



## **MEETING NOTICE AND AGENDA**

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, October 4, 2018, starting at 6:45 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

### **ARCHITECTURAL REVIEW COMMITTEE MEETING - 6:45 PM**

1. Modification to temporary site use and layout for GP motors at 650 North Kays Dr.

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

#### **1. OPENING**

- a. Council Member Dave Adams

#### **2. RECOGNITIONS AND PRESENTATIONS**

- a. Youth Court Advisor Volunteer Award, Wendy Bennett.
- b. Youth Court Oath of Office – Tina Johnson

#### **3. DECLARATIONS OF CONFLICTS OF INTEREST**

#### **4. CONSENT ITEMS**

- a. Meeting Minutes from September 6, 2018.
- b. Lease for the Openshaw Property.
- c. Utility Line Clearance, Tree Trimming Agreement.
- d. Materials Purchase - ERMCO Transformers.
- e. Award of Bid for the Kaysville Main Street Sidewalk Project.

#### **5. ACTION ITEMS**

- a. Administrative Law Judge Ordinance Change. (ORD. 18-9-01)
- b. Schick Farm Open Space Agreement.
- c. Rezone of 0.25 acres of property at 425 East Crestwood Road from R-1-8 (Single Family Residential) to the PU (Public Use) zoning district.
- d. Rezone of 25 acres of property at 700 South Deseret Drive from GC (General Commercial) to the R-2 (Residential) zoning district to include the PRUD (Planned Residential Unit Development) overlay zone and the LI (Light Industrial) zoning district.

#### **6. WORK ITEMS**

- a. Fourth of July Parade Seating Ordinance Discussion.
- b. Health Initiative Employee Incentive with Vasa Fitness.

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 October 2, 2018.

*Maria T. Devereux*  
Maria T. Devereux/City Recorder



**KAYSVILLE CITY COUNCIL**  
**DRAFT**  
Meeting Minutes

September 6, 2018

Meeting Minutes of the September 6, 2018, Kaysville 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, Chief Sol Oberg, City Recorder Maria Devereux, Brielle Shelley, Davis Shelley, Jen Shelley, Linda Darcy, Sam Shelley, Murphy Jones, Jamie Jones, Dirk Jones, Chase Jones, Whitney Jones, H. Lynn Galbraith, Margaret Brough, Carole Walker, Ramona Porter, Amy Mikkelsen, Valerie Jones, Chris Christensen, Kristen Christensen, Randi von Bose, Nathan Alvey, Dean Wall, Brigg Lewis, Luke Johnson, Jim Morgan, Randy J. West, Scott Francis, Austin Reid, Carter Francis, Daniel Baird, Sam Williams, Gary Holmes, Benjamin Bradshaw, Collin Savage, Clint Reid, Tyler Johnson, David Dimmick, Ethan Savage, Parker Combe, Luke Francis, Luke Otterson, Kainoa Messick, Brent Ford, elle Anderson, Emily Pugmire, Megan Henderson, Kyle Sorenson, JD Wilson, Fawn Morgan, Fay Coxford.

**CITY COUNCIL MEETING**

Mayor Witt opened the meeting.

**PRESENTATION**

**DAUGHTERS OF THE UTAH PIONEERS**

Faye Croxford, President, gave an update of the Daughters of the Utah Pioneers, their purpose and history.

**SWEARING IN OF NEW POLICE OFFICERS**

Chief Sol Oberg introduced the new police officers - Charles M. Singleton, Kiersten Shelley, and Ryan Freeman and welcomed them to the City.

Maria Devereux, City Recorder, administered the oath of office.

## **SUICIDE PREVENTION PROCLAMATION**

Mayor Witt read the Suicide Prevention Proclamation designating September as Suicide Prevention Awareness month.

The Hope Squad, individuals and leaders that provide support and caring, presented about the importance of knowing the signs of suicide and being a friend to others.

The Mayor thanked the group for their efforts in raising awareness about suicide and prevention measures.

## **RECOGNITION OF THE HORNADAY SILVER MEDAL WINNER**

Justin Brimhall presented the Hornaday Silver Medal award winner, Ashton Goodsell. He explained that he is one of few that has completed four Eagle Scout projects.

## **PARKS AND RECREATION REPORT**

Cole Stephens, Director of Parks and Recreation, gave a report encompassing parks, recreation, grounds, the cemetery, and challenges with staffing and space. He praised the many volunteers that assist with programs and City needs. He explained the importance of good sportsmanship.

## **DECLARATION OF CONFLICTS OF INTEREST**

No direct conflicts were noted.

## **CONSENT ITEMS**

Mayor Witt asked for a vote on the Consent Items,

Council Member Barber asked for item e. Hunting in West Kaysville, to be removed from the consent items list and discussed.

Council Member DeCaire made a motion to accept and approve the consent items with the exception of item e. Hunting in West Kaysville, second by Council Member Adams.

The vote on the motion was as follows:

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

The motion passed unanimously.



Shayne Scott, City Manager explained item e. Hunting in West Kaysville is a request from Mr. Holmes, a Kaysville resident, that needs to renew the request annually to give him permission to hunt in a specific area of Kaysville that they own the rights to.

Council Member Barber made a motion to authorize item e. Hunting in West Kaysville, second by Council Member DeCaire.

The vote on the motion was as follows:

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

The motion passes unanimously.

### **ACTION ITEMS**

#### **LEASING POLICY RESOLUTION (Resolution 18-8-2)**

Lyle Gibson, Zoning Administrator, explained that last February, the City received a request to lease this same property. The Council directed staff to advertise the property and accept bids for the lease. Through this process the City ultimately approved two lease agreements for the use of this property. One of the leases was executed and the user is currently on site. The second user was not able to make the site work for the intended use and has withdrawn. He stated that a new user has since approached the City asking to lease this property. The City has again advertised the property and received an offer from Rock Structures for \$2,500 for about an acre of property for the storage excavation equipment and supplies. No other offers were submitted.

Council Member Barber made a motion authorizing a lease agreement with Rock Structures for the lease of City property for storage of inventory at approximately 345 South Desert Drive, second by Council Member Garn.

The vote on the motion was as follows:

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

The motion passes unanimously.

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

Andy Thompson, City Engineer, 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.

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

Council Member Adams made a motion to approve the 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 and providing for an effective date, second by Council Member Barber.

The vote on the motion was as follows:

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

The motion passes unanimously.

**PURCHASE OF FIRE RESCUE/ENGINE APPARATUS AND APPROVAL OF CAPITAL EQUIPMENT LEASE FINANCING**

Shayne Scott, City Manager, explained that the Fiscal Year 2019 Budget includes the capital lease of a new Fire Rescue/Engine and associated equipment. The Fire Department has received a quote and specifications proposal and proposals have been received for financing. The net cost for the apparatus and associated equipment is \$837,865.31. The recommended lease financing proposal is from Zion's Bank with a six year term, interest rate of 2.86% and semi-annual payments of \$76,025.67.

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

Dean Storey, Finance Director, noted that the last purchase of a Fire Dept. truck was 6 years ago.

Council Member Adams noted that this is a lot of money to approve and spend and feels the old truck is in good shape.

Council Member DeCaire noted that he spoke with Fire Department, said he felt the Fire Chief is accurate and straightforward about their needs.

Council Member DeCaire made a motion to approve the purchase of the Fire Rescue/Engine Apparatus and approval of capital equipment lease financing, second by Council Member Page.

The vote on the motion was as follows:

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

The motion passes four to one.

## **WORK ITEMS**

### **POWER COMMISSION ITEMS**

Shayne Scott explained the Power Commission items.

Shayne Scott gave an overview of the Commercial Generation agreement and the Summer agreement, the Regular Generation agreement and Resolution amending the Kaysville city Consolidated Fee schedule related to application fees and credits applicable to renewable energy (solar) generation customers.

Council Member Barber noted that this parallels the Net Metering agreements and they look good.

Council Member Barber made a motion to approve the Commercial Generation agreements and the Resolution amending the Kaysville City Consolidated Fee Schedule related to application fees and credits applicable to renewable energy generation customers, second by Council Member Page.

The vote on the motion was as follows:

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

The motion passes unanimously.

### **SCHICK FARMS OPEN SPACE AGREEMENT DISCUSSION.**

Andy Thompson, City Engineer, gave an overview of the agreement. He explained that In the July 19th council meeting the City Council considered an offer to acquire the open space in the Schick Farm Subdivision for park use. The Council determined that there was merit in this offer and instructed staff to continue negotiations with the home owner's association to refine the agreement that would establish the terms of this transaction. The agreement has now been modified for the Councils review. The HOA will seek approval from their homeowners once they feel that the City Council is comfortable with the agreement. Andy Thompson noted that they are asking for direction from the Council to determine if this agreement should continue to be pursued and if the conditions are acceptable or need adjustment.

Council Member Barber asked if further discussion was needed before making a decision.

Council Member Decaire noted that he is in favor of asking City staff continue to work on this matter.

Cole Stephens, Parks Director, stated that there is an existing irrigation system to some of this area, however they will have to make an investment in order to make it usable.

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

Council Member Adams is concerned about overhead costs and ongoing care and maintenance.

Council Member DeCaire made a motion to move the Schick Farms Open Space agreement from a work item to an action item, second by Council Member Garn.

Council Member Adams, made a substitute motion to move this from a work item to an action item with a conceptual overlay to be completed. The motion failed for lack of a second.

Council Member Adams made a motion to move the Schick Farms Open Space Agreement to an action item, with conceptual overlay provided by city staff, second by Council Member DeCaire.

The vote on the motion was as follows:

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

The motion passes four to one.

## **LIBRARY BUILDING DISCUSSION**

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

Mayor noted that due to mold in the walls of the building and the building being unusable. A decision needed to be made.

Mayor Witt noted that it is because of the community that the history will be preserved.

Council Member Garn noted that more office space is needed for employees, and added that for efficiency sake, would prefer to have one building rather than two to accommodate employees.

## **LIABILITY AND PROPERTY INSURANCE DISCUSSION**

Shayne Scott stated that 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. He explained that 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.

Shayne Scott explained the City decided upon Utah Local Governments Trust.

Steven Hansen, CEO of ULGT, noted that he is grateful for the opportunity. He explained they work with property and liability, workers compensation, and broker other products including health programs.

Council member Garn made a motion to move this to an action item at next meeting, second by Council Member Page.

The vote on the motion was as follows:

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

The motion passed four to one.

## **ECONOMIC DEVELOPMENT INCENTIVES DISCUSSION**

City Manager Shayne Scott gave an overview of Economic Development incentives. He explained that beginning 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. He noted that many other cities incentivize businesses.

Council Member Garn noted that he has a few small grammatical corrections. He stated the need to be more specific in some areas.

Council Member DeCaire stated that he likes the ability we have as a city to diversify. He thanked the City Manager for his insight.

Council Member DeCaire made a motion to move Economic Development incentives from a work item to an action item, second by Council Member Page.

The vote on the motion was as follows:

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

The motion passes four to one.

## **CALL TO THE PUBLIC**

Randy West **suggested** to follow Roberts Rules of Orders to keep a civil meeting.

Brigg Lewis cautioned the Council to be mindful and act with caution with taxes and fees.

## **ADJOURNMENT**

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

## KAYSVILLE YOUTH COURT MEMBERSHIP OATH CEREMONY

Congratulations on being chosen as a Judge for the 2018-2019 Kaysville Youth Court. You will be performing a great service for our community and we appreciate and recognize that service.

Membership in the Kaysville Youth Court is a privilege. As a member of the Kaysville Youth Court, you are expected to serve as a role model for the community at all times. You are expected to uphold the strictest ethical rule of confidentiality. You are expected to demonstrate outstanding citizenship in school, at home and in the community.

Once again, I congratulate you on this achievement.

I will now ask you to raise your right hand for the administration of the Kaysville Youth Court Membership Oath:

***Do you solemnly affirm that you will keep confidential the information that comes to your knowledge as a member of the Kaysville Youth Court?***

*(Judges respond with a “yes”)*

***Do you solemnly affirm that all of your actions as a member of the Kaysville Youth Court will be free of bias and prejudice toward any other person’s age, race, sex, religion, national origin or disability?***

*(Judges respond with a “yes”)*

***Do you solemnly affirm that you will faithfully discharge and perform all responsibilities and duties required of you as a member of the Kaysville Youth Court?***

*(Judges respond with a “yes”)*

As the Mayor of the city of Kaysville, I now appoint you as official members of the 2018-2019 Kaysville Youth Court.



**SUBJECT/AGENDA TITLE: Modification to temporary site use and layout for GP motors at 650 North Kays Drive**

Attachments:      Location Map  
                          Photo of existing site conditions.  
                          Exhibits from original review



# GP Motors - Kaysville Business Park - Used Car Lot







## **GP Motor Proposed Development**

### **Applicant Background:**

The applicant Jace Conrow is the owner of GP Motor Company. Jace has been in the auto industry for over a decade. He has worked as a salesman for Ken Garff, the general manager for Silverline auto in Portland, Oregon and is now the owner and operator of GP Motor. GP Motor has averaged over 50 car sales per month and with at least \$500,000 in sales tax revenue in the past few years.

### **Property Background**

The applicant is under contract to acquire about a 2.25 to 3 acre piece of land from a parent parcel totaling 22.85 acres in the North East corner of the business park. Camper World currently occupies 15 acres to the north (known as the Jensen property. **(See Exhibit 1)**

### **Business Model:**

GP Motor is an appointment only online car dealership. Customers shop online and once they designate a vehicle they make an appointment with GP Motor's for a test drive. Upon arrival at the appointment the customer will drive the specific car they made an appointment for. Due to the current business model there are no random customers visiting or walking the lot.

### **Proposed Development:**

In accordance with the bylaws set forth by the business park's CC&R's, GP Motor would like to propose to build an 8,000 to 10,000 square foot office facility with some warehouse space **(See Exhibit 2)**. GP Motor's is committed to completing the project within the two and one-half year time frame outlined in section 4.7 of Article 19. While the plans, permits, bids and construction of the building take place the remaining 1.5 to 2.0 acres will be fenced with a black chain link with grey slats **(See Exhibit 3)**. The large fenced portion will either be laid with road base, crushed concrete or rock. GP Motor has already spoken to the owner of the new industrial building to the south and will lease two spaces from that unit and will perform the business operations out of that space while the facility is under construction. Access to the fenced lot will be from the southwest-corner. As an additional note we have been in contact with Steve Lamb (Project Manager) from the North Davis Sewer District who has informed us that they will be working on the sewer that goes through the lot so there may be some delays in getting the finished facility completed.

**Exhibit 1:**



**Exhibit 2**





**Exhibit 3**



**Exhibit 4**



# **STAFF REPORT**



**COUNCIL MEETING DATE: October 4, 2018**  
**ITEM NO.:**

**TYPE OF ITEM: Consent**  
**PRESENTED BY: Lyle Gibson, Zoning Administrator**

**SUBJECT/AGENDA TITLE: Lease Agreement between Kaysville City and Sean Cooreman for the use of city property at 1150 Crestwood Road for grazing and keeping of livestock.**

## **EXECUTIVE SUMMARY:**

Kaysville City recently advertised the property for lease at 1150 Crestwood Road commonly referred to as the Openshaw property which consists of about 10 acres.

The preferred offer was from Mr. Cooreman who has requested to utilize the property for the keeping of livestock.

The attached agreement would allow Mr. Cooreman to lease the property for an initial 3 year term allowing renewal of the lease thereafter for 1 year terms. The initial lease payment is \$2500 for the first year, it then bumps up to \$3500 per year thereafter. Mr. Cooreman would be responsible to maintain the property and provide for any utilities he desires to use.

Council Options: Approve or deny the lease.

Recommended Options: Staff recommends that the proposed lease be approved as it will generate some income while passing along the maintenance of the property to another party.

Fiscal Impact & Fund Source for Recommended Action: The city will generate revenue from the annual lease.

Attachments: Lease Agreement and Exhibit.

## **LEASE AGREEMENT**

This Lease Agreement is made and entered into effective as of the \_\_\_\_ day of October, 2018, by and between KAYSVILLE CITY, a Municipal Corporation, of 23 East Center Street, Kaysville City, Davis County, State of Utah, hereinafter referred to as “Lessor,” and Sean Cooreman, of Kaysville City, Davis County, State of Utah, hereinafter referred to as “Lessee.”

### **RECITALS**

The parties recite and declare that:

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

B. Lessee desires to lease the premises for the purpose of utilizing the premises in for use as a pasture and the keeping and grazing of livestock.

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

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

## **LEASE AGREEMENT**

### **SECTION ONE:**

### **SUBJECT AND PURPOSE**

Lessor leases to Lessee real property which is located at approximately 1150 East Crestwood Road consisting of approximately 10 acres located in Kaysville City, County of Davis, State of Utah.

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

The Lessee is to use the Premises only for the keeping and grazing of livestock unless otherwise agreed to in writing prior to any change of use.

### **SECTION TWO:**

### **TERM**

Lessor demises the premises to Lessee with a lease term commencing on October 15, 2018, and terminating on September 30, 2021.

The initial three-year term shall be renewed automatically for successive terms of one year unless either party gives written notice of termination on or before July 1st of the then-current



annual term advising the other party that the Lease will not be renewed at the end of the then-current annual term.

**SECTION THREE:**

**PAYMENT**

Lessee shall make payment to Lessor by October 31, 2018, in the amount of \$2,500.00 for the first year which shall terminate on September 30, 2019. After the first year, Lessee shall make payment to Lessor in the amount of \$3,500.00 per year due and payable on or before the first day of October each year during the term of this Lease or any extension thereof.

**SECTION FOUR:**

**ALTERATIONS, ADDITIONS, OR  
IMPROVEMENTS AND USE OF PROPERTY**

Lessee shall be allowed to use the property as pasture for the grazing of livestock.

**SECTION FIVE:**

**CARE AND MAINTENANCE**

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

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

**SECTION SIX:**

**TAXES**

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

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

**SECTION SEVEN:**

**UTILITIES**

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

**SECTION EIGHT:**

**INSURANCE**

(A) Lessee shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah,

(i) having a Best Insurance Reports rating of “A” or better and a financial size category of “X” or higher, or (ii) otherwise being acceptable to the City with coverage limits and provisions at least sufficient to satisfy the requirements set forth below.

- a. Workers’ Compensation Insurance: Statutory workers’ compensation insurance. Such insurance shall also include employer’s liability insurance in a limit of no less than \$1,000,000. No owner or officer may be excluded.
- b. General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products- completed operations, blanket contractual, board form property damage, personal and advertising injury, independent Lessees and sudden and accidental pollution liability [pollution liability arising out of a hostile fire] with a \$3,000,000 minimum limit per occurrence for combined bodily injury and property damage, provided the general policy aggregate shall apply separately to the Lessee on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit. Lessee shall provide a certificate of insurance verifying completed operations coverage for a period of not less than two years after project completion.
- c. Automobile Liability Insurance: Automobile liability insurance for the Lessee’s liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of the Lessee, with a \$2,000,000 minimum limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. All owned and/or leased automobiles shall be covered using symbol “1” (any auto).
- d. Excess Liability Insurance: The amounts of insurance required in the foregoing subsections (1), (2), (3), this subsection may be satisfied by the Lessee purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the required limits specified above.

(B) Insurance Policy Conditions and Requirements

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

**SECTION NINE:**

**UNLAWFUL OR DANGEROUS ACTIVITY**

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

**SECTION TEN:**

**INDEMNITY**

Lessee agrees to indemnify, defend, and hold harmless City and City's employees, officers, and agents from and against any and all claims for injury or property damage to any persons or property that directly result from any act, error, omission, or fault of Lessee done in conjunction with Lessee's use of City owned property.

**SECTION ELEVEN:**

**DEFAULT OR BREACH**

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

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

**SECTION TWELVE:**                      **EFFECT OF DEFAULT**

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

**SECTION THIRTEEN:**                      **NO WATER RIGHTS**

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

**SECTION FOURTEEN:**                      **ACCESS TO PREMISES**

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

**SECTION FIFTEEN:**                      **NO LIABILITY OF LESSOR**

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

**SECTION SIXTEEN:**                      **WAIVER**

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

**SECTION SEVENTEEN:**                      **NOTICES**

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

**SECTION EIGHTEEN:**                      **ASSIGNMENT**

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

**SECTION NINETEEN:**                      **ENTIRE AGREEMENT**

This Lease Agreement constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement is void

and shall not be binding upon either party except to the extent incorporated in this Lease Agreement.

**SECTION TWENTY:**

**MODIFICATION OF AGREEMENT**

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

**SECTION TWENTY-ONE:**

**BINDING EFFECT**

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

**SECTION TWENTY-TWO:**

**INCORPORATION OF RECITALS**

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

**SECTION TWENTY-THREE:**

**ATTORNEY FEES**

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

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

KAYSVILLE CITY,  
A Municipal Corporation

By: \_\_\_\_\_  
Katie Witt  
Mayor

ATTEST:

By: \_\_\_\_\_  
MARIA DEVEREUX,  
City Recorder

---

Sean Cooreman

STATE OF UTAH                    )  
                                          :ss.  
COUNTY OF DAVIS                )

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

(SEAL)

---

NOTARY PUBLIC  
Residing at:  
My Commission Expires:

STATE OF UTAH                    )  
                                          :ss.  
COUNTY OF DAVIS                )



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

---

NOTARY PUBLIC

Residing at:

My Commission Expires:

(SEAL)

**\*\*IF ADDITIONAL SIGNERS AND/OR NOTARIAL WORDING ARE NECESSARY, PLEASE NOTATE ANY ADDITIONS ON THIS NOTARY PAGE AND ATTACH A STATE APPROVED NOTARIAL CERTIFICATE, WHICH IDENTIFIES THE DOCUMENT THE ATTACHED NOTARIAL CERTIFICATE RELATES TO, AS WELL AS, THE NUMBER OF PAGES IN THE DOCUMENT\*\***



## Exhibit "A" - Approximately 1150 East Crestwood Road





# **STAFF REPORT**



**COUNCIL MEETING DATE: October 4 2018**  
**ITEM NO.:**

**TYPE OF ITEM: Consent**  
**PRESENTED BY:**

**SUBJECT/AGENDA TITLE: Material Purchase**

## **EXECUTIVE SUMMARY:**

**Purchase of Ermco transformers from factory for upcoming jobs and to replace inventory. Anixter is the sole source for Ermco transformers. The total amount will be \$87,646.89**

Council Options: **Approve / Disapprove**

Recommended Options: **Approve**

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

Attachments: **Quote Anixter**

---



3130 South 1030 West Suite 2  
SOUTH SALT LAKE, UT 84119

## TRANSFORMER QUOTE

www.anixterpowersolutions.com

Phone: 801.288.2831  
Fax: 801.288.2837

Quotation: U00557782.01

To: **KAYSVILLE CITY CORPORATION**  
**23 EAST CENTER**  
**KAYSVILLE, UT 84037**

Issued Date: **Sep 18, 2018**  
Expiration Date: **Oct 18, 2018**

Attn:  
Phone:  
Fax:

Sales Contact: **Jacob A DeLong**  
**(P) 801.288.2831**  
**(F) 801.288.2837**  
**jacob.delong@anixter.com**

| Item | CustLine | Product and Description | Quantity | Price | Unit | Extended |
|------|----------|-------------------------|----------|-------|------|----------|
|------|----------|-------------------------|----------|-------|------|----------|

### ERMCO FROM FACTORY

|   |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |    |           |    |           |
|---|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|----|-----------|
| 1 |  | <b>50KVA 1PH PAD MNT TRANS</b><br>12470GY/7200-240/120<br>"LOW PROFILE", ANSI STD. TYPE II<br>LOOP FEED WITH 200 AMP STRAP<br>50 KVA - 12470GRDY/7200<br>95BIL 1BU<br>NO TAPS<br>240/120 (3 LVBU ONLY) LHL<br>ECI E9F54MFC100 CUR. SENSING 25AMP<br>STANDARD BREAKER<br>ECI HV BUSHING WELL (3-3-90)<br>ERMCO STANDARD INSERTS<br>COPPER STUD SECONDARY BUSHINGS.<br>NO CONNECTORS REQUIRED<br>14GA MILD STEEL DOOR<br>STACKED PALLET OPTION (STANDARD)<br>STD TX MINERAL OIL | 30 | 1,781.319 | EA | 53,439.56 |
|---|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|----|-----------|

DEL: 10-12 WEEKS



3130 South 1030 West Suite 2  
SOUTH SALT LAKE, UT 84119

## TRANSFORMER QUOTE

Phone: 801.288.2831

Fax: 801.288.2837

www.anixterpowersolutions.com

Quotation: U00557782.01

| Item | CustLine | Product and Description | Quantity | Price | Unit | Extended |
|------|----------|-------------------------|----------|-------|------|----------|
|------|----------|-------------------------|----------|-------|------|----------|

### ERMCO FROM FACTORY

|   |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |           |    |           |
|---|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------|----|-----------|
| 2 |  | <b>300KVA 3PH PAD MNT TRANS</b><br>12470GY/7200 - 208Y/120<br>300 KVA<br>GRDY<br>12470GY/7200 95 BIL<br>H0/X0 GROUND<br>NO TAPS<br>208Y/120<br>ANSI MINIMUM K DIM=4.5<br>LOOP FEED<br>ERMCO STD FIXED STUD WELL<br>STD INSERT SYSTEM SELECT<br>ELBOW ARRESTERS NOT SELECTED<br>STAGGERED LV BUSHING ARRANGEMENT<br>ERMCO STD STUD LV BUSHINGS<br>6 HOLE NEMA SPADES<br>DUAL SENSING BAYO & LINK (GENERIC)<br>STD ISOLATION LINK BY CONFIGURATOR<br>MILD STEEL TANK & PEDESTAL<br>MILD STEEL CABNET & SILL<br>STD CABINET PARTITION<br>PADMOUNT GREEN FINISH<br>STANDARD HARDWARE.<br>SILICON BRONZE PENTABOLT<br>GROUND BOSS IN PRIMARY & SECONDARY<br>STANDARD AIR SPACE<br>GENERIC PR VALVE .25 10PSI 35SCFM<br>1" NPT DRAIN PLUG<br>1"NPT FILL PLUG<br>NO LIQUID LEVEL GAUGE SELECTED<br>NO VACUUM GAGE SELECTED<br>NO TEMPERATURE GAGE SELECTED<br>STD TX OIL<br>STANDARD TWO NAMEPLATES<br>STD KVA DECAL OUTSIDE<br>DOES NOT REQUIRE PCB DECAL.<br>DANGER "MR OUCH" GENERIC (3-52-02)<br>WARNING "MR OUCH" GENERIC(3-52-01)<br>STD PRIMARY DECAL INSIDE(HV)<br>NO SECONDARY VOLTAGE DECALS<br>STD ERMCO "E" LOGO DECAL<br>NO SPECIAL TEST NEEDED | 2 | 8,238.462 | EA | 16,476.92 |
|---|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------|----|-----------|

DEL: 10-12 WEEKS



3130 South 1030 West Suite 2  
SOUTH SALT LAKE, UT 84119

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Quotation: U00557782.01

| Item | CustLine | Product and Description | Quantity | Price | Unit | Extended |
|------|----------|-------------------------|----------|-------|------|----------|
|------|----------|-------------------------|----------|-------|------|----------|

### ERMCO FROM FACTORY

|   |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |           |    |          |
|---|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------|----|----------|
| 3 |  | <b>500KVA 3PH PAD MNT TRANS</b><br>12470GY/7200 - 480Y/277<br>500 KVA<br>GRDY<br>12470GY/7200 95 BIL<br>H0/X0 GROUND<br>NO TAPS<br>480Y/277<br>ANSI MINIMUM K DIM=4.5<br>LOOP FEED<br>ERMCO STD FIXED STUD WELL<br>STD INSERT SYSTEM SELECT<br>ELBOW ARRESTERS NOT SELECTED<br>STAGGERED LV BUSHING ARRANGEMENT<br>ERMCO STD STUD LV BUSHINGS<br>8 HOLE NEMA SPADES<br>DUAL SENSING BAYO & LINK (GENERIC)<br>STD ISOLATION LINK BY CONFIGURATOR<br>MILD STEEL TANK & PEDESTAL<br>MILD STEEL CABNET & SILL<br>STD CABINET PARTITION<br>PADMOUNT GREEN FINISH<br>STANDARD HARDWARE.<br>SILICON BRONZE PENTABOLT<br>GROUND BOSS IN PRIMARY & SECONDARY<br>STANDARD AIR SPACE<br>GENERIC PR VALVE .25 10PSI 35SCFM<br>1" NPT DRAIN PLUG<br>1"NPT FILL PLUG<br>NO LIQUID LEVEL GAUGE SELECTED<br>NO VACUUM GAGE SELECTED<br>NO TEMPERATURE GAGE SELECTED<br>STD TX OIL<br>STANDARD TWO NAMEPLATES<br>STD KVA DECAL OUTSIDE<br>DOES NOT REQUIRE PCB DECAL.<br>DANGER "MR OUCH" GENERIC (3-52-02)<br>WARNING "MR OUCH" GENERIC(3-52-01)<br>STD PRIMARY DECAL INSIDE(HV)<br>NO SECONDARY VOLTAGE DECALS<br>STD ERMCO "E" LOGO DECAL<br>NO SPECIAL TEST NEEDED | 1 | 9,663.736 | EA | 9,663.74 |
|---|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------|----|----------|

DEL: 10-12 WEEKS





3130 South 1030 West Suite 2  
SOUTH SALT LAKE, UT 84119

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Phone: 801.288.2831  
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| Item | CustLine | Product and Description | Quantity | Price | Unit | Extended |
|------|----------|-------------------------|----------|-------|------|----------|
|------|----------|-------------------------|----------|-------|------|----------|

### ERMCO FROM FACTORY

|   |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |   |           |    |          |
|---|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------|----|----------|
| 4 |  | <b>167KVA 1PH PAD MNT TRANS</b><br>12470GY/7200 - 240/120<br>"LOW PROFILE", ANSI STD. TYPE II<br>LOOP FEED WITH 200 AMP STRAP<br>167 KVA<br>12470GRDY/7200<br>95BIL 1BU<br>NO TAPS<br>240/120 (3 LVBU ONLY) LHL<br>ECI E9F54MFC160 CUR. SENSNG 100AMP<br>ECI#599 ISOLINK 3-15-15(A05 EQUAL)<br>STANDARD BREAKER<br>ECI HV BUSHING WELL (3-3-90)<br>ERMCO STANDARD INSERTS<br>COPPER STUD SECONDARY BUSHINGS.<br>NO CONNECTORS REQUIRED<br>14GA MILD STEEL DOOR<br>STD TX MINERAL OIL<br><br>DEL: 10-12 WEEKS | 2 | 4,033.333 | EA | 8,066.67 |
|---|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------|----|----------|

**SECTION TOTAL:** \$87,646.89

### ERMCO - SALT LAKE STOCK

|   |  |                                                                                                                                                                                                                                 |    |           |    |           |
|---|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|----|-----------|
| 5 |  | <b>50KVA 1PH PADMOUNT</b><br>PRI 12470GY/7200 SEC 240/120<br>LOOP FEED<br>2 TAPS 2.5% A&B<br>BAYONET FUSING<br>STD WELLS & INSERTS<br>STD MINERAL OIL<br>6-POS 500MCM LV BARS (1")<br><br>DEL: 20 STOCK                         | 30 | 1,848.588 | EA | 55,457.63 |
| 6 |  | <b>T3007212LISE</b><br>TRAN 300KVA 12.4GY/7.2 - 208/120 3P LFI BF ST<br>LOOP FEED<br>2 TAPS 2.5% A&B<br>BAYONET FUSING<br>STD WELLS & INSERTS<br>STD MINERAL OIL<br>(1) 2-POS LBOR SWITCH<br>6-HOLE LV SPADES<br><br>DEL: STOCK | 2  | 9,290.395 | EA | 18,580.79 |



3130 South 1030 West Suite 2  
SOUTH SALT LAKE, UT 84119

## TRANSFORMER QUOTE

www.anixterpowersolutions.com

Phone: 801.288.2831  
Fax: 801.288.2837

Quotation: U00557782.01

| Item                           | CustLine | Product and Description                                                                                                                                                                                                         | Quantity | Price      | Unit | Extended  |
|--------------------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------|-----------|
| <b>ERMCO - SALT LAKE STOCK</b> |          |                                                                                                                                                                                                                                 |          |            |      |           |
| 7                              |          | <b>T5007227LISE</b><br>TRAN 500KVA 12.4GY/7.2 - 277/480 3P LFI BF ST<br>LOOP FEED<br>2 TAPS 2.5% A&B<br>BAYONET FUSING<br>STD WELLS & INSERTS<br>STD MINERAL OIL<br>(1) 2-POS LBOR SWITCH<br>6-HOLE LV SPADES<br><br>DEL: STOCK | 1        | 10,476.836 | EA   | 10,476.84 |

**SECTION TOTAL:** \$84,515.25

**QUOTE TOTAL:** \$172,162.14

### Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

For the latest terms & conditions please visit: <https://www.anixterpowersolutions.com/site/legal/purchase-terms.html>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.



# **STAFF REPORT**



**COUNCIL MEETING DATE: October 4 2018**

**ITEM NO.:**

**TYPE OF ITEM: Consent**

**PRESENTED BY:**

**SUBJECT/AGENDA TITLE: Utility Line Clearance Tree Trimming**

## **EXECUTIVE SUMMARY:**

**Line clearance tree trimming helps us maintain our clearances and reduce outages due to trees. This is an ongoing process form year to year. We asked Asplundh, Trees LLC and Wright Tree Service for their rates. Wright Tree Service did not respond back.**

**Council Options: Approve / Disapprove**

**Recommended Options: Approve Asplundh Rates, this is a nonunion agreement.**

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

**Attachments: Rates from Asplundh and Trees LLC.**

---



8581 W. Kelton Lane, Ste 209 Peoria, AZ 85382 Off 623-390-0930 Fax 623-930-0960

August 21, 2018

Gary Hatch  
Power Superintendent  
Kaysville City Power  
721 Old Mill Lane  
Kaysville, UT 84037

RE: Line Clearance Services

Dear Mr. Hatch,

Asplundh Tree Expert, LLC. appreciates the continued opportunity to provide line clearance services to Kaysville City Power. We would your consideration on our request of the enclosed rate increase request for 2018.

Our request includes a 2% increase for labor and equipment rates based on the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) average for all U.S. cities. As I am sure you are aware, catastrophic insurance has significantly increased in many areas due to wildfire. Although we have seen slight increases in Utah recently, we do not foresee the levels increase within the next 12 months as sharply as they have in neighboring states.

As we have in the past, Asplundh will remain dedicated to the future of our relationship with the Kaysville City and the customers you serve.

Sincerely,

Jeff Vining  
Region Manager

**Kaysville City Power**  
721 Old Mill Lane  
Kaysville, UT 84037

| CREW:        | Per hour rate        |                 |                       |                       |
|--------------|----------------------|-----------------|-----------------------|-----------------------|
|              | <u>Straight Time</u> | <u>Overtime</u> | <u>40-Hour Weekly</u> | <u>160-Hr Monthly</u> |
| Foreman      | \$39.65              | \$56.07         | \$1,586.00            | \$6,344.00*           |
| Permitter    | \$39.65              | \$56.07         | \$1,586.00            | \$6,344.00*           |
| Climber      | \$39.29              | \$54.93         | \$1,571.60            | \$6,286.40*           |
| Trimmer      | \$39.29              | \$54.93         | \$1,571.60            | \$6,286.40*           |
| Groundperson | \$24.59              | \$34.44         | \$ 983.60             | \$3,934.40*           |

| <u>EQUIPMENT:</u> | <u>Per hour rate</u> |
|-------------------|----------------------|
|-------------------|----------------------|

|              |         |
|--------------|---------|
| Lift Truck   | \$14.19 |
| Split Dump   | \$ 9.19 |
| Pickup       | \$ 8.01 |
| Drum Chipper | \$ 3.16 |

Other:

\*Full time annual crews are not paid per diem. Per Diem of \$85.00 per day is required for each employee staying in a hotel and paying for meals during Storm or Emergency work. In addition, for a crew to relocate from Salt Lake City to Kaysville, time would be billable for travel to and from Kaysville. Typical crew make up is a crew foreman, climber and groundperson with equipment listed above. Chip disposal fees, if applicable, will be billed to the utility at actual cost.

Kaysville City Power and Light

Asplundh Tree Expert, LLC

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_



## Brett Thomas

---

**From:** Gary Hatch  
**Sent:** Friday, September 14, 2018 6:59 AM  
**To:** Brett Thomas  
**Subject:** Fwd: Hourly Rate for line clearance tree trimming

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

**From:** Justin Cherry <jcherry@trees-llc.com>  
**Date:** 09/13/2018 8:58 AM (GMT-07:00)  
**To:** Gary Hatch <ghatch@kaysvillecity.com>  
**Subject:** RE: Hourly Rate for line clearance tree trimming

Gary,

Here are the straight time rates for union employees.

|           |         |
|-----------|---------|
| Foreman   | \$54.93 |
| Trimmer   | \$46.29 |
| Groundman | \$38.22 |

### Equipment Rates

|                   |         |
|-------------------|---------|
| 55' Lift          | \$16.97 |
| Self-Feed Chipper | \$5.93  |
| Pickup            | \$12.59 |

Let me know your thoughts and if you would possibly like a crew. Right now we are short handed already and would need sometime to put a crew together.

I look forward to hearing from you

Thanks

**JUSTIN CHERRY**



**TREES, LLC.**

**REGION 492 MANAGER**

Cell: 801-857-8904

[jcherry@trees-llc.com](mailto:jcherry@trees-llc.com)

*"The best safety device yet devised is a  
well-trained careful person"*

**From:** Gary Hatch <ghatch@kaysvillecity.com>  
**Sent:** Thursday, September 13, 2018 5:29 AM  
**To:** Justin Cherry <jcherry@trees-llc.com>  
**Subject:** RE: Hourly Rate for line clearance tree trimming

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Justin,

It would be helpful if you could split the rates by classification and equipment type.

Thanks,



# STAFF REPORT

---



**MEETING DATE:** October 4 2018

**ITEM NUMBER:**

**TYPE OF ITEM:** Consent Item

**PRESENTED BY:** Community Development Staff

**SUBJECT/AGENDA TITLE:** Award of Bid for the Kaysville Main Street Sidewalk Project.

## EXECUTIVE SUMMARY:

Several months ago, Kaysville City received a UDOT grant for \$33,292, to install sidewalk along the east side of Main Street from Nichols Road to the existing sidewalk just south of 650 South Street. Shortly after the grant was awarded, the Whitaker property was presented to the City for the assisted living project which would install the same sidewalk improvements as was being proposed. We contacted UDOT and they agreed to still allow the grant at a prorated portion. The City is responsible for a 25% match. The shortened project has now been designed and bid and is ready for construction this season.

Five bids were received and Yarbrough Construction was the lowest bidder with a bid of \$35,488.75. The Engineers Estimate was \$30,281

## COUNCIL OPTIONS:

### RECOMMENDED OPTIONS:

Staff has reviewed the bids and is familiar with Yarbrough Construction, therefore we recommend that the bid be awarded to Yarbrough Construction in the amount of \$35,488.75.

### FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION:

Some of the cost of this project will be the City's responsibility, however, this is a budgeted project and needs to be constructed this year or the grant money will no longer be available.

### ATTACHMENTS:

Location Map

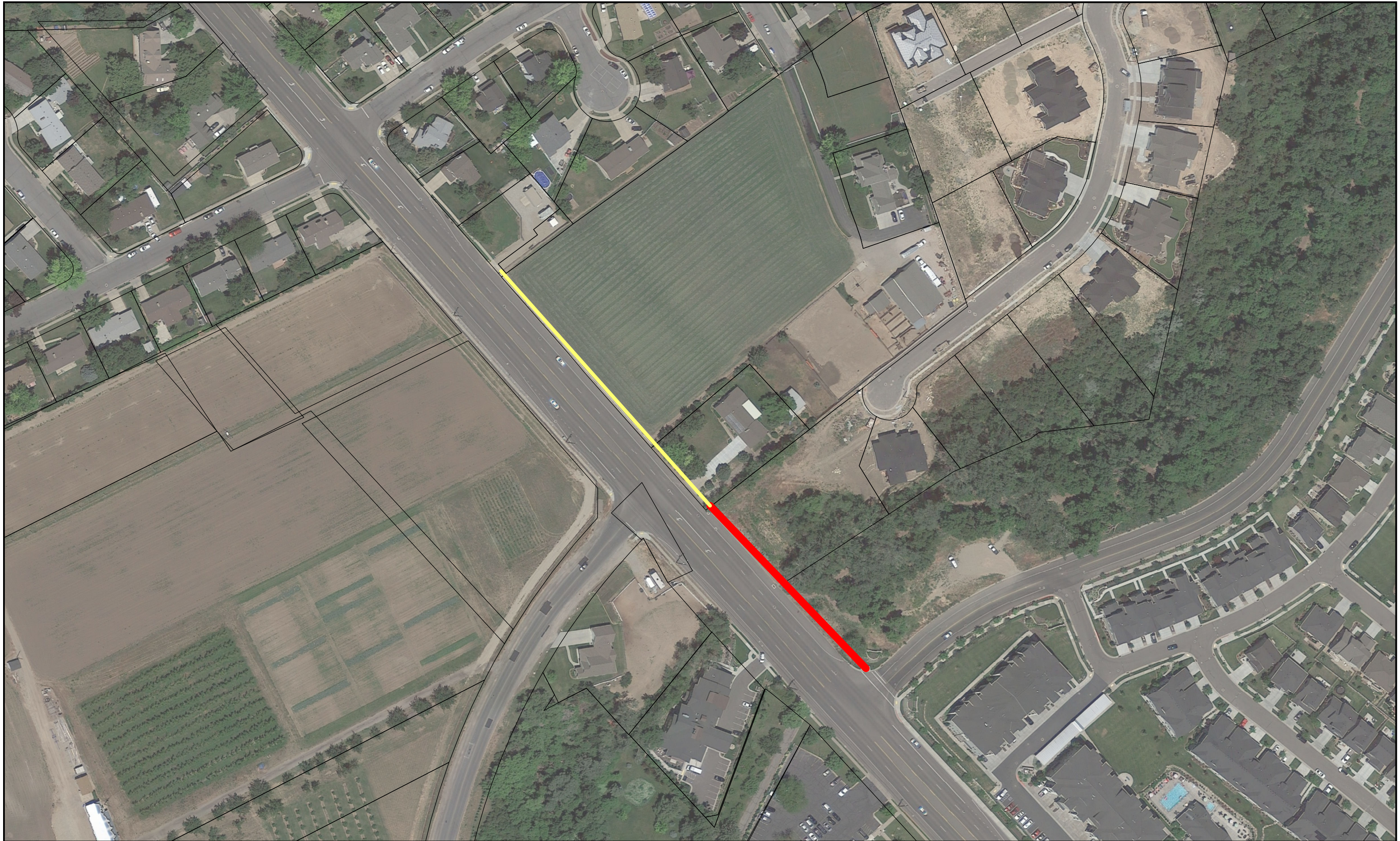
Bid Summary



| South Main Sidewalk 2018              |          |         |                    |           |                  |           |              |           |               |           |            |           |              |            |
|---------------------------------------|----------|---------|--------------------|-----------|------------------|-----------|--------------|-----------|---------------|-----------|------------|-----------|--------------|------------|
|                                       | Quantity | Unit    | Engineers Estimate |           | Yarbrough Const. |           | Wasatch West |           | Jordan Valley |           | Ridge Rock |           | Danic Const. |            |
| 1 Mobilization                        | 1        | LS      | 5,000.00           | 5,000.00  | 3,000.00         | 3,000.00  | 2,299.39     | 2,299.39  | 7,000.00      | 7,000.00  | 2,500.00   | 2,500.00  | 49,450.00    | 49,450.00  |
| 2 Traffic Control                     | 1        | LS      | 3,000.00           | 3,000.00  | 1,200.00         | 1,200.00  | 9,580.00     | 9,580.00  | 2,000.00      | 2,000.00  | 4,800.00   | 4,800.00  | 675.00       | 675.00     |
| 3 Survey                              | 1        | LS      | 2,000.00           | 2,000.00  | 1,500.00         | 1,500.00  | 2,070.00     | 2,070.00  | 1,200.00      | 1,200.00  | 3,000.00   | 3,000.00  | 4,000.00     | 4,000.00   |
| 4 Remove Barb Wire Fence              | 131      | LF      | 5.00               | 655.00    | 2.25             | 294.75    | 3.00         | 393.00    | 5.50          | 720.50    | 2,500.00   | 2,500.00  | 15.40        | 2,017.40   |
| 5 Remove Scrub Trees                  | 1        | EA      | 200.00             | 200.00    | 750.00           | 750.00    | 1,469.00     | 1,469.00  | 2,100.00      | 2,100.00  | 1,500.00   | 1,500.00  | 1,620.00     | 1,620.00   |
| 6 Relocate Vinyl Gate                 | 2        | LF      | 300.00             | 600.00    | 500.00           | 1,000.00  | 302.00       | 604.00    | 750.00        | 1,500.00  | 450.00     | 900.00    | 337.50       | 675.00     |
| 7 Relocate Vinyl Fence                | 133      | LF      | 25.00              | 3,325.00  | 35.00            | 4,655.00  | 32.50        | 4,322.50  | 17.00         | 2,261.00  | 45.00      | 5,985.00  | 40.60        | 5,399.80   |
| 8 Relocate Sign                       | 1        | EA      | 200.00             | 200.00    | 75.00            | 75.00     | 362.00       | 362.00    | 250.00        | 250.00    | 725.00     | 725.00    | 675.00       | 675.00     |
| 9 Untreated Base Course (UTBC)        | 5        | CY      | 35.00              | 175.00    | 60.00            | 300.00    | 57.00        | 285.00    | 130.00        | 650.00    | 250.00     | 1,250.00  | 2,025.00     | 10,125.00  |
| 10 Concrete Driveway                  | 110      | SF      | 3.00               | 330.00    | 6.50             | 715.00    | 5.40         | 594.00    | 17.00         | 1,870.00  | 42.00      | 4,620.00  | 61.30        | 6,743.00   |
| 11 Turf Sod                           | 20       | SF      | 1.50               | 30.00     | 10.00            | 200.00    | 3.95         | 79.00     | 16.00         | 320.00    | 55.00      | 1,100.00  | 50.60        | 1,012.00   |
| 12 4 inch Topsoil                     | 1876     | SF      | 0.50               | 938.00    | 2.50             | 4,690.00  | 0.66         | 1,238.16  | 1.50          | 2,814.00  | 3.78       | 7,091.28  | 4.30         | 8,066.80   |
| 13 Broadcast Seed                     | 2        | 1000 SF | 100.00             | 200.00    | 750.00           | 1,500.00  | 302.00       | 604.00    | 300.00        | 600.00    | 2,125.00   | 4,250.00  | 2,350.00     | 4,700.00   |
| 14 Wood Bark Chips                    | 8        | SF      | 1.00               | 8.00      | 12.00            | 96.00     | 14.45        | 115.60    | 70.00         | 560.00    | 125.00     | 1,000.00  | 126.50       | 1,012.00   |
| 15 Adjust Secondary Irrigation System | 1        | EA      | 200.00             | 200.00    | 180.00           | 180.00    | 180.75       | 180.75    | 1,200.00      | 1,200.00  | 1,750.00   | 1,750.00  | 675.00       | 675.00     |
| 16 Concrete Sidewalk 4" Thick         | 1884     | SF      | 5.00               | 9,420.00  | 5.75             | 10,833.00 | 5.40         | 10,173.60 | 5.25          | 9,891.00  | 10.60      | 19,970.40 | 15.70        | 29,578.80  |
| 17 Clearing and Grubbing              | 1        | LS      | 2,500.00           | 2,500.00  | 1,000.00         | 1,000.00  | 1,269.00     | 1,269.00  | 4,200.00      | 4,200.00  | 3,800.00   | 3,800.00  | 8,100.00     | 8,100.00   |
| 18 Grading                            | 1        | LS      | 1,500.00           | 1,500.00  | 3,500.00         | 3,500.00  | 1,351.00     | 1,351.00  | 4,400.00      | 4,400.00  | 2,850.00   | 2,850.00  | 16,200.00    | 16,200.00  |
|                                       |          |         |                    | 30,281.00 |                  | 35,488.75 |              | 36,990.00 |               | 43,536.50 |            | 69,591.68 |              | 150,724.80 |



# Main Street Sidewalk Project





# STAFF REPORT



**COUNCIL MEETING DATE:** October 4, 2018

**ITEM NO.:**

**TYPE OF ITEM:** Action Item

**PRESENTED BY:** Community Development Staff

**SUBJECT/AGENDA TITLE:** Administrative Law Judge Ordinance

## EXECUTIVE SUMMARY:

This item was on the September 20 City Council agenda as a work item.

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.

After discussion on the work item agenda with the city council. Staff has proposed a change to the previously reviewed ordinance wherein 2-8-3 the filing fee for an appeal was a specific dollar amount (\$25). The suggested change states that the filing fee is in the consolidated fee schedule. This would allow a more appropriate adjustment of the fee without the need to change this specific ordinance.

**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 3<sup>rd</sup> 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-\_\_-\_\_

### 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 **as outlined in the consolidated fee schedule.** 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.
- ~~—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 \_\_<sup>th</sup> day of \_\_\_\_\_, 2018

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Katie Witt  
Mayor

ATTEST:

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Maria T. Devereux  
City Recorder



# **STAFF REPORT**



**COUNCIL MEETING DATE:** October 4 2018  
**ITEM NO.:**

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

**SUBJECT/AGENDA TITLE:** Schick Farm Open Space Agreement

## **EXECUTIVE SUMMARY:**

The City Council has considered this offer to acquire the open space in the Schick Farm Subdivision for park use a couple of time earlier this summer and we believe that it is now ready for final action. The Home Owners association has met and reviewed the proposed agreement and voted to accept it as proposed.

The agreement is the same as what the Council reviewed the last time this issue was considered.

## **Council Options:**

**Recommended Options:** Staff believes that this agreement provides a good balance of what the City can do with the property and the protections that the HOA desires. Staff recommends that the Council approve this agreement.

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

**Attachments:** Draft agreement  
Location Map  
E-Mail from the HOA  
Minutes from the July 19 and September 6 Council meetings

## **Schick Farms Open Space Agreement**

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

### **RECITALS**

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

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

### **AGREEMENT**

#### **SECTION ONE:                   TRANSFER OF OWNERSHIP**

The Owners will transfer ownership of the Open Space to the City by warranty deed within 30 days of the execution of this agreement.

#### **SECTION TWO:                   MAINTAINANCE OF OPEN SPACE**

The City will own and maintain the Open Space as a public park. Open Space will be maintained as needed to meet the requirements of City's zoning ordinance for open space subdivisions as it applies to the Subdivision. The Open Space may not be used as density credit for another project.

#### **SECTION THREE:               USE OF OPEN SPACE**

City will not schedule the Open Space for league competition.

#### **SECTION FOUR:               DEVELOPMENT OF OPEN SPACE**

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

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

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

SECTION FIVE:                    EXISTING FENCE

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

SECTION SIX:                    INDEMNIFICATION

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

SECTION SEVEN:                    ENTIRE AGREEMENT

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

SECTION EIGHT:                    WRITTEN MODIFICATION

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

SECTION NINE:                    ATTORNEY'S FEES

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

SECTION TEN:                    DURATION OF AGREEMENT

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

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

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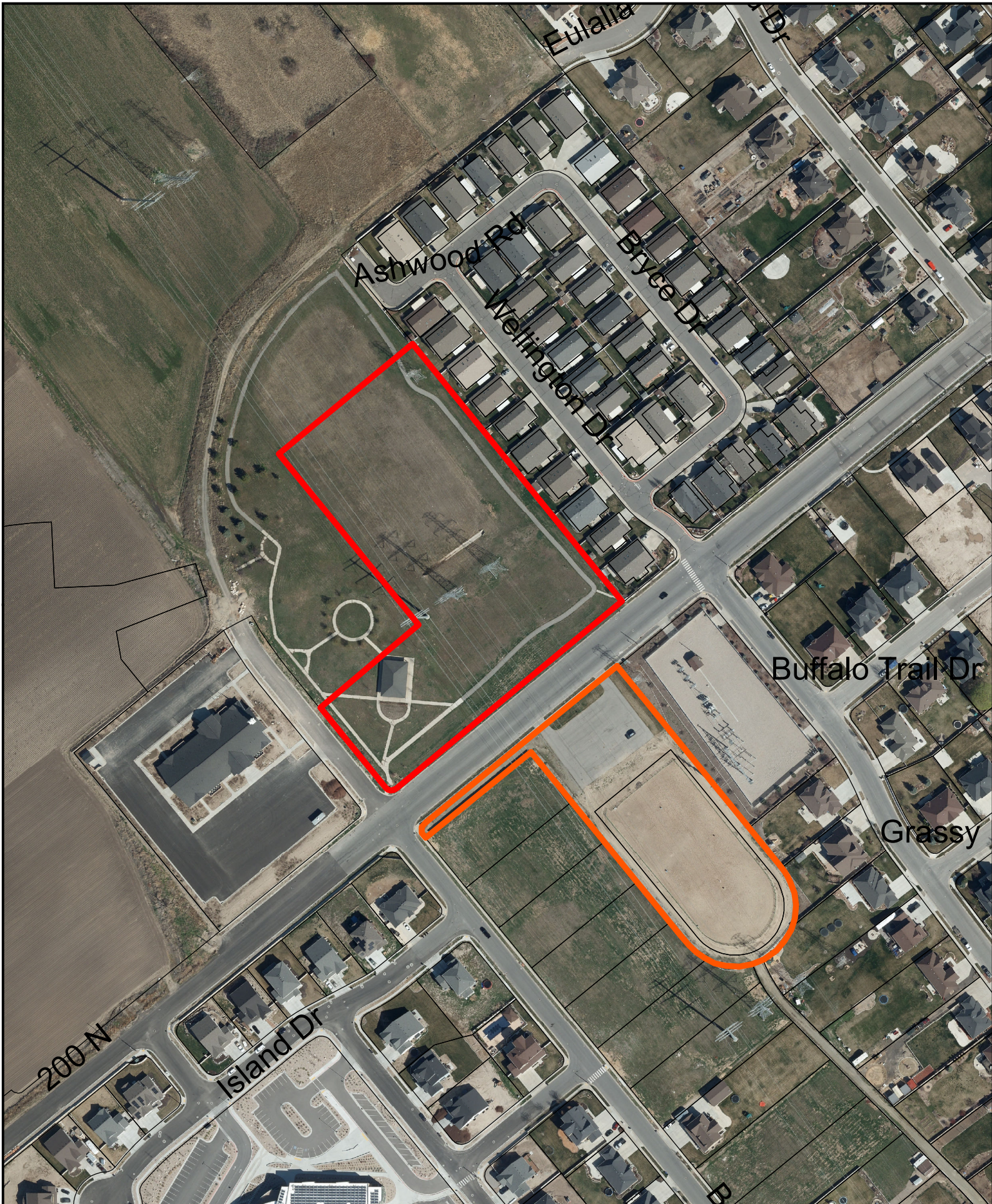
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DRAFT



# Open Space







**KAYSVILLE CITY COUNCIL  
APPROVED  
Meeting Minutes**

JULY 19, 2018

Meeting Minutes of the July 19, 2018 Kaysville City Council Meeting.

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

Others present: City Manager Shayne Scott, Chief Sol Oberg, Stroh DeCaire, Randi Von Bose, Tony Coombs, Jennifer Goodfellow, Deborah Memmott, Tamara Tran, Linda Gardner, Levier Gardner, and Jennifer Keeler.

**CITY COUNCIL MEETING**

**PRESENTATION – HOUSING GAP COALITION**

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

**CITY COUNCIL MEETING**

Council Member Garn opened the meeting.

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

**FIRE DEPARTMENT REPORT**

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

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

**DECLARATION OF CONFLICTS OF INTEREST**

No conflicts were disclosed by the Council.

## **WORK ITEMS**

### **SCHICK FARMS OPEN SPACE AGREEMENT DISCUSSION.**

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

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

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

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

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

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

The vote on the motion was as follows:

Council Member Barber, Yea  
Council Member Page, Yea

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

The motion passed unanimously.

**ITEM NO.:**

**PRESENTED BY: Lyle Gibson, Zoning Administrator**

**SUBJECT/AGENDA TITLE:** Rezone of 0.25 acres of property at 425 East Crestwood Road from R-1-8 (Single Family Residential) to the PU (Public Use) zoning district.

The subject property on the north side of Crestwood Road in the south west corner of the city cemetery is currently zoned residential and has historically been used as a dwelling. The City has owned and leased the property for some time and is now looking to convert the home into administrative office space specific to cemetery functions. The plan for the property is to keep and retrofit the existing home to accommodate offices and improve the site so that access and parking comes from within the cemetery.

The City's General Plan states, among other things:

Kaysville should be primarily a residential community with a vision to promote business, industry and public use.

A. Most public buildings should be located near Main Street.

B. Adequate Cemetery facilities should be developed and maintained.

Council Options: Approve or deny the rezone.

**Recommended Options:** The Planning Commission voted unanimously to recommend approval of the proposed rezone to the City Council.

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

Attachments:      PU Ordinance  
                         Location Map  
                         Zoning Map of subject property.



The provisions of the Public Use zoning district are as follows:

**17-22-1 Purpose**

To provide area for appropriate public facilities in a campus, park or open space setting.

**17-22-2 Site Plan Review**

A site plan review is required and a site plan shall be submitted for all uses. (Consult KCC Chapter 18-4.)

**17-22-3 Permitted Uses**

1. Agriculture.
2. Public facilities, parks and cemeteries.

**17-22-4 Conditional Uses**

There are no conditional uses.

**17-22-5 Special Provisions**

The real property within the PU Zone District shall be owned by a government entity.

**17-22-6 Height Regulations**

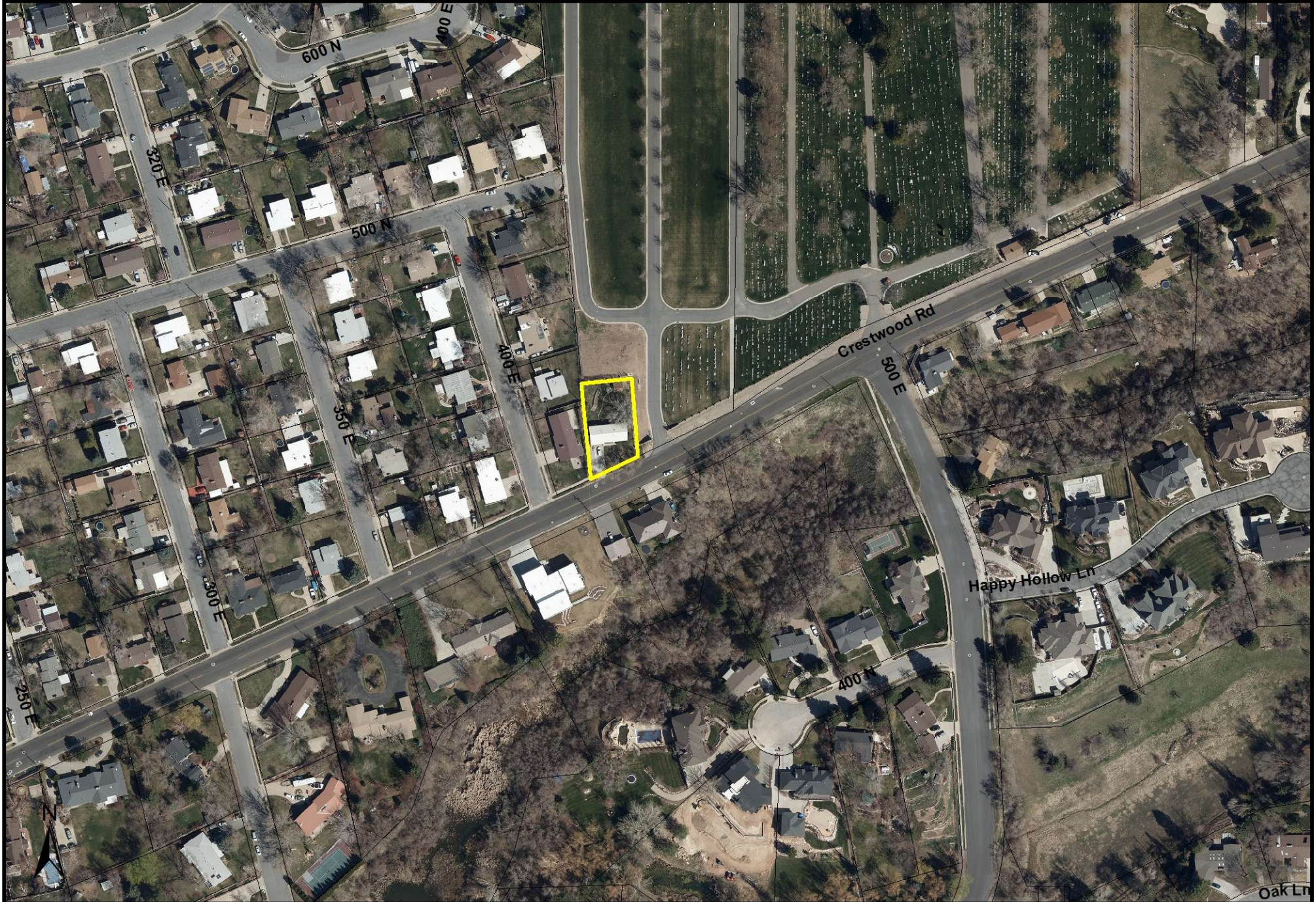
No building shall exceed thirty-five feet (35') in height, except as pursuant to KCC 17-25-2.

**17-22-7 Area, Lot Coverage And Yard Requirements**

There are no lot size or yard requirements.

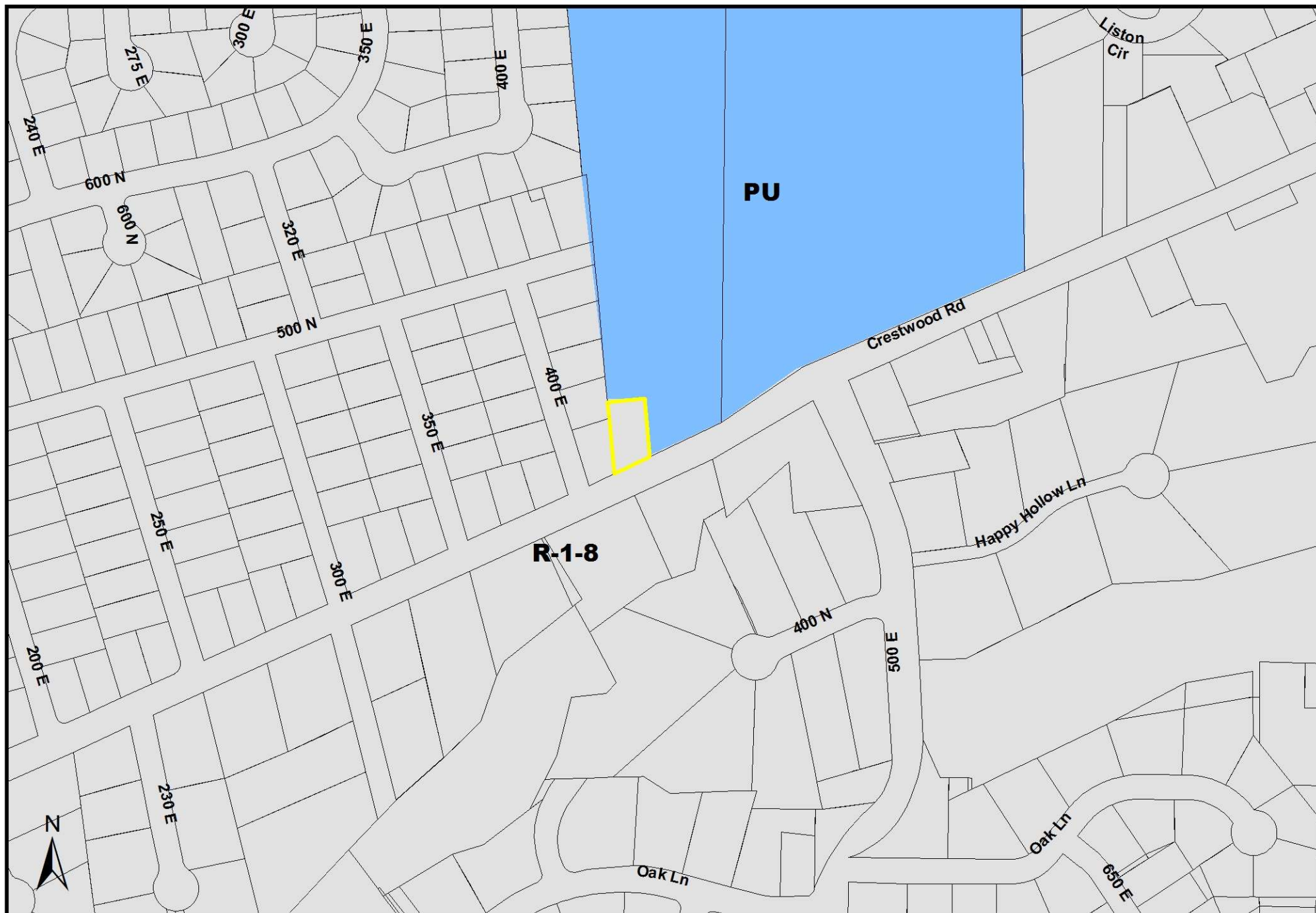


## Rezone of 425 Crestwood Road from R-1-8 to PU





## Rezone of 425 Crestwood Road from R-1-8 to PU



# **STAFF REPORT**



**COUNCIL MEETING DATE: October 4, 2018**  
**ITEM NO.:**

**TYPE OF ITEM: Action Item**  
**PRESENTED BY: Lyle Gibson, Zoning Administrator**

**SUBJECT/AGENDA TITLE: Rezone of 25 acres of property at 700 South Deseret Drive from GC (General Commercial to the R-2 (Residential) zoning district to include the PRUD (Planned Residential Unit Development) overlay zone and the LI (Light Industrial) zoning district.**

## **EXECUTIVE SUMMARY:**

The applicant, Ivory Homes, is proposing a rezone of the property south of Boondocks between Deseret Drive and I-15 to accommodate residential development and to allow more flexibility in commercial uses that may come to the property. This application was originally heard by the Planning Commission in April of 2018 and after multiple meetings has seen multiple revisions to arrive at the proposal currently under consideration by the City Council. In short the request is to rezone the northern 12.8 acres to the Light Industrial zone and the remaining 12.12 acres to the R-2 residential zone with the PRUD overlay to allow for a common open space subdivision with some alley load homes.

Since the original hearing in April, there has been, multiple meetings with the planning commission, and 2 public open houses. Most the comments received up to this point from both the public and planning commission expressed concern with traffic, housing types, type of commercial uses, tax and revenue implications for the city, and impact on existing neighborhoods. To address some of these concerns the applicant has decreased the amount of residential development from the original proposal, provided the city with a comparative traffic study, agreed to single family detached housing, agreed to a minimum lot width on lots backing other homes, and has been working to find users for the non-residential property.

The traffic analysis compares potential impact from scenarios of development where the entire property is developed under the existing General Commercial designation in contrast to the proposed development. The traffic study indicates that the proposed development would generate less traffic than an all commercial development. The developer has agreed to single family detached housing totaling no more than 70 total units at a density of about 5.8 units per acre. The non-residential property is proposed to change from GC to LI to allow for different building design standards that would accommodate the user that had been discussed during the review process. It is important to note that the LI zone does allow different uses that are not permitted in the GC zone.



From the Zoning Ordinance for consideration:

PRUD

#### **17-34-1 Purpose**

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

#### **17-34-4 Zone Flexibility**

The Planned Residential Unit Development overlay zone shall be used in combination with existing conventional zones. The Planning Commission and City Council may, in the process of approving conceptual, preliminary, or final Planned Residential Unit Development plans, approve variations from applicable development standards in the underlying zone.

### **Chapter 21 LI Light Industrial District**

#### **17-21-1 Purpose**

The Light Industrial District is established to provide for industrial, manufacturing and commercial uses in Kaysville and to protect such uses from encroachment of uses adverse to their operation and expansion.

#### **17-21-2 Site Plan Review**

A site plan review is required and a site plan shall be submitted for all uses listed below. (Consult KCC Chapter 18-4.)

#### **17-21-3 Permitted Uses**

1. Experimental research and testing laboratories.
2. Utility substations and offices.
3. Manufacturing, compounding, processing, assembling, or packaging of articles or merchandise of the following products:
  1. Cameras and photographic equipment.
  2. Ceramics.
  3. Electrical appliances and electronic instruments, devices, small objects, and handicrafts.
  4. Jewelry, art objects, and handicrafts.
  5. Medical and dental instruments.
  6. Pens, pencils, and artists' materials.
  7. Scientific instruments.
  8. Small tools and light metal products.
  9. Sporting and athletic goods.
  10. Wearing apparel.
4. Offices.
5. Printing and publishing industries.
6. Warehousing and storage services.
7. Wholesale trade and distribution.
8. Resident quarters for a watchman or caretaker on the same premises on which employed.
9. Retail sales and services, not including sale of beer for consumption on the premises and sale of liquor for consumption on the premises.

#### **17-21-4 Conditional Uses**

Compliance with standards shall be determined by the Planning Commission by reference to KCC Chapter 17-30.

1. Food and kindred product manufacturing or processing.
2. Textile products manufacturing.
3. Furniture and fixtures manufacturing.
4. Stone, clay and glass products manufacturing.

5. Fabricated metal products industries (not to include primary metal industries).
6. Contract construction services.
7. Buildings of height greater than thirty-five feet (35') or less than ten feet (10').
8. Telecommunication towers and telecommunication towers of height greater than thirty-five feet (35') subject to the provisions of KCC 17-31-25.
9. Sale of beer for consumption on the premises of a full-service restaurant, limited-service restaurant, beer-only restaurant, banquet or reception center.
10. Sale of liquor for consumption on the premises of a full-service restaurant, limited-service restaurant, banquet or reception center.

#### **17-21-5 Height Regulations**

1. No building shall exceed thirty-five feet (35') in height, except pursuant to KCC 17-21-4.
2. No building shall be less than ten feet (10') in height, except pursuant to KCC 17-21-4.

#### **17-21-6 Area, Lot Coverage And Yard Requirements**

1. There are no lot size or yard requirements except that where a lot in the Light Industrial District abuts a residential district, the yard abutting the residential district shall be at least thirty feet (30').
2. No building, structure or combination of such shall cover more than seventy percent (70%) of the total lot area.

#### **17-21-7 Industrial Performance Standards**

The requirements and standards of KCC 17-23-4 shall apply to all uses in the LI zone.

### **Chapter 19 GC General Commercial District**

#### **17-19-1 Purpose**

To provide for appropriate uses in locations in which business, commercial, industrial, entertainment, and related activities may be established. The regulations of this district are designed to provide for a suitable environment for those uses which are vital to the economic life of the city.

#### **17-19-2 Site Plan Review**

A site plan review is required and a site plan shall be submitted for all permitted and conditional uses. (Consult KCC Chapter 18-4.)

#### **17-19-3 Permitted Uses**

1. Offices.
2. Retail sales and services, not including storage services, sale of beer for consumption on the premises, sale of liquor for consumption on the premises and conditional uses in KCC 17-19-4.
3. Government offices and services.

#### **17-19-4 Conditional Uses**

Compliance with standards shall be determined by the Planning Commission by reference to KCC Chapter 17-30.

1. Single family dwellings which are an integral part of a commercial use and serves as housing for the proprietor or an employee.
2. Light industry/research uses subject to the provisions of KCC Chapter 17-23.
3. Buildings of height greater than thirty-five feet (35').
4. Recreational vehicle parks subject to the provisions of KCC 17-31-24.
5. Telecommunication towers and telecommunication towers of height greater than thirty-five feet (35') subject to the provisions of KCC 17-31-25.
6. Public utility substations.
7. Sale of beer for consumption on the premises of a full-service restaurant, limited service restaurant, beer-only restaurant, banquet or reception center.

8. Sale off liquor for consumption on the premises of a full-service restaurant, limited service restaurant, banquet or reception center.

#### **17-19-5 Special Provisions**

The design of off-street parking facilities shall assure compatibility of vehicular and pedestrian circulation. Site plan drawings prepared for site plan review shall illustrate clearly all existing and proposed vehicular and pedestrian paths. (See KCC Chapter 18-9.)

#### **17-19-6 Height Regulations**

1. No building shall exceed thirty-five feet (35') in height, except pursuant to KCC 17-19-4.
2. No building shall be less than ten feet (10') in height.

#### **17-19-7 Area, Lot Coverage And Yard Requirements**

There are no lot size or yard requirements except that where a lot in the General Commercial District abuts a residential district, the yard abutting the residential district shall be at least twenty feet (20').

The city's **General Plan** states, among other things:

##### **Identity and Character:**

Kaysville should be primarily a residential community with a vision to promote business, industry and public use.

##### **Growth and Development**

A. Growth should mostly occur through development within the City. Development should improve public safety and sense of community. An adequate revenue base should be developed to fund City operations and infrastructure.

1. Refurbish or replace deteriorating structures so that land is used to its long-term potential.
2. Reserve land and promote development that is high quality, diversified and adaptable to changing conditions.
3. Encourage businesses and industries to locate and invest within the City.
4. Regulate the more intensive uses that create traffic and public service problems and costs

##### **Housing**

A. Housing should be located throughout the City and restricted only where it is incompatible with other necessary uses.

1. West of I-15, allow zero to two units per acre with some higher density housing along the major streets.

B. The majority of the housing should be one unit per structure (single unit). About ten percent (10%) of the housing should be more than one unit per structure (multiple unit). Multiple unit housing should consist mostly of duplexes (two unit structures) and some three to six unit structures dispersed throughout the City.

C. Housing development should have a minimum of through vehicular traffic and a maximum of open space.

D. Housing developments should essentially pay for themselves.

##### **Business and Industry**

A. Most sites used primarily for business or industry should be located on major streets. Mitigate impacts on adjacent residential uses through compliance with ordinances and regulations.

B. Home occupations should be located throughout the City, but not be allowed to change or interfere with the character of residential areas.

Deseret Drive and I-15 are both classified as Major Streets per Kaysville City's Major Street Plan in Section 8-3-2.

Council Options: As a rezone is a legislative decision, the city council may approve or deny the request based on the council's findings of how well the proposal matches the general plan and works at the proposed location. The council may also recommend changes to

Recommended Options: The planning commission voted unanimously to recommend approval of the rezone of the property as follows: The R-2 and PRUD zone as outlined in the development agreement, the LI zone be applied to the 7.87 acres to accommodate the gym user and proposed architecture. The remaining 4.93 acres on the far north end of the property remain GC as currently zoned.

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

Attachments: Location Map  
Development Agreement and Exhibits.

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**When Recorded, Return to:**

Ivory Development, LLC  
Bryon Prince  
978 East Woodoak Lane  
SLC, UT 84117

Affecting Tax Parcels No.: 08-001-0082 and 08-001-0025

**AMERICA FIRST CREDIT UNION PROPERTY**  
**SUBDIVISION DEVELOPMENT AGREEMENT**  
(25 Acres on Deseret Drive, Kaysville, UT)

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, THIS AMERICA FIRST CREDIT UNION PROPERTY SUBDIVISION DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Kaysville City, a municipal corporation of the State of Utah, ("City"), and Ivory Development, LLC, a Utah limited liability company ("Developer"), sometimes referred to jointly herein as "Parties."

RECITALS:

- A. Developer owns real property within the City located at 700 South Deseret Drive more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property").
- B. Developer has heretofore made application to the City for approval of Developer's Project as a subdivision.
- C. Developer and the City desire that the Property be developed in a unified and consistent fashion according to the terms set forth herein.
- D. Developer has pending a zone amendment application for purposes of amending the zoning of the Property from the GC (General Commercial) zoning district to the LI (Light Industrial) zoning district and the (R-2 Two Family Residential) zoning district to include the PRUD (Planned Residential Unit Development) overlay zone as depicted in Exhibit "B".
- E. Developer and the City desire to enter into this Agreement to specify the rights and responsibilities of Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.
- F. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-102.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals Incorporated.

The above Recitals are integrated into the terms and conditions of this Agreement.

2. Development Requirements.

Subject to the City's approval of the Project as a subdivision, together with all necessary zoning changes, entitlements and approvals, and subject to the terms and conditions of this Agreement, Developer shall proceed with the Project as follows:

a. Compliance with City Ordinances and Development Requirements. The Project shall be developed in accordance with the ordinances and development requirements of the City governing preliminary and final subdivisions. All required plats, drawings and other supporting documents for the Project, and each phase thereof, shall be prepared and submitted to the City for its review and approval.

b. Dedication or Donation. Prior to or simultaneously with recording of the final plat for the Project, or any phase thereof, at the office of the Davis County Recorder, Developer agrees to dedicate, transfer or donate to the City all required easements and public right-of-ways for the purpose of constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined necessary by the City.

c. Project Use. Developer's project for development of the Property shall consist of a minimum of twelve and a half (12.5) acres of commercial use with the remaining acreage a residential use.

d. Residential Lot Density. The residential portion of Developer's project for development of the Property shall consist of a maximum of 70 units or a maximum density of 5.8 units per acre consisting solely of single-family detached homes and no multi-family housing, which multi-family housing is specifically prohibited within the project pursuant hereto. The residential portion of Developer's project shall substantially resemble the concept plan attached hereto as Exhibit "C". Lots with border the existing Old Mill Village Subdivision along the south side of Developer's project shall be a minimum of 70 feet in width.

e. Residential Development Yard Modifications. As allowed per Section 17-34-4 Zone Flexibility, variations from the development standards of the underlying zoning district may be approved. To this end to accommodate the proposed development the following setbacks are applicable to the proposed residential subdivision:

i. Alley load lots identified in dark green on Exhibit "C" shall be subject to the following setback requirements:

- From property line facing Public Street: 20 feet.
- Interior Side Yard: 5 feet.
- From Private Street/Alley – 5 feet or 20 feet.

ii. Lots identified in light green on Exhibit "C" which do not have alley access shall be subject to the following setback requirements:

- Front Yard: 20 feet
- Side Yard: 5 feet
- Rear Yard: 15 feet

3. Construction Standards and Requirements.

All Construction shall be conducted and completed in accordance with the ordinances and development standards of the City. All required improvements for the Project shall be constructed in accordance with the City's construction standards and/or plans specifically approved for this project and all required Public improvements and easements shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.

4. Payment of Fees.

The Developer shall pay all required fees to the City in a timely manner pertaining to the Project or any portion thereof.

5. Reimbursement for "Upsizing". In addition to the credits set forth above in Section 4, the City shall not require Developer to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required or not necessary to service the Project) unless financial arrangements reasonably acceptable to Developer and the City are made to compensate Developer for the costs associated with upsizing the improvements. In the event any off-site infrastructure or on-site infrastructure designed, constructed, or developed by Developer are oversized for the benefit of any property other than the Property, Developer shall be entitled to reimbursement for the portion of the costs attributable to the oversizing of such improvements within ninety (90) days of submitting an invoice for such work to the City.

6. City Obligations.

Subject to the Developer complying with all of the City's Ordinances, rules, regulations and the provisions of this Agreement, the City agrees to:

- a. Provide standard municipal services to the Project including police and fire protection, subject to payment of all fees and charges invoiced or levied therefor by the City.
- b. Cause the City's administrative personnel, with reasonable diligence, to take or cause to be taken all actions required or advisable to be taken preparatory to, but not including, final legislative action by the City Council or the Planning Commission, in connection with adoption of the pending zone amendment and approval of this Agreement.
- c. Maintain all utilities, roads, and other infrastructure and improvements dedicated to the City as part of the Project.
- d. Assign the LI (Light Industrial) and the R-2 (Two-Family Residential) zoning districts as shown on Exhibit "B" to include the PRUD (Planned Residential Unit Development) overlay zone along the residential property.

7. Assignment.

The Developer shall not assign this Agreement or any rights or interests herein without the prior written consent of the City.

8. Default. If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. Said Notice of Default shall, (1) specify the claimed event of Default; (2) identify the provisions of this Agreement claimed to be in Default; (3) identify why the Default is material; and (4) (optional) propose a method and time for curing the Default. Upon the issuance of a Notice of Default, the parties shall engage in a "Meet and Confer". If the issue is not resolved during the "Meet and Confer" process, the parties shall engage in a mediation process. If a mediation process is necessary based on the foregoing, the parties shall appoint a mutually acceptable mediator within ten (10) days of the "Meeting and Confer". If the parties are unable to agree on a single acceptable mediator, each shall, within ten (10) days, appoint their own representative. These two representatives shall choose the single mediator. Developer shall pay the fees of the chosen mediator. After being named mediator, such individual shall within fifteen (15) days, review the positions of the parties regarding the mediation issues and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems to be appropriate. The mediator's opinion shall not be binding on the parties. If the parties are not able to resolve the Default by "Meet and Confer" or by mediation then the parties may have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

9. Notice.

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:  
Ivory Development, LLC.  
Attn: Bryon Prince  
978 Woodoak Lane  
Salt Lake City, Utah 84117

To City:  
Kaysville City  
Attn: City Manager  
23 E. Center St.  
Kaysville, UT 84037

Any party may change its address for notice by giving written notice to the other party in accordance with provisions of this Section.

10. Attorneys' Fees.

In the event of any lawsuit between the parties hereto arising out or relating to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover reasonable attorneys' fees and costs.



11. Integration.

This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the perspective parties hereto.

12. Headings.

The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

13. No Third Party Rights/No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Developer. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

14. Binding Effect.

This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, officers, agents, employees, successors and assigns (if any assignments are allowed as provided hereinabove).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

Developer:

IVORY DEVELOPMENT, LLC,  
a Utah limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me \_\_\_\_\_, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the \_\_\_\_\_ of Ivory Development, LLC, a Utah limited liability company, and acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
Notary Public

City:  
KAYSVILLE CITY

By \_\_\_\_\_

Katie Witt, Mayor

Attest and Countersign:

Dated:  
\_\_\_\_\_

\_\_\_\_\_  
City Recorder

STATE OF UTAH                    )  
                                              : ss.

COUNTY OF DAVIS                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Katie Witt, Mayor.

\_\_\_\_\_  
Notary Public

## EXHIBIT "A"

### PROPERTY DESCRIPTION

Parcel ID 08-001-0082: BEG 367.70 FT S & S 66°31'10" W 290.89 FT & S 15°37'20" E 1012.66 FT FR NE COR SEC 4-T3N-R1W, SLM; SD PT BEING ON THE E'LY LINE OF DESERET DR DEDICATED 01/08/2007, E# 2234041 BK 4194 PG 514; & RUN TH ALG SD LINE 3 COURSES AS FOLLOWS: S 15°37'20" E 259.01 FT TO A PT ON THE ARC OF A 1000.00 FT RAD CURVE TO THE LEFT 116.74 FT (LC BEARS S 18°58'00" E 116.68 FT) & S 22°18'40" E 874.17 FT; TH S 88°06'40" E 139.66 FT; TH N 21°27'40" W 1209.28 FT ALG EXIST FENCE; TH N 63°31'05" E 654.31 FT ALG SD FENCE TO W'LY LINE OF RR R/W; TH N 19°36'30" W 69.50 FT ALG SD R/W; TH S 65°53'22" W 766.74 FT TO POB. CONT. 5.08 ACRES

And

Parcel ID 08-001-0025: BEG S 367.7 FT ALG SEC LINE & N 66°31'10" E 400.67 FT TO W'LY LINE OF A RR R/W & S 19°36'30" E 1107.93 FT ALG SD R/W FR NW COR SEC 3-T3N-R1W, SLM; TH S 63°31'05" W 654.31 FT ALG AN EXIST FENCE LINE; TH S 21°27'40" E 1209.28 FT ALG A FENCE LINE TO S LINE OF THE NW 1/4 OF SD SEC 3; TH S 88°13' E 639.9 FT, M/L, ALG S LINE OF SD NW 1/4 TO W LINE OF SD RR R/W; TH N 19°44' W 1520 FT, M/L, ALG SD RR R/W TO POB. CONT. 20.26 ACRES





C:\Users\Nick\Dropbox\EDM\Projects\Kaysville\Drawings\Conceptual Site Plan 12.dwg



3980 S 700 E, #22 Salt Lake City, UT 84107  
(801) 305-4670 www.edmlc.net



SCALE: 1" = 60'  
0 30 60 120 180

DEVELOPER:  
Ivory Development  
978 East Woodoak Lane  
Salt Lake City, UT 84117  
801-747-7000



NOTES:

| STATISTICS            |              |
|-----------------------|--------------|
| TOTAL PROJECT AREA    | 24.92 ACRES  |
| LIGHT INDUSTRIAL AREA | 12.80 ACRES  |
| RESIDENTIAL AREA      | 12.12 ACRES  |
| TOTAL UNITS           | 70           |
| DENSITY               | 5.78 DU / AC |

DISCLAIMER:  
ARTIST RENDERING ONLY. PLAN MAY BE ALTERED OR AMENDED AT ANY TIME. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCES TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF ANY RELIANCE HEREON.

Kaysville  
AFCU Parcel  
Conceptual Site Plan

|              |         |
|--------------|---------|
| PROJECT:     |         |
| DRAWN BY:    | NMM     |
| REVIEWED BY: | PMD     |
| REVISIONS:   |         |
| No. DATE     | REMARKS |

DATE: September 25, 2018

SHEET NUMBER:  
**O-1**





3980 S 700 E, #22 Salt Lake City, UT 84107  
(801) 305-4670 www.edmlc.net



SCALE: 1" = 60'  
0 30 60 120 180

DEVELOPER:  
Ivory Development  
978 East Woodoak Lane  
Salt Lake City, UT 84117  
801-747-7000



NOTES:

| STATISTICS            |              |
|-----------------------|--------------|
| TOTAL PROJECT AREA    | 24.92 ACRES  |
| LIGHT INDUSTRIAL AREA | 12.80 ACRES  |
| RESIDENTIAL AREA      | 12.12 ACRES  |
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Kaysville  
AFCU Parcel  
Conceptual Site Plan

|              |         |
|--------------|---------|
| PROJECT:     |         |
| DRAWN BY:    | NMM     |
| REVIEWED BY: | PMD     |
| REVISIONS:   |         |
| No. DATE     | REMARKS |

DATE: September 25, 2018

SHEET NUMBER:  
**O-1**



# STAFF REPORT



**COUNCIL MEETING DATE:** October 4, 2018

**ITEM NO.:** 7b

**TYPE OF ITEM:** Work

**PRESENTED BY:** Shayne Scott, City Manager

**SUBJECT/AGENDA TITLE:** Health Initiative Employee Incentive

## EXECUTIVE SUMMARY:

As Mayor and Council are probably aware, Kaysville City has an Employee Health Incentive Program. This program involves a drawing for those that exercise at least 10 times each month, quarterly educational presentations, and health screenings among other benefits. The purpose of this program is to encourage healthy activities for all employees that in turn will result in a healthier and happier work force but will also help our group to be improved from an insurance rating perspective which should also result in lower long term premiums.

Recently City Staff were approached by Vasa Fitness about a discounted rate for city employees. We were able to negotiate a discounted rate of \$16.99 for all amenities that Vasa has to offer. We were also able to parlay our group size to negotiate the waiving of the startup fee. Vasa would bill the city on a monthly or quarterly basis for each employee that signs up.

As a health initiative, Kaysville City would also require all of those that sign up to attend the gym a minimum of 5 times each month. There would be one month allowed for less frequency but for those that don't regularly meet this minimum requirement would be removed from the pool for a minimum of 6 months. Vasa also expressed willingness to allow spouse and family members to sign up for this discounted rate although additional family members would be required to pay for their own membership.

The purpose of this discussion item is to gain consensus on being able to take advantage of this generous offer from this new business in our community. Staff was uncomfortable making this generous offer to our employees without Council approval.

**Council Options:** Discuss this proposal and decide if this is a good decision for the City to pursue this proposal from Vasa Fitness.

**Recommendation:** At this time Staff recommends accepting the Vasa offer and allow City Staff that so chooses to sign up at Vasa Fitness and pay the monthly \$16.99 from budgeted health initiative funds.

**Fiscal Impact & Fund Source for Recommended Action:** If 20% of the city staff committed to sign up for this opportunity, this would cost the City \$330 each month.

**Attachments:** Contract documents from Vasa Fitness



CORPORATE SALES

CORPORATE SALES AGREEMENT  
VASA Fitness Corporate Sales  
9815 South Monroe Street, Suite 103  
Sandy, UT 84070  
P: (801) 938-5134

VASA REPRESENTATIVE:

DATE:

|                                                            |                                            |                                       |                                                 |
|------------------------------------------------------------|--------------------------------------------|---------------------------------------|-------------------------------------------------|
| COMPANY LEGAL ENTITY NAME<br>Wasatch Front Restoration LLC |                                            | DBA<br>Paul Davis Restoration of Utah |                                                 |
| COMPANY ADDRESS: STREET<br>350 N 650 W                     |                                            | CITY<br>Kaysville                     | STATE<br>UT                                     |
| ZIP CODE<br>84037                                          |                                            |                                       |                                                 |
| COMPANY PHONE<br>801-299-1000                              | HR/MGR CONTACT NAME<br>Brandon Radmall     |                                       | HR/MGR CONTACT PHONE<br>801-458-2041            |
| HR/MGR CONTACT EMAIL<br>brandon@pdutah.com                 | BILLING DEPT CONTACT PHONE<br>801-299-1000 |                                       | BILLING DEPT CONTACT EMAIL<br>kristy@pdutah.com |

|                                         |                                                                   |                                                            |                                                    |
|-----------------------------------------|-------------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------|
| MEMBERSHIP TYPE                         | <input checked="" type="checkbox"/> CORPORATE \$16 <sup>99*</sup> | <input type="checkbox"/> FAMILY ADD-ON \$16 <sup>99*</sup> | <input type="checkbox"/> DAYCARE \$15 <sup>*</sup> |
|                                         | \$99 ONE TIME SET-UP FEE<br>(see below)**                         |                                                            |                                                    |
| *EACH SELECTION IS PER PERSON/PER MONTH |                                                                   |                                                            |                                                    |

1.The above named Company (“Buyer”) and any successors thereto, hereby enters into a corporate membership agreement with Fitness Member Services, LLC. (“Seller”) and agrees to purchase the programs, indicated above, on the terms and conditions contained herein:

2. Programs promotion- The seller will provide promotional collateral to the buyer before the initial sign up. This will include E-mail, payroll stuffers, poster, and any other items that the seller and the buyer may deem fit. The buyer must provide to the seller at least 5 business days before the initial sign up the following:

- a. The amount the buyer will be charging the employees for their programs.
- b. The method for charging their employees.
- c. The date, time, and place of the initial sign up.
- d. The buyer agrees to use their best efforts to advertise and promote enrollment in the corporate gym membership program to their employees. Buyer also agrees to allow seller access to the buyers employees at least once per quarter to present the corporate gym membership program.
- e. Written confirmation that the Waiver of Liability and Assumption of Risk Agreement has been executed by Employee and is on file with Company.

3. Program Roster- if buyer is paying all or a portion of the membership price, buyer shall maintain an accurate and current employee roster. Buyer may add, delete or change this roster during the term of the agreement with written notification. Changes will be effective for the month following submission. Buyer will retain financial responsibility for individuals appearing on the roster for the represented billing period.

- a. Prior to activation of the membership an individual employee, the member employee must complete the program application. Individual members will also read and execute the Waiver of Liability and Assumption of Risk Agreement.
- b. Buyer reserves the right to offer employee memberships to any and all individuals considered company employees and immediate family members under standard company policy. Buyer will maintain a list of barcodes assigned to each employee.
- c. Seller reserves the right to revoke any individual membership upon failure of employee member to comply with the terms of this agreement or the Rules and Regulations included herein on the individual employee program application. Revocation of individual membership does not relieve Buyer of financial responsibility for individual membership while individual member remains on the program roster. Seller agrees to notify the buyer of individual revocation with 30 days of action taken and will remove individual member from company roster for the monthly billing cycle following the notification deadline.
- d. Activation of all individual employee memberships is subject to completion and acceptance of individual employee applications. Buyer accepts financial Liability for all employees listed on the roster regardless of completion status of individual program agreements or activation of individual memberships.

4. Default and Delinquency- Upon default by Buyer, Seller may at its option declare the unpaid total payments, less any unearned finance charge, to be immediately due and payable without demand or notice. Waiver of any default by the Buyer shall not operate as a waiver of future defaults. Should collection become necessary, hereby expressly agree to pay all costs of collection including an additional collection of 35% whether or not the account is turned to an outside collection agency. I further agree to pay all court costs and attorney’s fees should legal action be necessary. Buyer payment obligation may be assigned by the Gym to an affiliated company, any bank, finance company, collection agency or similar institutions. Buyer’s and Member’s sole and exclusive remedy in the event of breach by Gym of any of its warranties of representations shall be cancellation of this agreement in no event shall the gym be liable (or incidental or consequential damages). This membership is not assignable, transferable, or cancelable by Buyer and Member except as otherwise provided herein, or as provided by law. Failure of Member to use gym facilities shall not relieve the Buyer’s obligation to make payment as set forth in the statement of discourses, unless otherwise therein provided. To keep clues or renewal of membership valid, dues or renewal fee must be paid continuously whether member uses Gym facilities or not.

5. Striking Clause- If any portion of this contract is found to be in violation of any laws, it shall be stricken from the contract and shall have no effect on the viability of the remaining contract terms.

6. Ceased Operation- In the event that Seller closes and another similar gym operated by the Seller or assigns of the Seller of the contract is not available with a (10) mile radius of the location the member intends to patronize, Seller will refund the member a prorated share of the program cost, based upon the unused program time remaining on the contract.

7. By signing below, the Buyer’s Representative affirms they have the authority to bind Buyer to this agreement and any associated charges, fess, and any other costs related to services rendered by the Seller.

8.I (we) hereby authorize VASA Corporate Sales to initiate entries to my (our) credit/debit/checking/savings accounts at the financial institution listed below (THE FINANCIAL INSTITUTION) or Credit Card/Debit Card number, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until VASA Corporate Sales is notified by me (us) in writing to cancel it in such time as to afford VASA Corporate Sales and THE FINANCIAL INSTITUTION a reasonable opportunity to act on it.

\*\*Set up fee will be waived if after 45 days, there are 50 or more memberships on the corporate account.

CREDIT CARD AUTHORIZATION:

|                                       |                               |                                     |                                          |                                   |
|---------------------------------------|-------------------------------|-------------------------------------|------------------------------------------|-----------------------------------|
| ACCOUNT TYPE                          | <input type="checkbox"/> VISA | <input type="checkbox"/> MASTERCARD | <input checked="" type="checkbox"/> AMEX | <input type="checkbox"/> DISCOVER |
| CARDHOLDER NAME<br>Brandon Radmall    |                               | BILLING ZIP CODE<br>84037           |                                          |                                   |
| CREDIT CARD NUMBER<br>379783537211009 |                               | EXP DATE<br>05/21                   | CCV<br>8169                              |                                   |

BANK WITHDRAWAL AUTHORIZATION

☐ CHECKING ☐ SAVINGS

|                                  |                |
|----------------------------------|----------------|
| NAME OF FINANCIAL INSTITUTION    | ROUTING NUMBER |
| ADDRESS OF FINANCIAL INSTITUTION | ACCOUNT NUMBER |

|                                      |      |                      |         |
|--------------------------------------|------|----------------------|---------|
| SELLER REPRESENTATIVE (VASA FITNESS) | DATE | BUYER REPRESENTATIVE | 8-21-18 |
|                                      |      |                      | DATE    |





Good morning!

Thanks you for your interest in Vasa's Corporate gym membership program. Please see the information. Let me know any additional questions you may have. I will check back soon. Have a wonderful day!

#### Corporate Membership Rate

- \$16.99 per person/per month (Family members may be added for the discounted price)
- \$99 one-time setup fee
  - Employees may be added or cancelled from the plan anytime
  - Agreement is month to month
  - No other fees

The corporate membership gives access to all Vasa locations and use of all amenities. (See flyer below). Once we receive the attached corporate agreement back, we have an online code made just for your company and then enrollments may begin. I would be glad to come onsite for a kick-off to explain the benefit, answer questions and provide some giveaways (Vasa swag). I can provide marketing materials, as well.

Our billing works like this. We bill the company monthly for the previous month's enrollments. The invoices are emailed on or before the 10<sup>th</sup> of each month. An auto payment is processed on the 25<sup>th</sup> of each month for the invoiced amount or a check may be sent in.



## CORPORATE SALES

### What can a Gym Membership do for your employees?

With over 25 locations, there's a VASA Fitness near your employees. Memberships include access to all locations, so working out won't be an inconvenience.

You get more than just convenient locations with your VASA Corporate Gym Membership. You also get access to all of the amenities\* our facilities have to offer:



AEROBICS/GROUP EXERCISE



BASKETBALL COURTS



CARDIO



CIRCUIT WEIGHTS



CROSS-FUNCTIONAL  
TRAINING AREA



CARDIO CINEMA



FREE WEIGHT AREA



HYDRO-MASSAGE TABLES



POOL



RACQUETBALL COURTS



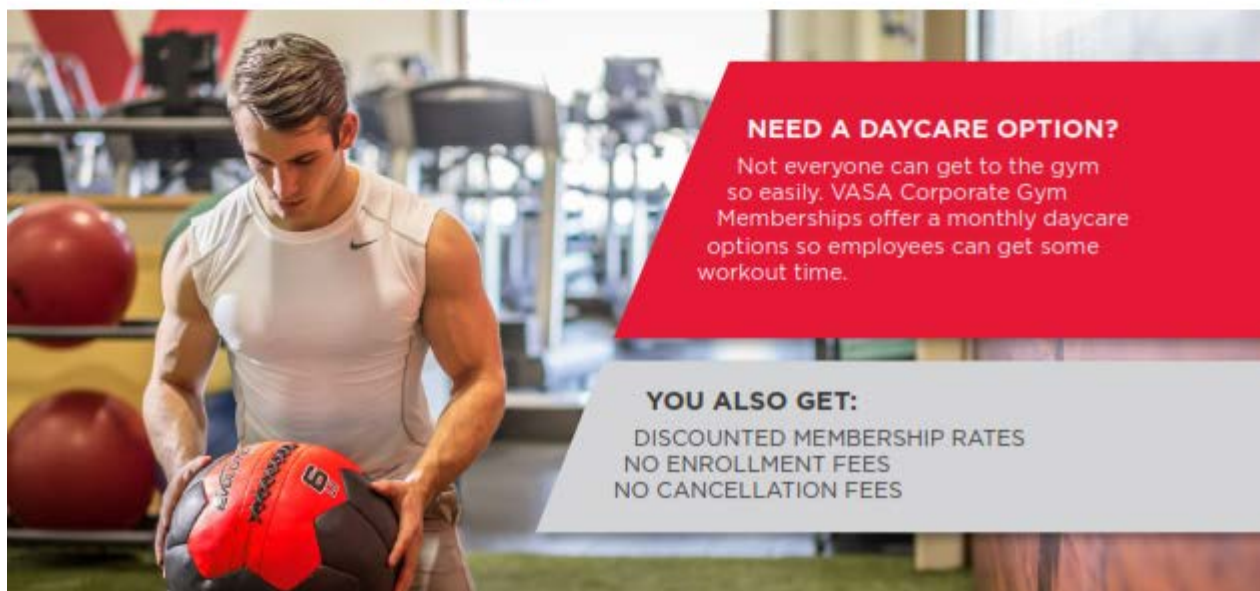
STEAM ROOM & SAUNA



TANNING

For more information call **435-817-0100**

\*Amenities vary by location



**NEED A DAYCARE OPTION?**

Not everyone can get to the gym so easily. VASA Corporate Gym Memberships offer a monthly daycare options so employees can get some workout time.

**YOU ALSO GET:**

DISCOUNTED MEMBERSHIP RATES  
NO ENROLLMENT FEES  
NO CANCELLATION FEES



## UTAH

### WEST VALLEY

549K WEST 3500 SOUTH  
WEST VALLEY CITY, UT 84019  
801-969-2344

### WEST JORDAN

549K WEST 3500 SOUTH  
WEST VALLEY CITY, UT 84019  
801-969-2344

### TOOELE

549K WEST 3500 SOUTH  
WEST VALLEY CITY, UT 84019  
801-969-2344

### TAYLORSVILLE

549K WEST 3500 SOUTH  
WEST VALLEY CITY, UT 84019  
801-969-2344

### ST. GEORGE

484 NORTH HALL DRIVE  
ST. GEORGE, UT 84790  
435-628-9201

### SPANISH FORK

785 EAST 800 NORTH  
SPANISH FORK, UT 84660  
801-798-9900

### SOUTH JORDAN

3709 W SOUTH JORDAN PKWY  
SOUTH JORDAN, UT 84009  
801-446-8000

### SARATOGA SPRINGS

81 WEST COMMERCE DRIVE  
SARATOGA SPRINGS, UT 84043  
801-766-8272

### SANDY

7990 SOUTH 1300 EAST  
SANDY, UT 84094  
801-858-2002

### SLC - BRICKYARD

1172 E BRICKYARD ROAD  
SALT LAKE CITY, UT 84106  
801-484-8786

### RIVERTON

1777 WEST 12600 SOUTH  
RIVERTON, UT 84085  
801-255-8272

### PROVO

480 NORTH 900 EAST  
PROVO, UT 84606  
801-377-2666

### OREM (UNIVERSITY)

1238 SOUTH 800 EAST  
OREM, UT 84097  
801-655-1139

### OREM (800 NORTH)

44 EAST 800 NORTH  
OREM, UT 84057  
801-765-4653

### OGDEN

1150 WASHINGTON BLVD  
OGDEN, UT 84401  
801-621-8272

### MURRAY (VAN WINKLE)

358 SOUTH VAN WINKLE EXPY  
SALT LAKE CITY, UT 84117  
801-277-8668

### DRAPER

1201 FACTORY OUTLET DRIVE  
DRAPER, UT 84020  
801-262-8272

### CENTENNIAL (WEST VALLEY)

5420 SOUTH 5600 WEST  
WEST VALLEY CITY, UT 84120  
801-250-8272

### CEDAR CITY

1805 WEST REGENCY RD  
CEDAR CITY, UT 84720  
435-867-5077

### BOUNTIFUL

250 WEST 1800 SOUTH  
BOUNTIFUL, UT 84010  
801-337-2777

### AMERICAN FORK

648 EAST STATE ROAD  
AMERICAN FORK, UT 84003  
801-493-4652

### LAYTON

2076 N MAIN ST  
LAYTON, UT 84040  
801-896-3630

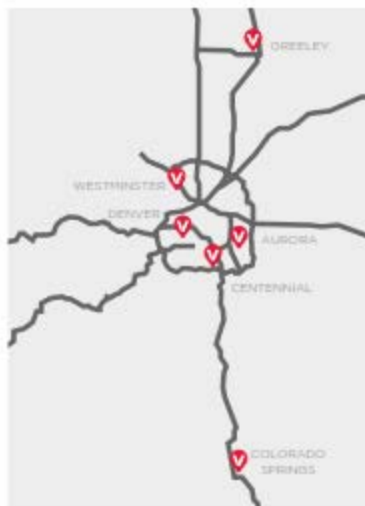
### CLINTON

2642 N 2000 W  
CLINTON, UT 84015  
801-774-8272

Over 25  
LOCATIONS



UTAH



COLORADO

## COLORADO

### GREELEY

2325 23RD AVENUE  
GREELEY, CO 80634  
970-356-8272

### AURORA

16921 E GUNNY AVE  
AURORA, CO 80015  
303-366-8272

### DENVER

1855 SOUTH SHERIDAN BLVD  
DENVER, CO 80227  
303-985-8272

### CENTENNIAL

8200 S. QUEBEC ST  
CENTENNIAL, CO 80112  
303-790-8272

### WESTMINSTER

8433 CHURCH RANCH BLVD  
WESTMINSTER, CO 80031  
303-297-8272

### COLORADO SPRINGS

445 E CHEYENNE MTH BLVD  
COLORADO SPRINGS, CO 80906  
719-630-8272



