sustainable and environmentally conscious manner.

The following incentive types may be considered in any combination to be agreed upon by the developer and Kaysville City in an 'Incentive Agreement' negotiated on a case-by-case basis in consideration of each unique proposal.

INCENTIVE TYPES

Planning & Development Processing Commitments

A project may be afforded an Expedited Review for applicable zoning, subdivision, and building permit review processes. The process, commitments, and timelines for all parties will be determined and agreed upon in writing prior to any expedited review being granted.

Tax Increment Financing

The City may consider utilizing Tax Increment Financing (TIF) through the Redevelopment Agency only after an official RDA or CDA area has been established. The City will only consider utilizing TIF for projects that are unique, significant in magnitude, and have considerable regional benefit. All proceeds from the TIF must be utilized for public or public-related infrastructure which may include: streets, utilities, street lighting, storm water drainage structures, surface parking, parking garages, fire protection improvements, and other public-related needs.

Projects that involve the relocation of an existing activity from one location to another within the boundaries of the City or involve the redevelopment of an existing activity shall have the incremental revenue generation amount based upon the amount in excess of the revenue previously accruing to the City at the existing location.

All private improvements in the redevelopment project area (i.e., buildings, project design and planning expenses) must be solely financed by the project developer.

Sales Tax Reimbursements

The City may consider a share-back or partial reimbursement of the City collected portion of retail sales tax generated from the project. All proceeds of a sales tax reimbursement must be utilized for a public or public-related purpose which advances the public health, safety, and general welfare of the community. Every proposed agreement will be considered individually, based solely upon the merits of the project as defined at that time. No previous proposal or agreement should be considered as a precedent for which other projects will be considered.

Monetary or In-Kind Project Contribution

The City may consider assistance of a monetary or in-kind nature in order to pay for or bridge existing financial gaps and otherwise incentivize desired business activity in the City. While these funds should generally be budgeted and spent from CDA/RDA reserves, Kaysville City reserves the right to spend other budgeted funds on such activities where appropriate.

Reduction in Fees

The City may consider offsetting all or a portion of the development review fees for commercial projects that exceed the goals and objectives of the Comprehensive Plan and Sub-Area Plan (if applicable), and provide a unique and quality project in terms of product type, tenant mix, and overall physical environment.