



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, September 20, 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. Council Member Larry Page
2. RECOGNITIONS AND PRESENTATIONS
 - a. Captain Ryan Eckardt Award – Chief Erickson
 - b. Fire Prevention Week Proclamation – Chief Erickson
 - c. Rules of Procedure Updates – Nic Mills
 - d. Youth City Council Oath of Office – Council Member Barber
3. DECLARATIONS OF CONFLICTS OF INTEREST
4. CONSENT ITEMS
 - a. Minutes from August 16, 2018.
 - b. Housing Gap Resolution. (RES. 18-9-2)
5. ACTION ITEMS
 - a. Agreement with Utah Local Governments Trust. (RES. 18-9-3)
 - b. Preliminary Plat Approval for the 40 East Crestwood PUD Subdivision.
 - c. Economic Incentive Plan.
 - d. 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)
 - e. Commercial Generation Agreement.
 - f. Commercial (Summer Season) Generation Agreement.
6. WORK ITEMS
 - a. Administrative Law Judge Ordinance change. (ORD. 18-9-01)
7. CALL TO THE PUBLIC
8. COUNCIL MEMBER REPORTS
9. ADJOURNMENT

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services or activities. If you need special assistance due to a disability, please contact the Kaysville City 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 19, 2018.

Maria T. Devereux/City Recorder



PROCLAMATION

*Fire Prevention Week
October 7-13, 2018*



WHEREAS, Planning, preparedness and situational awareness are critical to surviving a home fire. That is the message behind this year's Fire Prevention Week campaign, "Look. Listen. Learn. Be aware – fire can happen anywhere."

WHEREAS, The Kaysville City Fire Department is dedicated to the safety and security of everyone living, working, and visiting on our installation.

WHEREAS, Fire is a serious public safety concern both locally and nationally. U.S. home fires resulted in 2,735 civilian deaths in 2016 and the fire death rate was 10 percent higher in 2016 than in 1980. However, working smoke alarms cut the risk of dying in reported home fires in half.

WHEREAS, Today's home fires burn faster than ever. In a typical home fire, residents may have as little as one to two minutes to escape safely from the time the smoke alarm sounds.

WHEREAS, Kaysville's First responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education. Correspondingly, Kaysville personnel are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes.

WHEREAS This year's Fire Prevention Week campaign includes the following recommendations: To practice home fire drill twice a year; one at night and one during the day. To identify places in homes where fires can start and eliminate those hazards. To install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home. To listen for the sound of the smoke alarm and when alarm sounds respond by going outside immediately to the designated meeting place. That once you get outside, stay outside. To never go back inside a burning building.

AND NOW, THEREFORE, I, Katie Witt, Kaysville City Mayor and Kaysville City Council members, do hereby proclaim October 7-13, 2018, as Fire Prevention Week throughout Kaysville City, Utah. I encourage all the people in Kaysville to be aware of their surroundings, look for available ways out in the event of a fire or other emergencies, respond when the smoke alarm sounds by exiting the building immediately, and to support our open house, 3 October 2018.

Council member

Council member

Council member

Council member

Council member

Mayor



KAYSVILLE CITY COUNCIL

Meeting Minutes

DRAFT

August 16, 2018

Meeting Minutes of the August 16, 2018 City Council Meeting.

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

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, Chief Sol Oberg, Finance Director Dean Storey, City Recorder Maria Devereux, City Attorney Nicholas Mills, Lorene Kamalu, H. Lynn Galbraith, Flemming Hyllested, Ramona Porter, Brigg Lewis Micheal Darrohn, Dan Solomon, Phil Holland, Ruby Barkdull, Kevin Barkdull, Kris Kaufman.

PUBLIC HEARING – TRUTH AND TAXATION

Mayor Witt explained that Kaysville City is proposing to increase its property tax revenue and gave an example; Kaysville City tax on a \$364,000 residence would increase from \$297.30 to \$318.12, which is \$20.82 per year and Kaysville City tax on a \$364,000 business would increase from \$540.54 to \$578.40, which is \$37.86 per year.

If the proposed budget is approved, Kaysville City would increase its property tax budgeted revenue by 6.97% above last year's property tax budgeted revenue excluding new growth.

Mayor Witt invited the public to voice their concerns and questions.

Lynn Galbraith noted his concern and explained the importance of an annual review.

Brigg Lewis explained that he is concerned of an increases in taxes overall, annually.

Dan Solomon stated that he is also concerned with taxes being raised.

Mayor Witt closed the public hearing and adjourned the meeting at 6:50PM.

PUBLIC HEARING

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

Lyle Gibson, Zoning Administrator explained that 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.

Mayor Witt opened public comment. No comments were made.

Mayor Witt closed the public hearing and adjourned the meeting at 6:55 PM.

CITY COUNCIL – 7:00PM

Pastor Kopp, affiliated with the Kaysville Bible Church, provided an opening prayer.

DECLARATIONS OF CONFLICTS OF INTEREST

There were no conflicts disclosed by the Council.

CONSENT ITEMS

Mayor Witt asked for a motion of the consent items.

The Consent Items are as follows: Consulting services with Madge Witt., b. Fire Department Radio Purchase., c. Fire Department LIFEPAK 15 Monitor/Defibrillator (AED)., d. Update to date of passage for Ordinance 18-4-1. An ordinance adjusting a common boundary between Kaysville City and Farmington City and annexing 0.69 acres of real property into Kaysville City.

Council Member DeCaire made a motion to approve the consent items, second by Council Member Garn.

Council Member Adams made a substitute motion to address consent item a. Consulting Services with Madge Witt separately, but to approve the remaining consent items b. c. and d., second by Council Member DeCaire.

A vote on the motion is as follows:

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

The motion passed unanimously.

Council Member Adams explained that hiring Madge Witt should be a more open process and would like a more formal procedure.

Shayne Scott, City Manager, noted that additional information is included in packet.

Council Member Barber encouraged other residents to come forward if they have design skills to offer.

Council Member Barber made a motion to approve using consulting services provided as needed by Madge Witt, second by Council Member DeCaire.

A vote on the motion is as follows:

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

The motion passes four to one.

ACTION ITEMS

MINI EXCAVATOR PURCHASE

Josh Belnap explained that the excavator has 1980 hours listed on it now.

Council Member Adams noted that it would be good to look at other vendors, instead of just using the State Contract providers. He asked if the purchase can wait 3-5 years since the cost is high.

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

Council Member DeCaire asked if the trade in value is better if done now versus later. He explained there may be benefits of trading in the equipment.

Council Member Garn noted that the State Contract process is there to be utilized and has a very thorough vetting process in place.

Shayne Scott, City Manager, explained that taking advantage of State Contract purchasing would save the City time.

Council Member Page noted that having other bids is a good idea as well.

Council Member Garn made a motion to approve the purchase of the Mini Excavator by the Public Works Department, second by Council Member Barber.

Council Member Adams made a substitute motion not to approve the Mini Excavator purchase and wait a few years instead. The motion fails for lack of a second.

The vote on the motion is as follows:

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

The motion passes four to one.

ADOPT CERTIFIED TAX RATE AND FINAL BUDGET

Shayne Scott explained that staff recommends passing this item as presented and advised to take action as we are against the deadline.

Council Member Garn noted that this hard for people on a fixed income to pay more and noted that it is important that the rate is assessed each year.

Council Member Barber thanked the community for their comments. She explained that the cost of maintaining a City is going up as well and would also be in favor of addressing this matter annually.

Council Member Adams explained that he feels this is an erroneous expenditure and disagrees with this item entirely.

Council Member Barber made a motion to adopt the tax rate and final budget resolution, second by Council Member Page.

Mayor Witt explained that the Council is careful with the resources entrusted to the city. She explained that the items are vetted and discussed thoroughly before consideration.

The vote on the motion is as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, nay
Council Member Garn, Yea
Council Member DeCaire, Yea

The motion passes four to one.

REQUEST TO REZONE 4.0 ACRES OF PROPERTY AT 993 SOUTH SUNSET DRIVE FROM A-1 (LIGHT AGRICULTURE) TO THE R-1-LD (SINGLE FAMILY LOW DENSITY) ZONING DISTRICT AND PRELIMINARY PLAT APPROVAL FOR THE BRADY ESTATES SUBDIVISION

Lyle Gibson gave an overview of the subject property between Sunset Drive and the D&RGW rail trail that includes just over 4 acres of property. The applicant is requesting approval of a rezone to the R-1-LD zoning district to develop the property.

He explained that there are two items being looked at with this request. The first is the rezone. A rezone is a legislative action and as such gives the City Council broad discretion in its decision as to whether or not to approve the request. To consider with this type of request is the city's general plan and how appropriate the zone is at the specific location.

The applicant has also submitted an application for the preliminary plat showing the desired development of this property. The plat shows 6 lots on the 4 acres of property, one lot includes the existing home. The subdivision would also bring Preakness Drive though to Sunset drive while creating new potential access to development to the north.

Council Member Page made a motion to approve the rezone of 4.0 acres of property at 993 South Sunset Drive from A-1 to the R-1-LD zoning district, second by Council Member DeCaire.

The vote on the motion is as follows:

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

The motion passed unanimously.

PRELIMINARY PLAT APPROVAL FOR BRADY ESTATES SUBDIVISION AT 993 SOUTH SUNSET DRIVE

Lyle Gibson explained that these two items should be voted on independently though addressed as one item.

Council Member Adams made a motion to approve the preliminary plat for Brady Estates Subdivision at 993 South Sunset Drive, second by Council Member Garn.

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

The motion passes unanimously.

PRELIMINARY PLAT APPROVAL FOR TYLER MEADOWS PHASE 2 AT 1020 AND 1034 WEST SMITH LANE

Lyle Gibson explained that the City Council recently rezoned the subject property to the R-1-LD zone allowing for development at a density of 2 units per acre. The applicant at the time submitted a concept plan showing a likely layout of the subdivision including 6 lots on a cul-de-sac street.

Council member Adams asked if staff has given consideration to the homes on the opposite side of the new homes, he feels that there may be a concern from neighbors in regard to fencing.

Lyle Gibson noted that there was a public hearing and though residents attended they did not voice concerns.

Council Member DeCaire made a motion to approve the preliminary plat for Tyler Meadows Phase 2 at 1020 and 1034 West Smith Lane, second by Council member Page.

Council Member Barber, Yea
Council Member Page, Yea

Council Member Adams, Yea
Council Member Garn, Yea
Council Member DeCaire, Yea

The motion passes unanimously.

AN ORDINANCE AMENDING CHAPTER 19-4, FINAL PLAT, OF TITLE 19 SUBDIVISIONS

Lyle Gibson, Zoning Administrator, explained that the Kaysville City Council approved Ordinance 18-3-2 which made the Planning Commission the approval body for Final Plat applications. While that ordinance included a repealer which deals with conflicting language that may exist within the city's ordinances, it is preferable to clean up the conflicting language with the passage of this ordinance. The proposal modifies conflicting language which clarifies that the Planning Commission is the approval body for Final Plat applications. There is also a change to required documents to reflect how the city currently reviews this type of application.

Council Member Page made a motion to approve the ordinance amending Chapter 19-4, Final Plat, of Title 19 Subdivisions, second by Council Member DeCaire.

A vote on the motion follows:

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

The motion passed unanimously.

AN ORDINANCE AMENDING SECTION 17-34-9, FLAG LOT SUBDIVISION, OF CHAPTER 17-34 PRUD PLANNED RESIDENTIAL UNIT DEVELOPMENT, OF TITLE 17, PLANNING AND ZONING

Staff has seen a significant increase in interest from the public to consider flag lot development on cul-de-sac streets. Historically this type of development was permitted in Kaysville City by conditional use, but has been prohibited for nearly a decade. Staff has discussed this topic on multiple occasions with the Planning Commission to arrive at the suggested ordinance revision. The ordinance proposed eliminates one sentence from the criteria for a flag lot in 17-34-9 which currently states 'Flag lot subdivisions are not allowed on cul-de-sac streets.' It is the opinion of staff that removing this text is an appropriate action because of how flag lots are permitted. A Flag Lot subdivision can only be approved with the PRUD overlay zone. Because approval of a zone or overlay zone is a legislative decision it allows for case by case discretion.

Council Member Adams made a motion to approve the ordinance amending section 17-34-9, Flag Lot Subdivision, of Chapter 17-34 PRUD Planned residential unit development, of Title 17, planning and zoning, second by Council Member Garn.

The vote on the motion is as follows:

Council Member Barber, Yea
Council Member Page, Yea

Council Member Adams, Yea
Council Member Garn, Yea
Council Member DeCaire, Yea

The motion passed unanimously.

LEASING POLICY DISCUSSION

Shayne Scott explained that 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 discussion item is to gain consensus on a policy surrounding the leasing of land and other facilities owned by Kaysville City.

Council Member Barber noted that she appreciates that the City Manager keeps open communication.

Council Member Adams explained that he is concerned about confidentiality of correspondence in regard to leases, and bids.

Council Member Page made a motion to send this item to be voted on at the next meeting, second by Council Member DeCaire.

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

The motion passed unanimously.

IPAD DISCUSSION

Shayne Scott explained that with the resignation of James Hansen and appointment of Council Member DeCaire, staff thought it might be a good opportunity to discuss something that has been an issue since the council decided to go paperless for city council meetings. He stated that it would be beneficial for the IT Department if the IPADS that are issued to City Council become the property of the City Council Member to which the device is issued. This would allow the device to be completely self- managed by the council member (with city staff answering questions and providing support where necessary) without the IT Department including this device in its “support” roster. This roster of devices costs the city a monthly charge. Kaysville City has very few IPAD devices and requires additional work on the platform as a result of these 6 devices.

Finally, at the end of a term the device is at least 4 years old and is of no use to the city after being

used for at least one term. It would be best for the city if the device could be given to the council member and become that council member's property.

Mayor Witt explained that staff is looking for direction in regard to this matter.

Ryan Judd explained that it would be easier for city staff to let the City Council maintain their own Ipads and feels the Council would benefit from having these as their personal devices. He noted that City Council Ipads are unrestricted. This would allow the council to have freedom to use the device both personally and professionally and relieve a burden from the City.

Council Member Barber noted that having Council owned IPads would take the pressure off the City and IT Department having to manage the devices.

Council Member Barber made a motion to direct staff to give Ipads to elected officials for their personal and professional use, second by Council Member DeCaire.

The vote on the motion is as follows:

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

The motion passes four to one.

SPATIAL NEEDS ASSESSMENT DISCUSSION

Shayne Scott explained, as staff, residents, and council have discussed the fate of the library building, a common theme has been the need to make a decision that takes into account the staffing needs of the city. A lack of space at the Operations Center and Primary City Office have resulted in space being created at City Hall in the form of shortening up and walling off some of the council chambers. At the Operations Center a portable was donated to Kaysville City that was transported and is utilized to house excess and overflow staff. Administrative staff have also been forced to sacrifice a break room and a copy room that were renovated as office space. In 2015 a study was commissioned to assess the Kaysville City staffing needs and building space requirements now and in the future all the way up to and including "build out". Seeing that the council is getting closer to making a decision regarding the library building, City Staff thought it might be an appropriate time to go in to some detail about from where the spatial needs information is often quoted.

He explained that the City is looking for more area to develop for city space, they are open to suggestions. The need for space is actual. He believes that employees are more productive when they have room for each employee.

Council Member Barber noted that cubicles might be an option for the future.

Council Member Garn asked if working from home would be applicable for some employees to accommodate needs.

Council Member Adams noted that the square footage in the old library building is going to free up ample space to work for employees.

Council Member Page noted that when this building was built the town had 11,000 people in it. He noted that now the city has a population of 33,000 and there has been growth within the city.

Council Member Garn noted that the City has need for more space for their employees, operations, and City Hall. He explained the importance of building space for employees, housing them, daily operations and more.

Mayor Witt noted that this can be an ongoing discussion.

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.

Lyle Gibson, Zoning Administrator explained that 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.

Lyle Gibson asked for Council comments. He noted a loss of approximately \$15,000.

Council Member Barber likes the sentiment of making this as friendly as possible for businesses. She doesn't feel that charging people a fee is the right thing to do.

Council Member Garn made a motion to forward this item as a future action agenda item, second by Council Member Page.

The vote on the motion is as follows:

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

The motion passes unanimously.

COUNCIL MEMBER REPORTS

Council Member DeCaire explained that he went to the UAMPS convention and found it to be a useful training. He is the liaison for the Power Department.

Mayor Witt cautioned the public to be safe on the roads as children are walking to and from school again.

Council Member Page commended Lyle Gibson for doing a good job with Community Development.

Council Member Garn expressed appreciation to Josh Belnap and the entire Public Works staff for their hard work and service.

Council Member Page made a motion to take a five minute recess and then go into closed session, second by Council Member DeCaire.

CLOSED SESSION

Council Member Barber made a motion to adjourn the closed session at 9:49 pm, second by Council Member DeCaire and passes unanimously.

ADJOURNMENT

Council Member Garn made a motion to adjourn the meeting at 9:50 pm, second by Council Member Page. The motion passes unanimously.

Maria Devereux/City Recorder



A RESOLUTION OF THE CITY OF KAYSVILLE, UTAH REGARDING UTAH'S HOUSING NEEDS.

WHEREAS, Utah's population growth is among the highest in the nation, the result of a strong economy, larger family sizes and high quality life measures; and

WHEREAS, the developable land in Utah's most populated valleys is rapidly disappearing; and

WHEREAS, research conducted by the University of Utah has shown that for the first time in 40 years Utah has had more new households than new housing units provided, resulting in a housing shortage that is contributing to housing costs to increasing, so that many Utah families are struggling to meet their housing needs; and

WHEREAS, since 2011 this housing gap, or shortage of housing, is estimated to be above 50,000 units and growing each year, even as Utah led the nation in percentage terms of housing construction last year.

WHEREAS, "Housing affordability" means the ability of a household to occupy a housing unit paying no more than 30% of the household's income for gross housing costs, including utilities.

WHEREAS, the current affordable housing crisis in Utah is concentrated in households with incomes below the median income but left unaddressed the median price of a home in the Wasatch Front would be \$700,000 within in a generation impacting a majority of Utah families.

WHEREAS, accommodating a significant portion of Utah's population growth in proximity to employment opportunities allows people to live closer to work, reduce driving, reduce air pollution, reduce household transportation costs, decrease infrastructure costs, and maintain and improve the quality of life for Utah's residents; and

WHEREAS, cities that adopt measures encouraging and supporting housing affordability will improve the overall prosperity, air quality, as well as reduce housing and transportation cost not only for their cities, but for the region and state.

WHEREAS, reducing regulatory barriers and fees to all types of housing will improve housing affordability, maintain Utah's premier business climate, and decrease infrastructure costs; and

WHEREAS, the Salt Lake Chamber's Housing GAP Coalition is working with local governments to raise awareness about the choices to promote and increase housing affordability, preserve our strong economy and protect the quality of life in the face of rapid growth.

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

SECTION 1. Pledge of support. Together with other Utah local governments and community stakeholders, we as a city are committed to ensuring housing affordability is attainable for all Utah residents, and we recognize our ability to implement various smart growth strategies to promote and maintain housing affordability.

SECTION 2. Measures to be taken. The city pledges to adopt and implement measures that are designed to:



1. Minimize barriers, including exercising restraint in impact and permit fee increases, to the provision of all housing and provides housing opportunity for all of incomes and life stages;
2. Review and reform existing practices, including zoning, impact and other fees, and other potential impacts that would negatively impact housing affordability;
3. Plan and allow significant housing opportunities near employment centers, public transportation, and other amenities;
4. Increasing public and government awareness and understanding of the housing affordability needs of our city, region and state;
5. Think and coordinate regionally about local land use decisions;
6. Align housing, infrastructure, and economic development efforts; and
7. Promote collaboration with other communities, elected officials, and stakeholders on additional solutions.

Toward these ends, we will review and, as needed, update our general plan, comply with the 2018 moderate income housing legislation, and take other steps as appropriate.

SECTION 3. Effective Date. This Resolution shall become effective immediately upon passage by the legislative body and upon its notice as required by law.

STAFF REPORT



COUNCIL MEETING DATE: September 20, 2018

ITEM NO.: 5a

TYPE OF ITEM: Action

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Liability and Property Insurance Consultant Resolution

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: Pass the included Resolution authorizing insurance through the ULGT
Remand the Resolution back to staff with further instructions

Recommendation: At this time Staff recommends adopting the attached Resolution

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

RESOLUTION NO. 18-9-3

A RESOLUTION APPROVING AND ENTERING INTO AN AMENDED AND RESTATED AGREEMENT CREATING THE UTAH LOCAL GOVERNMENT TRUST.

WHEREAS, Other Utah cities, towns, counties, and other governmental entities created and established a political subdivision and entity known as the Utah Local Government Trust; and

WHEREAS, Kaysville desires to participate in the Utah Local Government Trust for the purpose of receiving assistance, advice, counsel, and casualty, property and liability insurance and other insurance benefits related to the purposes of the Utah Local Government Trust and for the benefit of Kaysville City.

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

The City Council hereby adopts the attached Interlocal Agreement Amending and Restating the Interlocal Agreement creating the Utah Local Government Trust.

This Resolution shall become effective upon adoption.

APPROVED and ADOPTED this 20th day of September, 2018.

Katie Witt
Mayor

ATTEST:

Maria Devereux
City Recorder

Insurance Coverage General Term Sheet

Coverage will be governed by the terms and conditions of your policies. These options are valid through 10/1/2018.

1. Insured: Kaysville City
2. Coverage Type: Liability, Property, and Auto Physical Damage
3. Coverage Term: 10/1/18 to 10/1/21, annual anniversary at 10/1/19 and 10/1/20
4. 2018 Liability Premium: \$98,900 (\$10,000,000 limit, \$0 deductible)
5. 2018 Property Premium: \$51,115 (\$5,000 deductible, per current rate and statement of values)
6. 2018 Auto Physical Damage Premium: \$22,185 (\$1,000 deductible, per current rate and schedule)
7. 2018 Earthquake Premium: \$2,750 (\$10,000,000 limit, \$150,000 deductible)
8. 2018 Flood Premium: \$989 (\$10,000,000 limit, \$150,000 deductible)
9. 3 year rate guarantee applies to liability and property programs, subject to terms of rate guarantee
10. Kaysville City retains the right to any rate reductions offered by the Trust during policy term

Order to bind insurance coverage:

Approved By

Date

Name, Title

Federal Tax ID#

Steven A. Hansen CEO

Date

STAFF REPORT



COUNCIL MEETING DATE: September 20 2018
ITEM NO.:

TYPE OF ITEM: Action
PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Preliminary Plat Approval for the 40 East Crestwood PUD Subdivision

EXECUTIVE SUMMARY:

In February 2017, this project was fully approved by the City. The developer was not able to build the project at that time and the approvals have all expired. The Developer is now ready to construct the project and must have it reapproved. The property is located on the south side of Crestwood Road between Main Street and Heritage Park. The property is roughly 0.44 acres or just over 19,000 sq. ft. in size. The property is zoned R-M and received the PRUD overlay zone last year.

The plat consists of two three-unit buildings on pads with the remainder of the property as common area. The units are proposed as two story with a double garage and three bedrooms.

Council Options: **Approve / Disapprove**

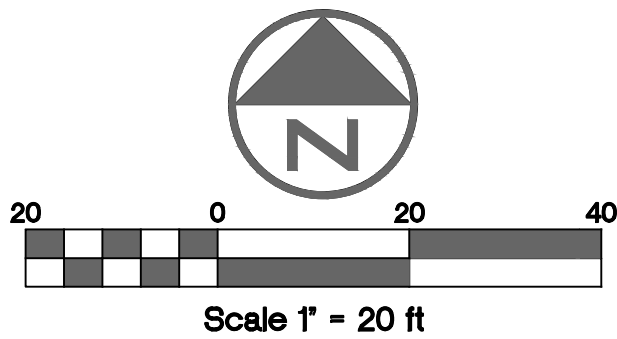
Recommended Options: **The plat complies with the zoning and with the previously approved plat. The Planning Commission reviewed the plat and unanimously recommended approval of the Preliminary Plat for 40 East Crestwood PUD Subdivision with the condition that the buildings be similar to what has been represented.**

Fiscal Impact & Fund Source for Recommended Action: **N/A**

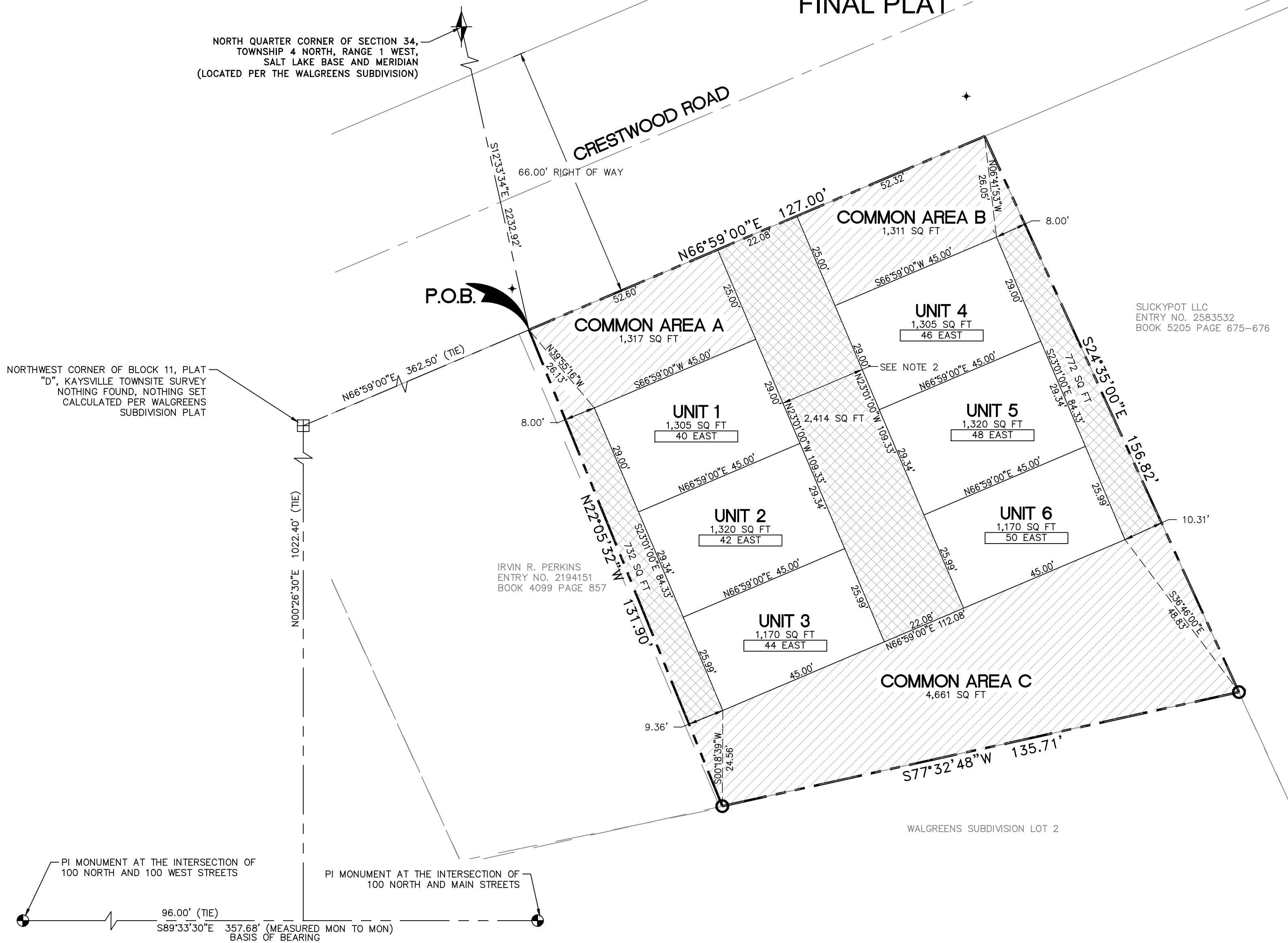
Attachments: **Area Map**
Plat Map
Conceptual Site Plan, Elevation, and Floor Plans

40 Crestwood Subdivision





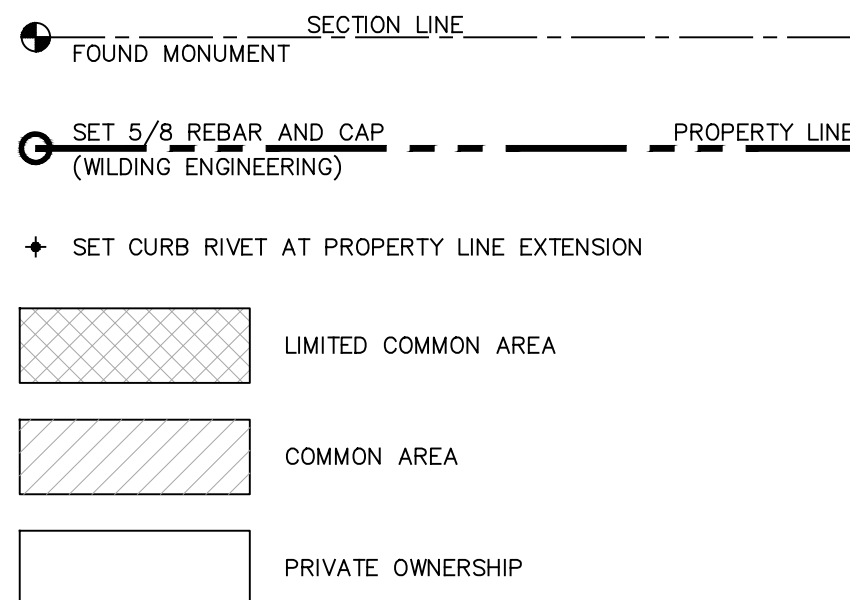
40 CRESTWOOD P.U.D.
A PART OF BLOCK 11, PLAT "D", KAYSVILLE TOWNSITE SURVEY
LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4
NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH
FINAL PLAT



SUCKYPOUT LLC
ENTRY NO. 2563532
BOOK 5205 PAGE 675-676

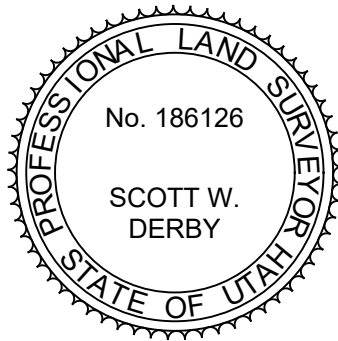
- NOTES:
1. THE COMMON AREA AND THE LIMITED COMMON AREA ARE DEDICATED AS PUBLIC AND PRIVATE UTILITY EASEMENTS.
 2. SEWER EASEMENT
ENTRY: _____
BOOK/PAGE: _____
DATE: _____

LEGEND



SURVEYOR'S CERTIFICATE:

I, SCOTT W. DERBY, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 186126 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY THE AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND THAT I HAVE SUBDIVIDED SAID TRACT OF LAND INTO UNITS AND COMMON AREAS, HEREAFTER TO BE KNOWN AS:



40 CRESTWOOD P.U.D.
A PART OF BLOCK 11, PLAT "D", KAYSVILLE
TOWNSITE SURVEY

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 NORTHERLY LINE OF BLOCK 11, PLAT "D", KAYSVILLE TOWNSITE SURVEY, SAID POINT BEING NORTH 66°59'00" EAST, ALONG SAID NORTHERLY LINE, 362.50 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 11, (THE NORTHWEST CORNER OF SAID BLOCK 11 BEING SOUTH 89°33'30" EAST, ALONG THE MONUMENT LINE OF 100 NORTH STREET, 96.00 FEET AND NORTH 00°26'30" EAST 1022.40 FEET FROM THE PI MONUMENT AT THE INTERSECTION OF 100 NORTH AND 100 WEST STREETS) AND RUNNING THENCE NORTH 66°59'00" EAST, ALONG SAID NORTHERLY LINE OF BLOCK 11, 127.00 FEET; THENCE SOUTH 24°55'00" EAST 156.82 FEET TO THE NORTH BOUNDARY LINE OF WALGREENS SUBDIVISION, RECORDED AS 3922 IN THE OFFICIAL RECORDS OF THE DAVIS COUNTY RECORDERS OFFICE; THENCE SOUTH 77°32'48" WEST, ALONG SAID SUBDIVISION LINE, 135.71 FEET; THENCE NORTH 22°05'32" WEST 131.90 FEET TO THE NORTHERLY LINE OF SAID BLOCK 11 AND THE POINT OF BEGINNING.

CONTAINS 18,778 SF OR 0.431 ACRES, MORE OR LESS

BASIS OF BEARING:

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 89°33'30" EAST FROM THE MONUMENT AT THE INTERSECTION OF 100 NORTH AND 100 WEST STREETS TO THE MONUMENT AT THE INTERSECTION OF 100 NORTH AND MAIN STREET.

OWNER'S DEDICATION:

WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO UNITS AND COMMON AREAS TO BE HERE AFTER KNOWN AS:

40 CRESTWOOD P.U.D.
A PART OF BLOCK 11, PLAT "D", KAYSVILLE
TOWNSITE SURVEY

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO DEDICATE TO KAYSVILLE CITY ALL COMMON AREAS AS PUBLIC UTILITY EASEMENTS FOR PERPETUAL USE IN THE INSTALLATION, OPERATION, AND MAINTENANCE OF ANY AND ALL UTILITIES NECESSARY TO SERVE THIS AREA AND ADJOINING AREAS. ADDITIONALLY, SAID OWNERS CONSENT TO CREATE AN OWNERS ASSOCIATION TO PRESERVE AND MAINTAIN THE PARKING AREAS AND COMMON AREAS SHOWN HEREON, AND DO DEDICATE COMMON AREAS TO SAID OWNERS ASSOCIATION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS
THIS _____ DAY OF _____, A.D. 20____

BRIAN NEVILLE

FLINT BARBER

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF DAVIS

ON THIS _____ DAY OF _____, IN THE YEAR 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF DAVIS

ON THIS _____ DAY OF _____, IN THE YEAR 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

40 CRESTWOOD P.U.D.

A PART OF BLOCK 11, PLAT "D", KAYSVILLE TOWNSITE SURVEY
LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH
FINAL PLAT

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED THIS _____ DAY
OF _____ 20____ AT _____ IN BOOK _____
OF OFFICIAL RECORDS PAGE _____.

DAVIS COUNTY RECORDER

BY: _____ DEPUTY RECORDER



**WILDING
ENGINEERING**

14791 SOUTH HERITAGE CREEK WAY
BLUFFDALE, UTAH 84005
801.553.8112
WWW.WILDINGENGINEERING.COM

CENTRAL DAVIS SEWER DISTRICT

APPROVED THIS _____ DAY OF _____
AD, 20____
BY: _____

REPRESENTATIVE

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____
AD, 20____
BY THE KAYSVILLE CITY PLANNING COMMISSION

CHAIRMAN, KAYSVILLE CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____
AD, 20____
BY THE KAYSVILLE CITY ENGINEER.

KAYSVILLE CITY ENGINEER

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____
AD, 20____
BY THE KAYSVILLE CITY ATTORNEY.

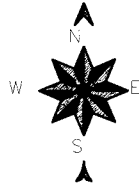
KAYSVILLE CITY ATTORNEY

CITY COUNCIL APPROVAL

PRESENTED TO THE KAYSVILLE CITY COUNCIL
THIS _____ DAY OF _____, 20____, AT WHICH
TIME IT WAS APPROVED AND ACCEPTED

ATTEST: CITY RECORDER

MAYOR



1436 S. LEGEND HILLS DR. #320
CLEARFIELD, UTAH 84015
801. 217. 3727

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UNDER PENALTY OF PROSECUTION

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BUILDING EXCEPT THE ONE FOR
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ORIGINALLY ISSUED. SUCH USE
WILL INDICATE AN UNAUTHORIZED
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PROJECT NAME:
40 CRESTWOOD
3 PLEXS

LOCATION INFO:

LOT #
XXXX
SUBDIVISION
SUBNAME
SUBNAME
SUBNAME
CITY
CITYNAME
STATE
UTAH

CLIENT NAME:

XXXXXX
XXXXXX

PLAN NAME:

XXX
XXX

ORIGINAL RELEASE:

FEB 18, 2007

REVISION DATES

XX/XX/XXXX
XX/XX/XXXX
XX/XX/XXXX
XX/XX/XXXX

NEVILLE-McKNIGHTON-J&G

SITE
PLAN

A1 | 1

PAGE 4 OF 22

NOTE:

LOT SHALL BE GRADED TO DRAIN SURFACE WATER
AWAY FROM CONCRETE WALLS. THE GRADE AWAY
FROM THE FOUNDATION SHALL FALL A MINIMUM OF 6"
WITHIN THE FIRST 10 FEET. (5%)

NOTE:

DUST, MUD, AND EROSION SHALL BE CONTROLLED BY
WHATEVER MEANS NECESSARY, AND THE ROADWAY
SHALL BE KEPT FREE OF MUD AND DEBRIS AT ALL
TIMES

BUILDER-OWNER SHALL REPLACE ANY CURB& GUTTER
ALONG THE FRONTAGE OF THIS PROJECT, THAT IS FOUND
TO BE DEFECTIVE, AS DIRECTED BY CITY INSPECTOR.

A PROFESSIONAL ENGINEER CURRENTLY LICENSED IN UTAH,
SHALL INSPECT AND APPROVE ANY RETAINING WALLS THAT
ARE HIGHER THAN 4', ONCE CONSTRUCTED

NOTE:

*ALL STORM WATER AND DIRT WILL BE KEPT ON SITE
DURING CONSTRUCTION UNTIL FINAL LANDSCAPING IS DONE.

*GENERAL CONTRACTOR WILL BE HELD RESPONSIBLE FOR
DIRT/MUD ON SITE DURING BAD WEATHER AND FOR CLEANING
UP AFTER SUBCONTRACTORS

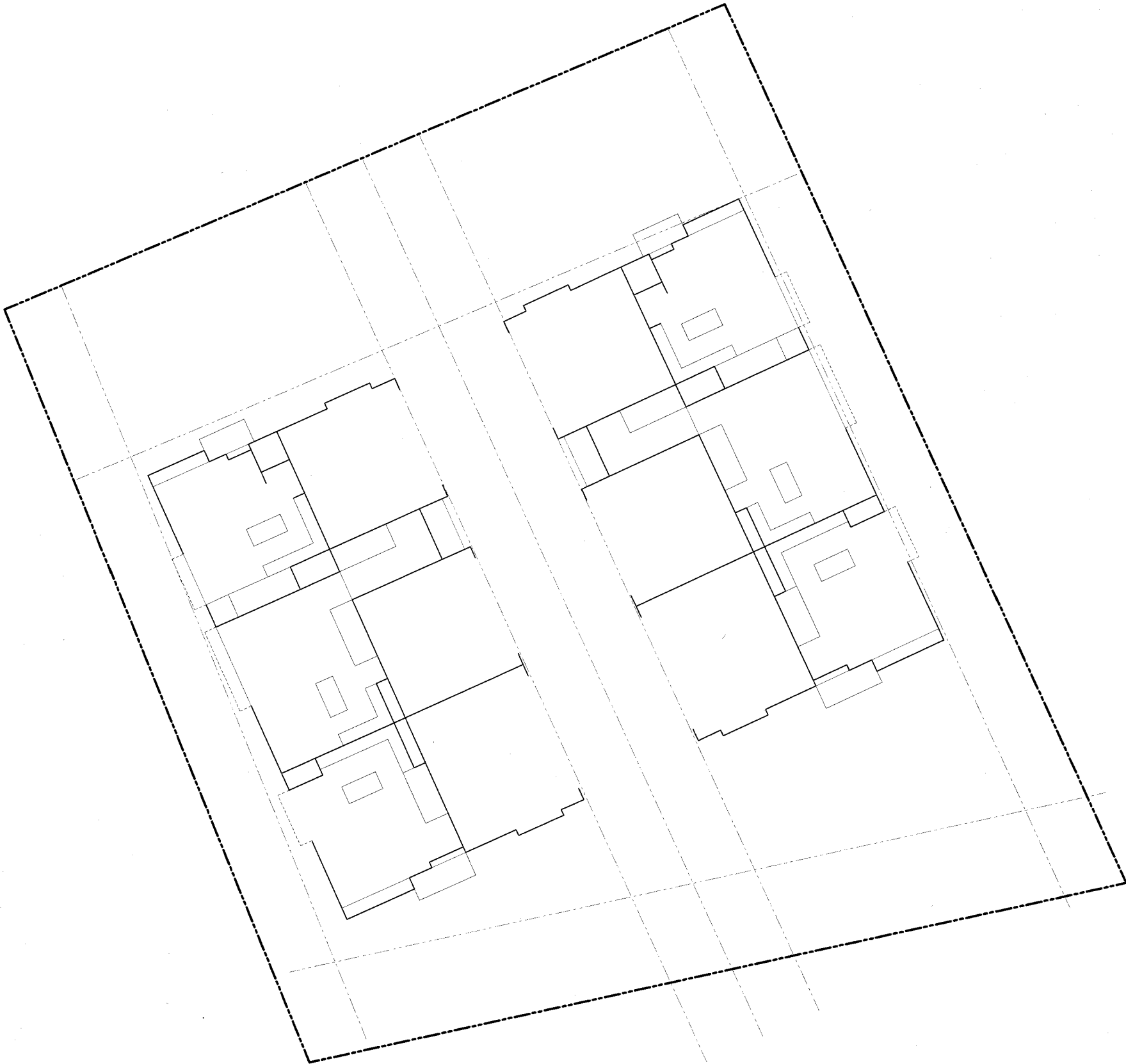
*STREET, CURB AND GUTTER, WILL BE INSPECTED AND
CLEANED OF ALL MUD AND DIRT AT THE END OF EVERY DAY.

*GRAVEL BAGS TO BE PLACED AND MAINTAINED AROUND
ANY STORM DRAIN INLET ADJACENT TO OR IMMEDIATELY
DOWNSTREAM FROM SITE DURING CONSTRUCTION.

*BERMS AND SWALES MAY BE REQUIRED ALONG
PROPERTY LINES TO PREVENT STORM WATER FLOW
ONTO ADJACENT LOTS. FINAL GRADING TO BLEND WITH
ADJACENT LOTS.

*DRAINAGE ALONG REAR DRAINAGE EASEMENT MUST
BE MAINTAINED AFTER LANDSCAPING TO ALLOW FLOW
FROM SURROUNDING LOTS TO CROSS THE LOT
AS SHOWN ON SUBDIVISION GRADING PLAN.

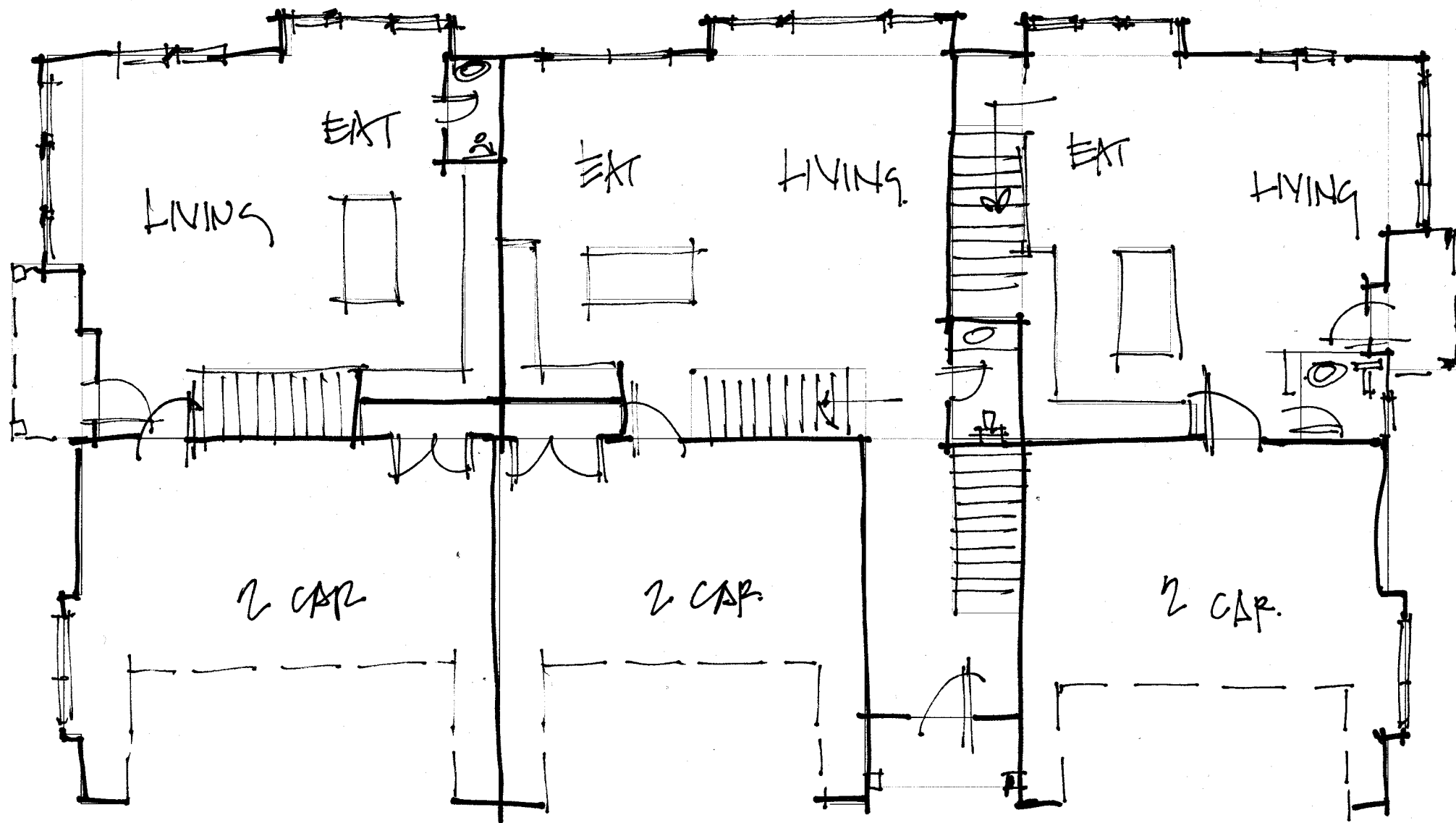
*A LINED CONCRETE WASHOUT AREA MUST BE
PROVIDED AT THE SITE FOR ALL CONCRETE WORK.
WASHOUT INTO THE FOUNDATION OR ON THE GROUND
IS PROHIBITED.



A

SITE PLAN

SCALE: 1" = 20'



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PROJECT NAME:

40 CRESTWOOD
3 PLEXS

LOCATION INFO:

LOT #
101
SUBDIVISION
SUBNAME
SUBNAME
CITY
CITYNAME
STATE
UTAH

CLIENT NAME:

MR. AND MRS.
CLIENT

PLAN NAME:

PLAN NAME

ORIGINAL RELEASE:

JAN 1, 2007

REVISION DATES

XX/XX/XXXX
XX/XX/XXXX
XX/XX/XXXX
XX/XX/XXXX

MAIN
FLOOR
PLAN

A3 | 3



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PROJECT NAME:
40 CRESTWOOD
3 PLEXS

LOCATION INFO:
LOT #
101
SUBDIVISION
SUBNAME
SUBNAME
CITY
CITYNAME
STATE
UTAH

CLIENT NAME:
MR. AND MRS.
CLIENT

PLAN NAME:
PLAN NAME

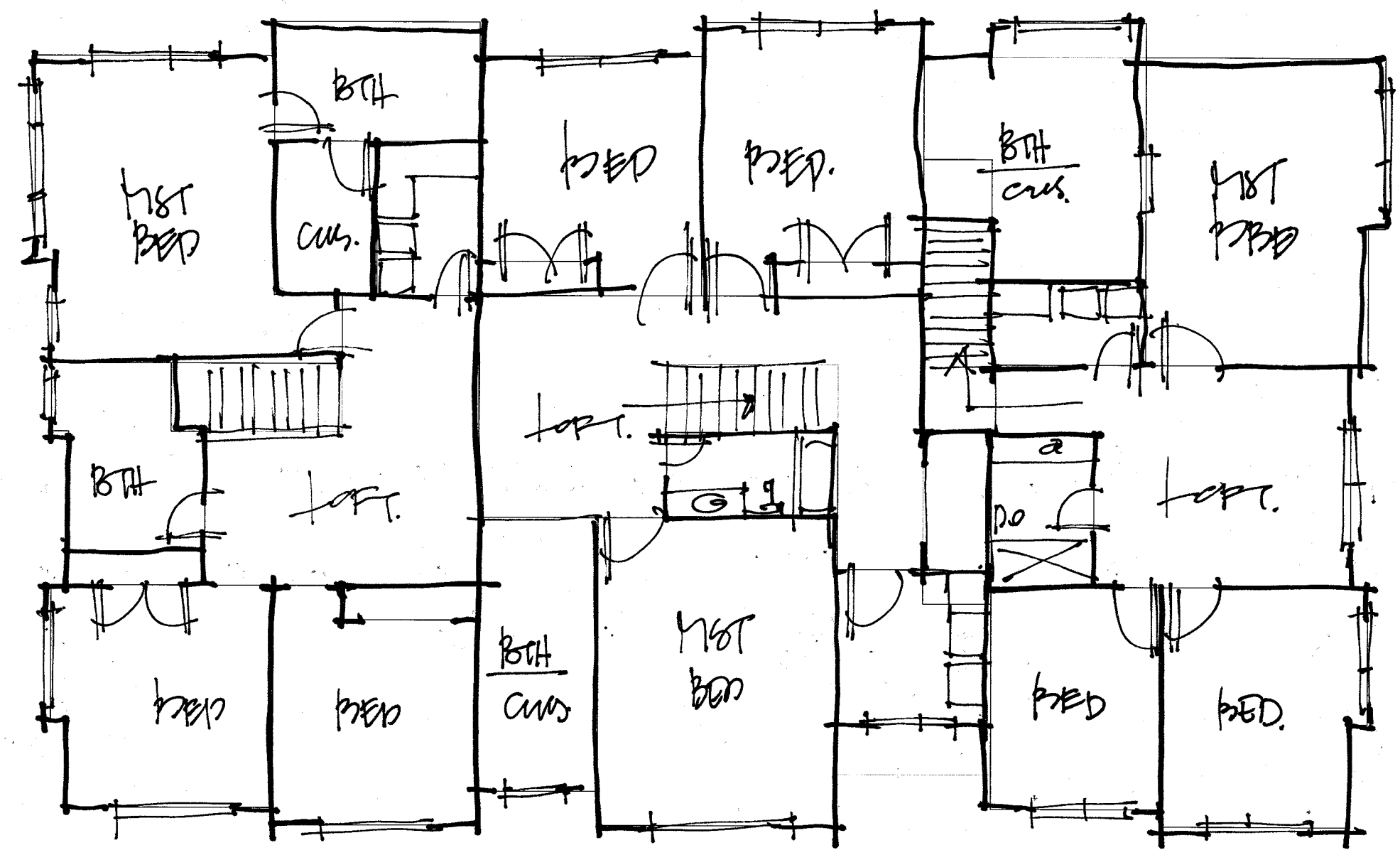
ORIGINAL RELEASE:
JAN 1, 2007

REVISION DATES
XX/XX/XXXX
XX/XX/XXXX
XX/XX/XXXX
XX/XX/XXXX

UPPER
FLOOR
PLAN

A3 | 5

PAGE 12 OF 23



A UPPER FLOOR PLAN
SCALE: 1/8" = 1'-0"



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801.217.3727

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PROJECT NAME:
40 CRESTWOOD
3 PLEXS

LOCATION INFO:
LOT #
101
SUBDIVISION
SUBNAME
SUBNAME
CITY
CITYNAME
STATE
UTAH

CLIENT NAME:
MR. AND MRS.
CLIENT

PLAN NAME:
PLAN NAME

ORIGINAL RELEASE:
JAN 1, 2007

REVISION DATES
XXXX/XXXX
XX/XX/XXXX
XX/XX/XXXX
XX/XX/XXXX

NEVILLE-KOULTON-8-4



STAFF REPORT



COUNCIL MEETING DATE: September 20, 2018

ITEM NO.: 5d

TYPE OF ITEM: Work

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Economic Development Incentives

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: Adopt this document as presented.
Remand this document back to staff with direction on document changes.

Recommendation: At this time Staff recommends adopting this policy document.

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 policy has been created to identify the process and merits for consideration of incentives in order to support the growth of desirable commercial and/or light industrial businesses 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 consider offering incentives for projects that demonstrate a return to the city. 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.

STAFF REPORT



COUNCIL MEETING DATE: September 20, 2018

ITEM NO.: 5d-f

TYPE OF ITEM: Action

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Power Commission Recommendations

EXECUTIVE SUMMARY:

The Power Commission has made three recommendations for policy changes, two are Commercial Generation Agreements and one is a Resolution related to Application Fees for renewable energy projects. All three will be addressed in this one staff report.

The first is a Commercial Generation Agreement (solar, hydro, etc) for Commercial customers. This is a new agreement. At the time the City Council adopted a Residential Generation Agreement back in January, it was mentioned that Commercial was yet to come. After several months of work, the Kaysville City Power and Light Company in conjunction with the Power Commission is excited to present this new agreement to you for your ratification. This agreement will allow Commercial customers to have the opportunity to produce some of their own power.

The second agreement is a Commercial (summer season) Generation agreement. This agreement is at a different rate because these customers will be producing power during the summer peak when we need the power for high demand times. This agreement should allow us to shave our peak some and require less purchase of power during those expensive high demand times.

Finally, the Resolution establishes Application Fees for renewable energy meters and solar credits.

All three of these agreements encourage and allow Commercial customers to produce power at their own facilities. The Power Commission has voted to approve these agreements.

Please contact Bruce Rigby before the Council meeting if you have any technical questions. 801-430-1823

Council Options: Adopt these agreements and the Resolution as presented.
Send the items back to staff with direction on any proposed changes.

Recommendation: At this time Staff recommends adopting these Agreements and the Resolution as presented.

Fiscal Impact & Fund Source for Recommended Action:

Attachments: Agreements and Resolution

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

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)
 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 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.

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 Customer's 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.

STAFF REPORT



COUNCIL MEETING DATE: September 20 2018

ITEM NO.:

TYPE OF ITEM: Work Item

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Administrative Law Judge Ordinance

EXECUTIVE SUMMARY:

It has been determined that there is a need for an improved means of handling appeals to land use decisions in Kaysville City. Currently the city's ordinances are not clear on who appeals many land use decisions. It has been clear and will remain that appeals to a land use decision made by staff are heard by the Planning Commission. However, when the Planning Commission or City Council are the decision making body the existing ordinance does not clearly address how that is handled.

The attached ordinance would create a process whereby a trained attorney would act as a hearing officer for appeals to land use decisions made by the Planning Commission or City Council. This route is desirable because of the nature of an appeal or variance. These decisions are quasi-judicial decisions which have a specific legal process that must be followed. Having an administrative law judge will better serve the city, applicants, and those filing an appeal to ensure they are given a fair and just process that follows appropriate procedure.

Council Options: Approve / Disapprove

Recommended Options: The Planning Commission held a public hearing for this item and after discussion recommended approval of the ordinance as it is presented to the council. The Commission asked that the specific term 'appeal authority' be used which has been added to section 2-8-2 A. The vote to recommend approval was 5 to 1 with the descending vote desiring the standard of review to be different, allowing a de novo consideration of the request rather than a review of the record.

Fiscal Impact & Fund Source for Recommended Action: Exact cost unknown, would require contract with 3rd party attorney. Frequency of use of this individual would be rare, costs for hearings with this individual would be covered at least in part by fees paid when filing appeal or variance request.

Attachments: Proposed Ordinance

ORDINANCE NO. 18-9-01

AN ORDINANCE ESTABLISHING THE CREATION OF THE POSITION OF AN ADMINISTRATIVE LAW JUDGE AND THE PARAMETERS IN WHICH THAT OFFICE FUNCTIONS, AMENDS AND ADDS TO MULTIPLE SECTIONS OF THE KAYSVILLE CITY ORDINANCES

WHEREAS, Kaysville City has found a lack of clarity in its ordinances pertaining to an appeals process and desires to establish a means of better processing appeals that offers a more objective view for both the city, its residents, and affected parties; and

WHEREAS, Kaysville City has determined that it is in the best interest of the City to establish a means and an office whereby certain appeals and variances are handled in a more judicial manner.

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.

Chapter 2-8, ADMINISTRATIVE HEARINGS, of Title 2, CITY GOVERNMENT, of the Revised Ordinances of Kaysville City, 1993, is added as follows:

CHAPTER 8

ADMINISTRATIVE HEARINGS

2-8-1 Purpose

The City Council finds that the enforcement of the Kaysville City ordinances, policies, regulations, and applicable State statutes is an important public function vital to the protection of the public's health, safety, welfare, and quality of life. Providing a hearing to employees, citizens, and agencies relating to the enforcement of ordinances, policies, regulations, and applicable State statutes through an administrative procedures process conducted by independent, law-trained administrative judges comports with basic due process, simplifies and expedites hearings benefitting the City and citizens, minimizes the impact on the judicial system, and provides flexibility in both the hearing process and in determining remedies and responsibilities.

2-8-2 Administrative Law Judge

- A. The Kaysville City Council shall appoint a qualified individual to serve as the Kaysville City Administrative Law Judge to preside over administrative hearings and function as the appeal authority. An Administrative Law Judge must be an attorney licensed to

practice law in the State of Utah and must not be an employee of the City. The appointed individual shall serve for a period of two years per term with no limit on the number of terms should the City Council determine to reappoint the same individual. The Judge may be removed from office by a vote of the City Council.

B. Administrative Law Judge

1. The Administrative Law Judge shall have authority to decide all requests for an appeal from any land use provision of the Kaysville City Ordinances, unless otherwise expressly stated.
2. An Administrative Law Judge shall have authority to set the date, time, and place for holding an administrative hearing.
3. An Administrative Law Judge may issue a scheduling order to guide the conduct of the case, to set the limits of any pre-hearing discovery, to provide for the identification of witnesses and their expected testimony, to list and exchange proposed exhibits to approve stipulations regarding facts, applicable law, foundation to exhibits, and to govern such other matters related to hearing of the matter as deemed appropriate.
4. The Administrative Law Judge holding a hearing shall arrange for the recording of any hearing.
5. The Administrative Law Judge is empowered to issue subpoenas for the production of documents and things and to complete the appearance of witnesses in the pending action. It shall be unlawful for any person to willfully refuse or fail to obey a subpoena issued for an administrative hearing. A violation of this section shall be a class B misdemeanor.

2-8-3 Appeals

- A. Appeals provided for in this Kaysville City Code shall be heard by the Kaysville City Administrative Law Judge, unless otherwise expressly stated.
- B. Appeals must be filed with the Kaysville City Recorder within the applicable time period, and must be accompanied by a filing fee of \$250.00. Appeals must be in writing, dated and signed, and at a minimum state the name, address and phone number of the person or entity making the appeal, the decision being appealed, and a summary of the basis of the appeal.
- C. Parties aggrieved by the decision of the Administrative Law Judge may appeal such decision in the courts of competent jurisdiction.

2-8-4 Hearings

- A. The Administrative Law Judge shall act in a quasi-judicial manner which may include holding an informal hearing within 45 days after submittal of the appeal or variance. Notice of the hearing shall be given by mailing it to the appellant at the address given in the written appeal at least eight days prior to the hearing.
- B. At the hearing formal rules of procedure, discovery and evidence shall not apply. The Administrative Law Judge shall determine if substantial evidence supports the

decision below. The appellant may present his/her case or may be represented by an attorney.

- C. The Judge may uphold the previous decision, overturn it, or make a new decision as appropriate under the circumstances. The Judge shall issue a written decision including findings, which is effective on the date of issuance and is a final decision of the City's administrative process.
- D. A person who fails to appear at a hearing shall be deemed to have waived all rights in connection with the hearing, including the right to appeal. Providing that proper notice has been given, a decision may then be entered against the appellant based upon the failure to appear.
- E. The Administrative Law Judge shall issue a written ruling within 45 days after the conclusion of the hearing.

SECTION III: Enactment

Section 1-5-4, REVIEW OF DECISION, of Chapter 1-5, PRIVATE PROPERTY PROTECTION PROCEDURES, of Title 1, GENERAL PROVISIONS, of the Revised Ordinances of Kaysville City, 1993, is amended to read as follows:

1-5-4 Review of Decision

Any owner of private real property who claims there has been a Constitutional Taking of private real property may request a review of a final decision of any officer, employee, board, commission, or council of the City. The following are specific procedures established for such review:

1. The person requesting a review (hereinafter referred to as the "Appellant") must have obtained a final and authoritative determination, internally, within the City relative to the decision from which the review is requested.
2. Within thirty (30) days from the date of the final decision that gave rise to the concern that a Constitutional Taking has occurred, the Appellant shall file in writing, in the office of the City Recorder a request for review of that decision. A copy shall also be filed with the City Manager and the City Attorney.
3. The City ~~Council-Recorder~~ shall ~~immediately~~ set a time for the Administrative Law Judge to review the decision that gave rise to the Constitutional Takings claim.
4. In addition to the written request for review, the Appellant must submit, prior to the date of the review, the following:
 - a. Name of the Appellant;
 - b. Name and ~~business~~ address of current owner of the property, form of ownership, and if owned by a corporation, partnership, or joint venture, name and address of all principal shareholders or partners;
 - c. A detailed description of the grounds for the claim that there has been a Constitutional Taking;
 - d. A detailed description of the property alleged to have been taken;

- e. Evidence and documentation as to the value of the property taken, including the date and cost at the date the property was acquired. This should include any evidence of the value of that same property before and after the alleged Constitutional Taking, the name of the party from whom purchased, including the relationship, if any, between the Appellant and the party from whom the property was acquired;
 - f. Nature of the protectable interest claimed to be affected, such as, but not limited to, fee simple ownership, leasehold interest;
 - g. Terms (including sale price) of any previous purchase or sale of a full or partial interest in the property in the three (3) years prior to the date of application;
 - h. All appraisals of the property prepared for any purpose, including financing, offering for sale, or ad valorem taxation, within the three (3) years prior to the date of application;
 - i. The assessed value of and ad valorem taxes on the property for the previous three (3) years;
 - j. All information concerning current mortgages or other loans secured by the property, including name of the mortgagee or lender, current interest rate, remaining loan balance and term of the loan and other significant provisions, including but not limited to, right of purchasers to assume the loan;
 - k. All listings of the property for sale or rent, price asked and offers received, if any, within the previous three (3) years;
 - l. All studies commissioned by the Appellant or agents of the Appellant within the previous three (3) years concerning feasibility of development or utilization of the property;
 - m. For income producing property, itemized income and expense statements from the property for the previous three (3) years;
 - n. Information from a title policy or other source showing all recorded liens or encumbrances affecting the property; and,
 - o. The City Council may request additional information reasonably necessary, in its opinion, to arrive at a conclusion concerning whether there has been a Constitutional Taking.
5. An Appeal shall not be deemed to be perfected until the City Recorder certifies to the Appellant that all the materials and information required have been received by the City. The City Recorder shall promptly notify the Appellant of any incomplete application.
 6. The ~~City Council~~Administrative Law Judge shall hear all the evidence related to and submitted by the Appellant, City, or any other interested party.
 7. A final decision shall be rendered within ~~fourteen-forty-five~~ (1445) days from the date the complete application for review has been received by the City Recorder. The decision of the ~~City Council~~Administrative Law Judge the results of the review shall be given in writing to the Appellant and the officer, employee, board, commission or council that rendered the final decision that gave rise to the Constitutional Taking claim.
 - ~~8. If the City Council fails to decide the claim within fourteen (14) days, the decision appealed from shall be presumed to be approved.~~

SECTION IV: Enactment.

Section 8-5-15 VARIANCE PROCEDURES, of Chapter 8-5, FLOOD DAMAGE PREVENTION, of Title 8, COMMUNITY DEVELOPMENT, of the Revised Ordinances of Kaysville City, 1993, is amended to read as follows:

8-5-15 Variance Procedures

1. The Planning Commission shall hear and render judgment on requests for variances from the requirements of this Chapter.
2. The Planning Commission shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this Chapter.
3. Any person or persons aggrieved by the decision of the Planning Commission may appeal such decision ~~into the courts of competent jurisdiction~~ Administrative Law Judge.
4. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this Chapter.
6. Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in KCC 8-5-14(2) have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.
7. Upon consideration of the factors noted above and the intent of this Chapter, the Planning Commission may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Chapter.
8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
10. Prerequisites for granting variances:
 - a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - b. Variances shall only be issued upon showing a good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship to the applicant, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - c. Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest flood elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest flood elevation.

11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria outlined in KCC 8-5-15(1) through (9) are met and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

SECTION V: Enactment.

Section 8-6-7 FEE ECXEPTIONS AND ADJUSTMENTS, of Chapter 8-6, IMPACT FEES, of Title 8, COMMUNITY DEVELOPMENT, of the Revised Ordinances of Kaysville City, 1993, is amended to read as follows:

8-6-7 Fee Exceptions And Adjustments

1. The City may adjust the impact fees imposed pursuant to this Chapter as necessary in order to:
 - a. Respond to unusual circumstances in specific cases;
 - b. Ensure that the impact fees are imposed fairly;
 - c. Ensure that the fee represents the proportionate share of the costs of providing such facilities which are reasonably related to and necessary in order to provide the services in question to anticipated future growth and development activities;
 - d. Allow credits against impact fees for dedication of land for improvement to or new construction of any system improvements which are identified in the Impact Fee Facilities Plan and required by the City as a condition of approving the development activity. No credits shall be given for project improvements. The determination of what constitutes a project improvement will, of necessity, vary somewhat depending on the specific facts and circumstances presented by the nature, size and scope of any particular development activity. All new development activity will be required to install site improvements and facilities which are reasonably necessary to service the proposed development at adopted level of service standards; and
 - e. Exempt low income housing and other development activities with broad public purposes from impact fees and establish one or more sources of funds other than impact fees to pay for that development activity.
2. The City Council shall have the authority to make such adjustments based upon reliable information submitted by an applicant and any recommendation from the City staff.
3. The City Council may adopt policies consistent with this Chapter to assist in the implementation, administration and interpretation of this Chapter related to impact fees.
4. If the applicant, person, or entity is not satisfied with any decision of the City staff, a further appeal may be made to the Administrative Law Judge under the procedures set forth in UCA § 11-36a-703.

SECTION VI: Enactment.

Section 17-30-4, APPEALS OF DECISION, of Chapter 17-30, CONDITIONAL USES, of Title 17, PLANNING AND ZONING, of the Revised Ordinances of Kaysville City, 1993, is amended to read as follows:

17-30-4 Appeals Of Decision

Any person shall have the right to appeal any final action of the Planning Commission to the ~~City Council~~Administrative Law Judge, within ~~ten-seven~~ (407) days of the date of the action of the Planning Commission, by filing with the Planning Commission and City ~~Council~~Recorder a notice of appeal, in writing, specifying the ground thereof.

SECTION VII: Enactment.

Section 19-1-2, VARIANCES, of Chapter 19-1, GENERAL PROVISIONS, of Title 19, SUBDIVISIONS, of the Revised Ordinances of Kaysville City, 1993, is amended to read as follows:

19-1-2 Variances [Edit](#)

1. Any person or entity desiring a waiver or modification of the requirements of this Title as applied to a parcel of property that he or she owns, leases, or in which he or she holds some other beneficial interest may apply to the ~~City Council~~Administrative Law Judge for a variance from the terms of this Title.
2.
 - a. The ~~City Council~~Administrative Law Judge may grant a variance only if:
 - i. Literal enforcement of this Title would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of this Title;
 - ii. There are special circumstances attached to the property that do not generally apply to other properties in the same zone;
 - iii. Granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same zone;
 - iv. The variance will not substantially affect the general plan and will not be contrary to the public interest; and
 - v. The spirit of this Title is observed and substantial justice done.
 - b.
 - i. In determining whether or not enforcement of this Title would cause unreasonable hardship under Subsection (2)(a), the ~~City Council~~Administrative Law Judge may not find an unreasonable hardship unless the alleged hardship is located on or associated with the property for which the variance is sought: and comes from circumstances peculiar to the property, not from conditions that are general to the neighborhood.
 - ii. In determining whether or not enforcement of this Title would cause unreasonable hardship under Subsection (2)(a), the ~~City Council~~Administrative Law Judge may not find an unreasonable hardship if the hardship is self-imposed or economic.

- c. In determining whether or not there are special circumstances attached to the property under Subsection (2)(a), the City Council may find that special circumstances exist only if the special circumstances:
 - i. Relate to the hardship complained of: and
 - ii. Deprive the property of privileges granted to other properties in the same district.
- d. The applicant shall bear the burden of proving that all of the conditions justifying a variance have been met.
- e. Variances run with the land.
- f. The ~~City Council~~Administrative Law Judge and any other body may not grant a use variance.
- g. In granting a variance, the ~~City Council~~Administrative Law Judge may impose additional requirements on the applicant that will:
 - i. Mitigate any harmful effects of the variance: or
 - ii. Serve the purpose of the standard or requirement that is waived or modified.

SECTION VII: Enactment.

Section 19-1-2, VARIANCES, of Chapter 19-1, GENERAL PROVISIONS, of Title 19, SUBDIVISIONS, of the Revised Ordinances of Kaysville City, 1993, is amended to read as follows:

19-1-9 Appeals

1. The applicant or any other person or entity adversely affected by a decision administering or interpreting this Title may appeal that decision applying this Title by alleging that there is error in any order, requirements, decision, or determination made by an official in the administration or interpretation of this Title.
2. Any officer, department, board, or bureau of the City affected by the grant or refusal of a building permit or by any other decisions of the administrative officer in the administration or interpretation of This Title may appeal any decision to the ~~City Council~~Administrative Law Judge.
3. Such appeal shall be taken within ~~ten-seven~~(107) calendar days from the date of the action appealed from by filing with the officer from whom the appeal is taken and with the City ~~Council-Recorder~~ a notice of appeal specifying the ground thereof.
4. The officer from whom the appeal is taken shall transmit to the ~~City Council~~Administrative Law Judge all papers constituting the record upon which the action appealed from is taken.
5. The person or entity making the appeal has the burden of proving that an error has been made.
6. The ~~City Council~~Administrative Law Judge shall find whether there is substantial evidence that an error has been made. The ~~City Council~~Administrative Law Judge may affirm, reverse, or modify the action appealed from as it seems just and equitable and exercise all rights of any other officer or commission.

7. Only decisions applying this Title may be appealed to the ~~City Council~~Administrative Law Judge. Appeals may not be used to waive or modify the terms or requirements of this Title.
8. All appeals shall comply with the requirements of Section 10-9a-701 Utah Code Annotated, 1953.

SECTION VII: 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 IX: 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 ___th day of _____, 2018

Katie Witt
Mayor

ATTEST:

Maria T. Devereux
City Recorder