MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, November 1, 2018, starting at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

The agenda shall be as follows:

CITY COUNCIL MEETING – 7:00 PM

1. OPENING
   a. Provided by Council Member Larry Page.

2. RECOGNITIONS AND PRESENTATIONS
   a. Department Report, Kaysville Power Company – Gary Hatch
   b. Newsies Week Proclamation – Dave McCowan

3. DECLARATIONS OF CONFLICTS OF INTEREST

4. CONSENT ITEMS
   a. Minutes from September 6, 2018.
   b. Minutes from October 4, 2018.

5. ACTION ITEMS
   a. Consideration of Amended Annexation Agreement regarding property at approximately 1402 North Highway 89.
   b. Annexing 65.93 acres of property located at approximately 1402 North Highway 89 (ORD 18-11-1).
   c. Preliminary Plat approval for the Orchard Ridge Estates Subdivision at 1402 North Highway 89. – Compass Holdings Development.

6. WORK ITEMS
   a. Architect RFQ Proposal.
   b. City Policy Discussion - Sidewalk Payments from Residents.
   c. Amendment of Chapter 16-13, Retail Tobacco Specialty Business (ORD 18-11-2).

7. CALL TO THE PUBLIC

8. COUNCIL MEMBER REPORTS

8. CALENDAR

9. CLOSED SESSION
   a. Closed Session to discuss the character, professional competence, or physical or mental health of an individual, in conformance with Utah State Code §*52-4-205*.

10. ADJOURNMENT

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

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on October 30, 2018.

Maria T. Devereux

City Recorder/Maria Devereux

Whereas, Kaysville City is home to Davis High School, The Darts, and

Whereas, The Dart's have a storied history as Utah's Home town high school dating back to 1914; and

Whereas, Davis High School has a tradition for excellence in the performance arts, musicals, and stage dramas; and

Whereas, over 80 students, teachers, parents, and volunteers participate in the musical theater department, and develop acting, singing, and technical skills in young people; and

Whereas, Davis High School is one of select few High schools in the state to produce Newsies The Musical; and

Whereas Davis High School Musical Theater Department will perform 8 showings of Newsies The Musical at the Davis High School Theater in November 2018; and

NOW, THEREFORE, BE IT PROCLAIMED, that I Katie Witt, Mayor of Kaysville City, in Davis County, within the State of Utah announce that November 9th 2018 be Newsies Day in the great city of Kaysville Utah.

I, Mayor Witt and the City Council encourages residents of our great city and visitors to support the performing arts by enjoying Davis High Schools production of Newsies The musical.

IN WITNESS WHEREOF I hereunto set my hand and cause the Seal of Kaysville to be herein affixed.

____

Mayor

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 CITY COUNCIL

DRAFT

Meeting Minutes

October 4, 2018

Meeting Minutes of the October 4, 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

ARCHITECTURAL REVIEW COMMITTEE MEETING

Lyle Gibson explained the request for a modification of temporary site use and layout for GP Motors at 650 North Kays Dr. He noted that in April of this year the committee approved the use and a temporary site layout for the subject property. More specifically this permitted the property to have a used car lot where inventory is kept on road base within a fenced area based on the attached details included with this report. GP Motors has submitted a request for consideration, GP Motors is asking permission to extend the fence *(temporarily)* to the east edge of the property or as far east as the committee will allow. He explained that Staff has reviewed the proposal and recommends approval of the request subject to GP motors leaving a usable fire lane and turnaround inside.

Committee Member DeCaire made a motion approve the modification of temporary site use and layout for GP Motors at 650 North Kays Drive, second by Committee Member Page.

The vote on the motion was as follows:

Committee Member Barber, Yea
Committee Member Page, Yea
Committee Member Adams, Excused
Committee Member Witt, Yea
Committee Member Garn, Yea
Committee Member DeCaire, Yea

The motion passes unanimously.

Committee Member Barber made a motion to adjourn, second by Committee Member Garn.

CITY COUNCIL MEETING

RECOGNITION AND PRESENTATIONS

YOUTH COURT OATH OF OFFICE

Council Member DeCaire introduced the Youth Court. Tina Johnson, Advisor, explained their role and purpose.

Mayor Witt administered the Oath of Office.

PRESENTATION OF AWARD

Chief Oberg presented Wendy Bennett with an award for her participation and years of service dedicated to the Youth Court. Wendy Bennett is praised for the successful administration and growth of the program throughout the past 18 years.

DECLARATION OF CONFLICTS OF INTEREST

No conflicts disclosed.

CONSENT ITEMS

Mayor Witt asked for a vote on the Consent Items,

Maria Devereux, City Recorder asked to remove Item A, Minutes of Sept. 6th, and asked to have them presented at the next Council Meeting.

Council Member Adams asked to remove Item E.

Council Member Stroh made a motion to accept the consent items B, C and D, 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 DeCaire, Yea

The motion passes unanimously.

Council Member Adams asked for information regarding Item E., Award of Bid of the Kaysville Main Street Sidewalk Project.

Andy Thompson explained that 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. He referred to the information included in the packet.

Council Member Barber made a motion to approve the award of bid of the Kaysville Main Street Sidewalk Project to Yarbrough Construction and table Item A., the Minutes until the next meeting, 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 DeCaire, Yea

The motion passes unanimously.

ACTION ITEMS

ADMINISTRATIVE LAW JUDGE ORDINANCE CHANGE

Lyle Gibson, Zoning Administrator explained that 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 Member Barber made a motion to approve the Administrative Law Judge Ordinance Change, 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 DeCaire, Yea

The motion passes unanimously.

SCHICK FARM OPEN SPACE AGREEMENT

Lyle Gibson explained that 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. 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.

Council Member Garn noted a few items that need grammatical correction.

Council Member Barber made a motion to approve the Schick Farm Open Space Agreement, second by Council Member Page.

The vote on the motion was as follows:

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

The motion passes unanimously.

PUBLIC COMMENT

Jennifer Borup explained that the HOA and Developer have miscommunicated. She is concerned about this item and concerned about general rules for planting of trees in HOA's.

Tim Hodges expressed that he is against the Agreement and intends to use legal means to change this vote.

Luke Johnson noted that he bought his home due to the equestrian option. Losing the equestrian option is a serious concern and explained that it will affect his property value.

Nathan Alvey, President of the HOA, explained that he has 63 consenting homes; he expressed appreciation for Andy Thompson, City Engineer.

Council Member Adams suggested creation of a special service district, and asked for clarification of funding.

Mayor Witt asked Council Member Adams to follow policy in regard to Council rules and procedures.

Attorney Nic Mills advised that disorderly conduct, by State statute will have to have 2/3rd vote to remove Council Member Adams from the meeting.

Council Member Garn made a motion to remove Council Member Adams from the meeting for disorderly conduct, second by Council Member Page.

The vote on the motion was as follows:

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

The motion fails, a 2/3 vote is needed to pass this motion.

Council Member Barber made a motion to approve the Schick Farm Open Space Agreement, second by Council Member Garn.

Council Member Barber explained that she understands the frustration of the residents and does not want to set a precedence, she feels that the open space is a great asset to the community.

Council Member Adams explained that he does not see a benefit to the taxpayers, and explained that if the space had a function it may then be beneficial. He is against the agreement.

Council Member Garn noted that the feeling of the community is impacted by open space and that parks stay for generations, he feels the City is right to take advantage of this.

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 DeCaire, Yea

Motion passes four to one.

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. While the R-1 zoning district allows for public buildings, the proposed use better fits in the PU district, which allows public facilities, parks, and cemeteries.

Council Member Page made a motion to rezone .25 acres of property at 425 East Crestwood Road from R-1-8 to the PU zoning district, second by Council Member DeCaire.

Council Member DeCaire feels this rezone is much needed and well executed.

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 DeCaire, Yea

The motion passed unanimously.

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.

Lyle Gibson explained that 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.

Brian Prince, applicant with Ivory Development explained they are encouraging open communication and are trying to address all concerns.

Bruce Zollinger with America First Credit Union explained that the credit union is behind the development and hopes the plans with Ivory Homes are approved. He is in favor of keeping the neighborhood feel.

PUBLIC COMMENT

Lauri Cragun explained that she is in favor of a gym going in but is against storage units. She is in favor of keeping a neighborhood feel.

Council Member Garn made a motion to deny the rezone, second by Council Member DeCaire.

Council Member Garn explained that he is in favor of more commercial businesses in that area.

Council Member DeCaire noted that this is land that can be developed commercially and would like to see that in the future.

Council Member Page is concerned that there is no sales tax or income for the City at this point and noted that mixed use not always the best management of property.

Council Member Adams noted that his biggest concern is traffic and safety.

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 DeCaire, Yea

The motion passes four to one.

FOURTH OF JULY PARADE SEATING ORDINANCE DISCUSSION

Mayor Witt explained that she had talked to the Police Chief and other department heads, and debated whether to suggest an ordinance or signs about parade seating. She explained that after discussion it might be more beneficial to encourage residents to make good decisions rather than set hard rules.

Council Member DeCaire noted that he is not in favor of an ordinance. He believes that the relationship with police and the public is important. He suggested possibly extending the parade route to disperse the density.

Mayor Witt asked for recommendations and consensus in lieu of an actual vote.

Council Member Adams noted that is in favor of the parade route being extended beyond Bowmans.

Council Member Barber stated that it is important to give the community opportunity to enjoy, welcome others, and feels there is enough space for all.

HEALTH INITIATIVE EMPLOYEE INCENTIVE

Shayne Scott, City Manager, explained that 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 Vasa Fitness approached City Staff 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 do not 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.

CALL TO THE PUBLIC

Dean Wall stated that he appreciates the healthy initiatives given to the City.

COUNCIL MEMBER REPORTS

Council Member DeCaire, noted that the Youth Court is an outstanding program, a worthwhile endeavor.

Mayor Witt noted that the Fire Dept. open house is this week. She encouraged the public to attend.

Mayor Witt explained that this is Andy Thompson’s last council meeting; she praised his vast knowledge and wished him well.

ADJOURNMENT

Council Member Barber made a motion to adjourn the meeting at 9:10 pm, second by Council Member DeCaire.

STAFF REPORT

COUNCIL MEETING DATE: November 1, 2018
ITEM NO.:

TYPE OF ITEM: Action
PRESENTED BY: Community Development

SUBJECT/AGENDA TITLE:
1) Amendment of the Annexation Agreement

2) Adoption of Ordinance 18-11-1, Annexing 65.93 acres of property located at approximately 1402 North Highway 89

3) Preliminary Plat approval for Orchard Ridge Estates

EXECUTIVE SUMMARY:

Description:
For the last several months Compass Holdings has been working toward having the property east of Highway 89 and north of the Wilderness Park annexed into Kaysville City so that it could be developed. Last spring, the City Council approved an annexation agreement that outlined the conditions upon which the City would annex this property and the developer has been working to meet those conditions. They now have solution for these issues and are asking to complete the annexation.

Since the Annexation Agreement was approved last spring there has been a need for a couple of minor changes to the agreement. The significant change is that Compass Holdings and their associates have now closed on the property and therefore the agreement should be in their names.

Under the approved agreement the City agreed that they would annex the property in Kaysville and allow for a subdivision meeting the R-1-8 zoning. The agreement also provides for the use of the PRUD overlay zone. The proposed preliminary plat meets these requirements and in fact, based on the average lot size and the amount of open space provided, the project meets the requirements for an open space subdivision in the R-1-10 zone.

The Annexation agreement allows for a maximum of 95 homes, the proposed preliminary plat contains 92 lots, including two existing homes. The preliminary plat proposes lots as small as 6,000 square feet with common open space and some private streets and does not include any attached housing units.

In addition to the standard items to be reviewed for a preliminary plat, the following items are being requested for this project, that while permissible under the PRUD overlay zone, should be given due consideration:

Sidewalk is shown on only one side of the public streets and no sidewalk is shown on most of the private streets.

The cul-de-sac on the east exceeds the City's standard length of 600 feet. Future development to the south will shorten the length to around 800 feet and the top 600 feet is proposed as a private lane.

In order to serve this project with culinary water, a water tank is proposed to be constructed on lot 86, the property for this tank will be deeded to the City.

The side yards for the smaller lots are shown as 8 feet on one side and 5 feet on the other side, the typical City standard is 8 feet on both sides.

The front yards are requested to be 20 feet instead of the typical 25 feet.

The two private road areas in the smaller lot area use hammer head turn around areas rather than the typical cul-de-sac.

Lots 70, 71, & 72 are double frontage lots.

Recommendation:

The Council should first consider the modifications to the Annexation Agreement. Staff believes that these are minor technical corrections and that they make no significant change to the agreement and should be approved.

Upon approval of the agreement, the Council should next consider annexation of the property and the zone designation. Staff recommends that the annexation be approved and the entire area annexed be zoned to R-1-8 per the agreement.

Lastly the Council should consider the preliminary plat. The plat meets the requirements of the R-1-8 zone and the requirements for an open space PRUD subdivision. The Planning Commission has reviewed the project and addressed each of the requested modifications listed above and were comfortable with each of them. They then recommended preliminary plat approval for the Orchard Ridge Estates Subdivision with a vote of 5 to 1.

Council Options:

Recommended Options: See above

Fiscal Impact & Fund Source for Recommended Action:

Attachments: Amended Annexation Agreement
Ordinance 18-11-1
Annexation Plat
Preliminary Plat
Slides from Applicant

AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND BETWEEN KAYSVILLE CITY AND COMPASS HOLDINGS DEVELOPMENT, LLC AND CAPITAL REEF MANAGEMENT, LLC.
(Approximately 1402 North Highway 89)

THIS AGREEMENT for the development of land (hereinafter referred to as this “Agreement”) is made and entered into this ____ day of _________, 2018, between KAYSVILLE CITY, a municipal corporation of the State of Utah (hereinafter referred to as “City”), and COMPASS HOLDINGS DEVELOPMENT, LLC and CAPITAL REEF MANAGEMENT, LLC (hereinafter jointly referred to as “Owner”). City and Owner collectively referred to as the “Parties” and separately as “Party”.

RECITALS

WHEREAS, Kaysville City has received a petition for annexation located at approximately 1402 North Highway 89 in Kaysville City which consists of approximately 66 acres (hereinafter the “Annexation Area”), which is depicted on Exhibit “A” attached hereto (hereinafter “Exhibit A”); and

WHEREAS, in furtherance of the objectives of the Kaysville City General Plan, City has considered an application for an annexation of property into the City and zone designation of Kaysville City R-1-8 (PRUD) zoning districts, of 37.5 acres of the Annexation Area (hereinafter the “Subject Area”) which is depicted on Exhibit “B” and attached hereto (hereinafter “Exhibit B”). The PRUD overlay zone shall be approved subject to final plat approval; and

WHEREAS, Owner is the Owner of the above described Subject Area and has presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with the overall objectives of Kaysville City’s General Plan; and

WHEREAS, Parties desire to enter into this Agreement to provide for the annexation, and for the rezoning of the Subject Area, in a manner consistent with the overall objectives of the City’s General Plan and the intent reflected in that Plan; and

WHEREAS, City is willing to annex, and to grant R-1-8 (PRUD) zoning approval for the Subject Area, subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to the Subject Area and surrounding property values and will enable the City Council to consider the approval of such development at this time; and

WHEREAS, City believes that entering into the Agreement with Owner is in the vital and best interest of the City and the health, safety, and welfare of its residents.

NOW, THEREFORE, each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

ARTICLE I
DEFINITIONS

The following terms have the meaning and content set forth in this Article I, wherever used in this Agreement:

1.1 "City" shall mean Kaysville City, a body corporate and politic of the State of Utah. The principal office of City is located at 23 East Center Street, Kaysville, Utah 84037.

1.2 "City's Undertakings" shall mean the obligations of the City set forth in Article III.

1.3 "Owner's Undertakings" shall have the meaning set forth in Article IV.

ARTICLE II
CONDITIONS PRECEDENT

2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Kaysville City Council.

ARTICLE III
CITY'S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Article II, City shall approve the annexation of the Subject Area, and designate the zone as Kaysville City R-1-8 (PRUD) zoning district, with an effective date of no sooner than the effective date and adoption of this Agreement by the City Council. Any annexation or zoning amendment shall occur upon a finding by the City Council that it is in the best interest of the health, safety and welfare of the citizens of Kaysville City to make such a change at this time.

3.2 City shall make good faith efforts to install a water tank to service this property within two years after the date that the annexation plat is recorded.

ARTICLE IV
OWNER'S UNDERTAKINGS

4.1 Conditioned upon City's performance of its undertakings set forth in Article III with regard to the annexation and to the zoning of the Subject Property, and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owner agrees to the following:

4.1.1 **Power Extension**—Kaysville City power shall be extended to service the Subject Area. Owner shall pay the full and complete cost of electric system extensions installed by the City.

4.1.2 **Power Provider**—All new and existing development within the Subject Area shall be serviced from the date of pre-construction meeting and bonding and going forward by Kaysville City Power. The full and complete cost of acquiring the existing power infrastructure from the existing provider shall be paid for by Owner and dedicated, free of charge, to Kaysville City Power.

4.1.2.1 **Payment Schedule**—Owner shall pay the City one-third of the total cost to buy-out the power within 30 days of the City being billed or invoiced for the buy-out. The remaining two-thirds will be paid before final approval of the second phase of this development.

4.1.3 **Culinary Water**—City shall install a water tank to service the Annexation Area as outlined in 3.2 above. City shall have sole discretion to determine the tank's capacity, but shall install a tank that provides culinary service to the Subject Area. It is anticipated that UDOT will reimburse City for an existing water tank that they are removing as part of their Highway 89 improvements. Owner shall be required to pay any costs above those provided by UDOT to build a tank to service the Subject Area.

4.1.3.1 **Owner's Responsibilities**—In addition to the tank, owner shall be responsible for any costs not reimbursed by UDOT to pay the costs to install a pump, pump-house, piping, and any other associated improvements connected with pumping and delivering water to the water-tank. Owner shall also dedicate any easements and property required to install the water-tank, pump, pump-house, and any other associated improvements. Owner shall be solely responsible to pay for the costs of any piping used to deliver the water from the water tank to the homes in the Subject Area.

4.1.3.2 **Payment Schedule—**Owner shall pay $30,000 within 60 days of approval of this agreement or at the approval of preliminary plat, whichever is sooner. Owner shall pay the remainder of the costs not covered by UDOT within 60 days of completion of the water tank construction or before 60 lots have been platted and recorded on the Subject Area, whichever is sooner.

4.1.3.3 **Outside Parties**—The City, at its sole discretion, shall determine if parties outside this Agreement shall participate, benefit, or connect to the culinary water system.

4.1.4 **Right of Way Dedication**—For the purpose of providing access to the Subject Area and the necessary easement for utility lines and infrastructure, Owner shall work with the Utah Department of Transportation (UDOT) to negotiate and convey the desired amount of property for the purpose of the upcoming US 89 road project.

4.1.5 **Secondary Water**—Owner shall be required to pay for, install, and construct a pressurized secondary water system to service any of the Subject Area below 4,870 feet. Owner agrees to a maximum of 16 culinary connections for secondary water if approved by variance. City Staff will not oppose the variance, but the variance, if applied for, will be decided by the Kaysville City Planning Commission. Both parties will accept the determination of the Kaysville City Planning Commission on this issue.

4.1.5.1 **16 Allowed Culinary Connections**—Each of the 16 culinary connections shall have a reduced pressure backflow assembly. Installation of the backflow assemblies shall be required to meet Kaysville City Public Works and Engineering Standards. Further, the backflow assemblies shall be installed downstream of the water meter and shall be disconnected annually from November 1st to March 1st.

4.1.6 **Road Connectivity**— Owner agrees that development of the subject area identified as tax parcel 11-036-0031 in Davis County, Utah containing approximately 37.5 acres (the "Frost Property") shall include connections to the existing stub roads along 25 South Street in Layton, Utah and no less than 2 connections to the property to the south of the Subject Area. One connection shall be on the south-eastern third of the property and the other connection shall be on the south-wester third and connect or be stubbed to connect to parcel 11-036-0073, which is the parcel directly south of the subject area.

4.1.7 **Number of homes**—the number of homes built on the subject area shall not exceed 95.

4.1.8 **Payback Agreement—**Owner may, at its discretion, apply for a fee for project improvements in compliance with Kaysville City Code 19-6-4 which shall be considered and presented to the City Council. Owner is notified that this Agreement does not bind the City to agree to enter into any form of payback agreement. Owner is notified that any payback agreement shall be subject to a reasonable administrative fee charged by the City to administer and insure that the payback is complied with.

4.2 These enumerations are not to be construed as approvals thereof, as any required approval process must be pursued independent hereof.

4.3 Owner agrees to limit development to the uses allowed in the R-1-8 (PRUD) zone for all properties within the Subject Area, and if other uses are desired, Owner agrees to seek amendment of this Agreement before pursuing the development of those uses.

4.4 Any conflict between the provisions of this Agreement and the City's codified requirements shall be resolved in favor of the more strict requirement.

ARTICLE V
GENERAL REQUIREMENTS AND RIGHTS OF CITY

5.1 Issuance of Permits - Owner. Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner's Undertakings and shall make application for such permits directly to the Kaysville City Community Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Owner shall, in good faith, reasonably pursue completion of the development. Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City's ordinances and regulations, such that it will stand alone, if no further work takes place on the project.

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owner's Undertakings. City shall indemnify, defend and hold Owner harmless from and against all liability, loss, damage, costs or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person, property or improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted in this paragraph.

ARTICLE VI
REMEDIES

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

> 6.1.1 cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and
>
> 6.1.2 If the remedy of reversion is pursued, the defaulting party agrees not to contest the reversion of the zoning on undeveloped portions of the Subject Area, by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversion of the zoning from R-1-8 (PRUD) to A-1 (Light Agriculture).

6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Owner. In the event of a default by Owner's assignee, Owner may elect, in its discretion, to cure the default of such assignee; provided, Owner's cure period shall be extended by thirty (30) days.

ARTICLE VII
GENERAL PROVISIONS

7.1 Successors and Assigns of Owner. This Agreement shall be binding upon Owner and its successors and assigns, and where the term "Owner" is used in this Agreement it shall mean and include the successors and assigns of Owner, except that City shall have no obligation under this Agreement to any successor or assign of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in Ownership (successor or assign of Owner) of the Subject Area. Upon approval of any assignment by City, or in the event Owner assigns all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.

7.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Owner:
Compass Holdings Development, LLC
854 North 240 East
Kaysville, UT 84037

Capital Reef Management, LLC
498 North Kays Drive
Suite 210
Kaysville, UT 84037

To City:
KAYSVILLE CITY CORPORATION
23 East Center Street
Kaysville, Utah 84037
Attn: Shayne Scott, City Manager
(801) 546-1235

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

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of such transmission.

7.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Owner.

7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Owner.

7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

7.8.1 With regard to Owner's Undertakings, performance of Owner of Owner's Undertakings as set forth herein.

7.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

Upon an Owner's request (or the request of Owner's assignee), the City agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

7.9 Recordation. This Agreement will be recorded in the Davis County Recorder's Office.

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

KAYSVILLE CITY CORPORATION,

By: ________________________________
Katie Witt, Mayor

ATTEST:

By: ___________________________________
MARIA DEVEREUX, City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this ______ day of ______________________, 20___, personally appeared before me KATIE WITT, who duly acknowledged to me that she is the MAYOR of KAYSVILLE CITY, and she signed the foregoing Annexation Agreement in behalf of said corporation, and KATIE WITT acknowledged to me that Kaysville City executed the same.

____
NOTARY PUBLIC

Compass Holdings Development, LLC

____
Signed by:

____
Name

____
Title

****

OWNER ACKNOWLEDGEMENT - CORPORATION/PARTNERSHIP
(Complete only if signing on behalf of a Corporation/Partnership)

STATE OF _________________)

:ss
COUNTY OF _______________)

On this ______ day of ______, 20____, personally appeared before me __________________ who being by me duly sworn did say that he/she is the ______________________ of ______________________, a corporation/partnership, and that _________________________ is the legal property owner of record of the property subject to this Agreement 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

Capital Reef Management, LLC

____
Signed by:
____
Name
____
Title

****

OWNER ACKNOWLEDGEMENT - CORPORATION/PARTNERSHIP
(Complete only if signing on behalf of a Corporation/Partnership)

STATE OF __________________)
:ss
COUNTY OF _______________)

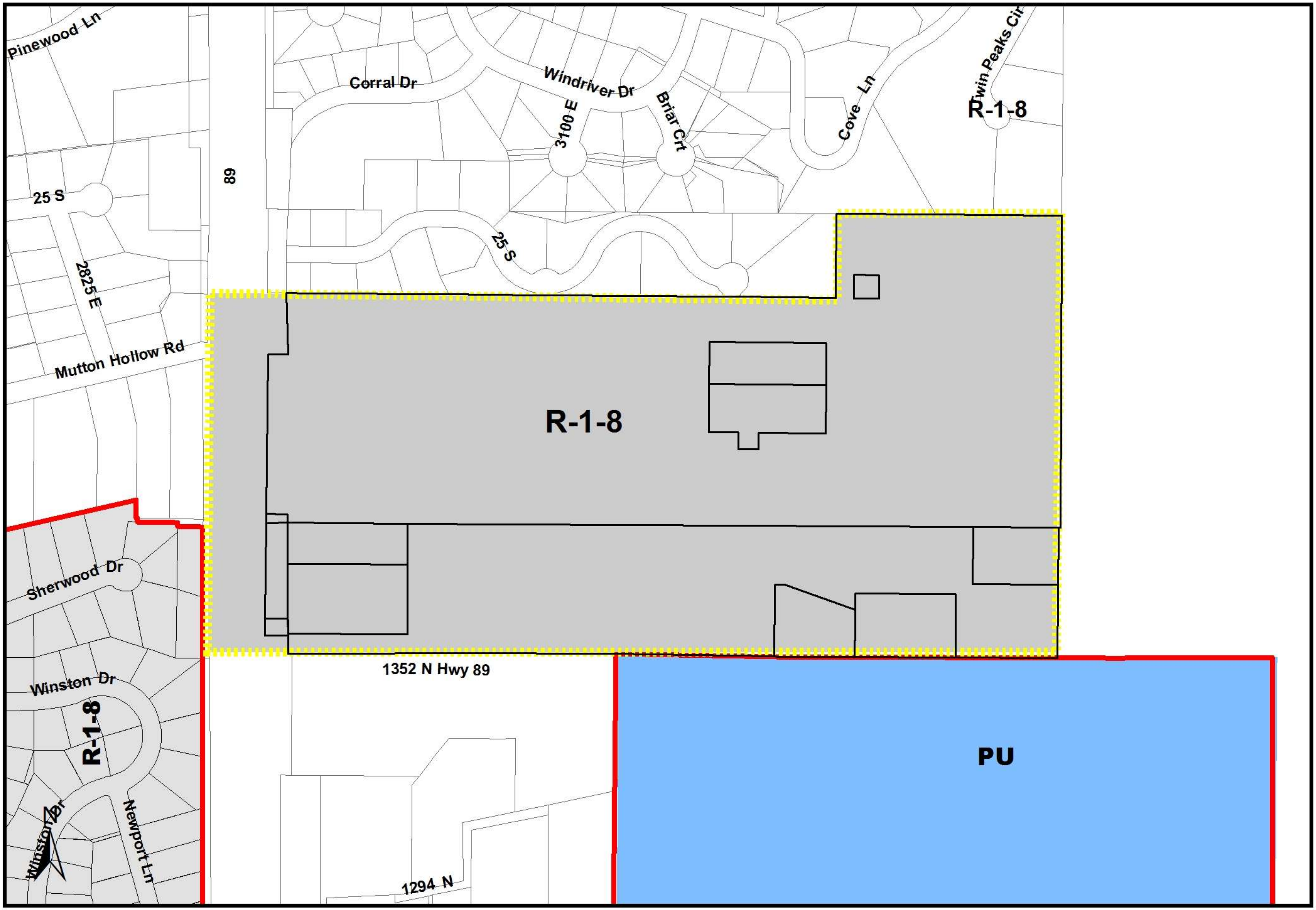
On this ______ day of ______, 20____, personally appeared before me __________________ who being by me duly sworn did say that he/she is the ______________________ of ______________________, a corporation/partnership, and that _________________________ is the legal property owner of record of the property subject to this Agreement 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

****IF ADDITIONAL SIGNERS AND/OR NOTORIAL WORDING ARE NECESSARY,**

PLEASE NOTATE ANY ADDITIONS ON THIS NOTARY PAGE AND ATTACH A STATE APPROVED NOTARIAL CERTIFICATE, WHICH IDENTIFIES THE DOCUMENT THE ATTACHED NOTARIAL CERTIFICATE RELATES TO, AS WELL AS, THE NUMBER OF PAGES IN THE DOCUMENT

Exhibit A - Annexation and Designation of 66 acres to the R-1-8 Zoning District



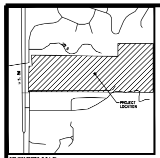
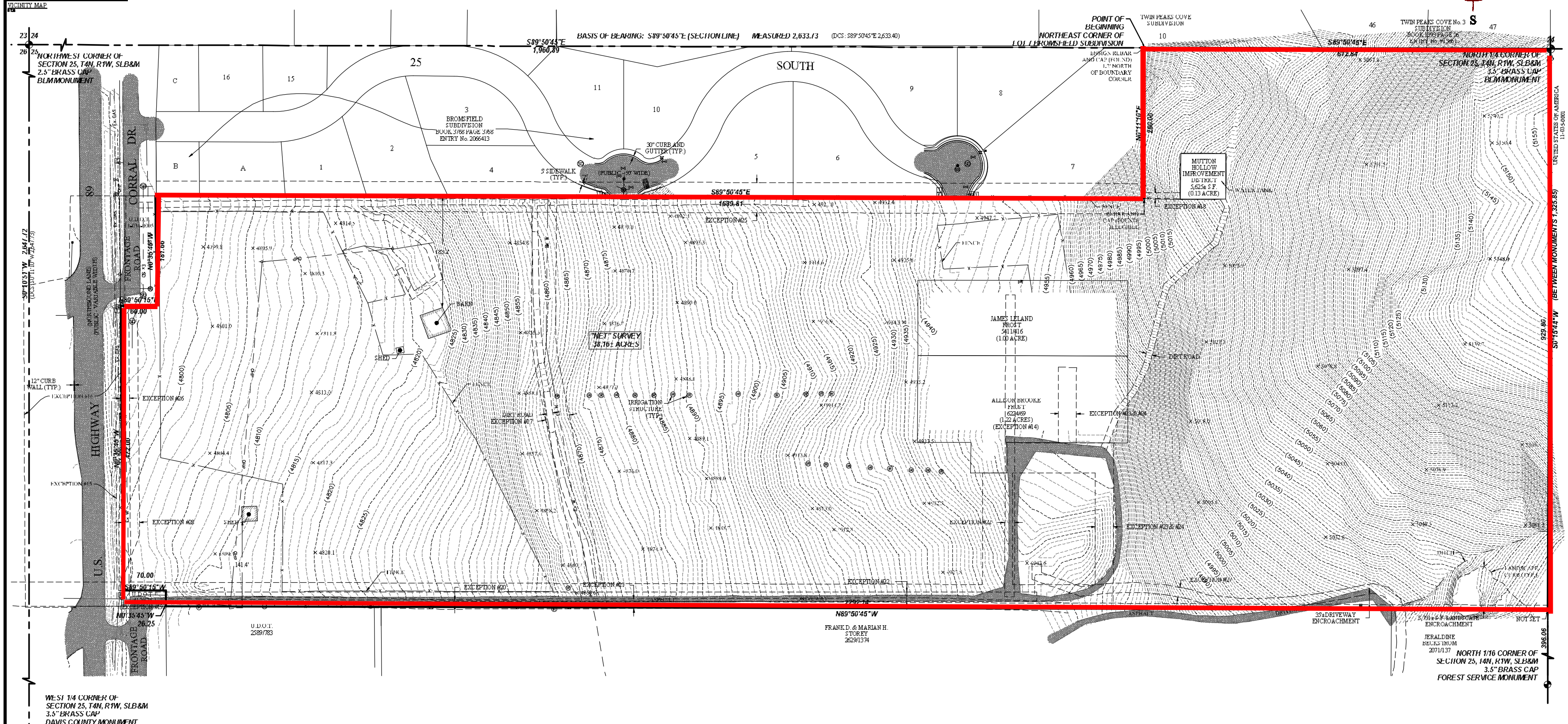


Exhibit B

ALTA/ACSM LAND TITLE SURVEY



LEGEND

- (XXXX) EXIST. CONTOUR MAJOR
- (XXXX) EXIST. CONTOUR MINOR
- Ex SD EXIST. STORM DRAIN
- Ex SS EXIST. SANITARY SEWER
- Ex W EXIST. CULINARY WATER
- Ex GAS EXIST. GAS LINE
- EXIST. DITCH
- EDGE OF ASPHALT PAVEMENT
- x EXIST. FENCE
- SECTION MONUMENT
- EXIST. SD INLET, MH & COMBO BOX
- EXIST. SEWER MH
- EXIST. WATER VALVE & WATER METER
- EXIST. FIRE HYDRANT
- EXIST. TELEPHONE BOX
- EXIST. IRRIGATION BOX
- EXIST. ELECTRIC BOX
- EXIST. POWER POLE
- + (XXXX.X) EXIST. SPOT ELEVATION
- XXXX/XXXX DEED BOOK/PAGE PER DAVIS COUNTY RECORDER
- DCS DAVIS COUNTY SURVEY
- ASPHALT PAVEMENT

NOTES

1. The purpose of this Survey is to provide an ALTA\ACSM Land Title Survey & certification for the parcel graphically depicted and described hereon. Along with the Title Report (record boundary) descriptions, a 'net' Survey Description with gross and net acreage has been created and included on this Survey for our client's use and review.
2. A Title Commitment prepared by Bonneville Superior Title Company Inc., Ogden, Utah, File Number: 01459-12300, Effective Date: April 10, 2015, was utilized in the preparation of this Survey. Focus Engineering & Surveying, LLC is entitled to rely on the accuracy of that report, and is not liable for errors and omissions based on the reliance of said Title Report. Unless noted otherwise, all record parcels and title exceptions noted on this Survey are referenced from said document.
3. The Basis of Bearing for this Survey is S89°50'45"E along the Section line from the Northwest Corner to the North ¼ Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base & Meridian. All deeds and plats of record utilized in the course of this Survey have been rotated to match the aforementioned basis of bearing, or to other Section\monument lines relative to said basis of bearing per measured lines shown hereon.
4. Vertical data (contour lines and\or spot elevations, etc.) is based on the NGVD29 elevation of 4785.26 published by the Davis County Surveyor on the Northwest Corner of Section 25, T4N, R1W.
5. #5 rebar & cap (FOCUS ENG) to be set at all boundary corners unless noted otherwise.
6. This drawing, its design, and invention thereof, is the property of Focus Engineering & Surveying, LLC, and is submitted to, and is for the exclusive use of the client referenced on the Survey. Only copies authorized in writing and individually signed and sealed by the Surveyor, or certified copies on file in the office of the respective County Surveyor may be used as the official work of the Surveyor.
7. Except as specifically stated or shown on this drawing, no attempt has been made as a part of this Survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, contact the appropriate agency.
8. Except as specifically stated or shown on this drawing, this Survey does not purport to reflect any of the following which may be applicable to the properties shown hereon: easements, encumbrances, building setback lines, restrictive covenants, subdivision restriction, zoning, or other land use restrictions. Underground utilities have been shown hereon based on observed evidence. Additional utilities, including, but not limited to: power, phone, cable TV, water, sewer, storm drainage, etc. may exist within the boundaries of this Survey and Blue Stakes should be contacted prior to digging. Engineers, Contractors, and others that rely on this information should be cautioned that the locations of the existing utilities may not be relied upon as being exact or complete. Additional exploration, verification and relocation of existing utilities will be the sole responsibility of any contractor prior to, or during construction of any additional improvements.

SURVEYOR'S CERTIFICATE

To: Discovery Development, LLC; Frost Family Real Estate, LLC; Bonneville Superior Title Company; Stewart Title Guaranty Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes item #5 of Table A thereof.

Dennis P. Carlisle — Date
Professional Land Surveyor
Certificate No. 172675

FOCUS®
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

ALTA/ACSM LAND TITLE SURVEY

LOCATION: NW1/4 SECTION, 25, T4N, R1W, SLB&M
KAYSVILLE, UTAH
PROPERTY OF: FROST FAMILY REAL ESTATE, LLC
PREPARED FOR: DESTINATION HOMES

REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

Scale: 1"=80'	Drawn: SWL
Date: 5/21/2015	Job #: 15-088
Sheet: 1 OF 1	

Z:_2015\15-088 Frost Property\design 15-088\dwg\ALTA\15-088 ALTA.dwg

ORDINANCE 18-11-1
(Frost Property Annexation**)**

AN ORDINANCE ANNEXING REAL PROPERTY LOCATED AT APPROXIMATELY 1402 NORTH HIGHWAY 89 INTO THE CITY AND EXTENDING THE CORPORATE LIMITS OF THE CITY

WHEREAS, the City has determined that the property located at approximately 1402 North Highway 89 is part of an existing unincorporated property contiguous to Kaysville City; and

WHEREAS, this property is identified in the Kaysville City Annexation Policy Plan Expansion Area Map; and

WHEREAS, the City Council adopted an Annexation Agreement expressing Kaysville City's intent to annex said property; and

WHEREAS, the City Council has determined that in their judgment, this annexation meets the standards set forth in the Utah State Code, and the noticing requirements therein have been satisfied; and

WHEREAS, the Kaysville City Council deems it to be in the best interest of the City and its citizens to annex the real property described herein to Kaysville City.

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

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

SECTION II: **Enactment.** That the following described real property is hereby annexed to Kaysville City, and the corporate limits of the City are hereby extended to include said real property:

Beginning at the Northeast Corner of Bromsfield Subdivision, said point being on the south line of Layton City, the south line of Twin Peaks Cove No. 3 Subdivision, and the section line at a point South 89°50’45” East 1960.90 feet along the section line from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian and running;

Thence South 89°50’45” East 672.84 feet along the south line to the Southeast Corner of Layton City, the south line to the Southeast Corner of Twin Peaks Cove No. 3 Subdivision, and along the quarter section line to the North Quarter Corner of said Section 25;

Thence South 0°15’44” West 1304.10 feet along the quarter section line to the north line of Kaysville City;

Thence South 89°36’29” West 2529.44 feet along the north line of Kaysville City and beyond, to, along and beyond the north line of Crestwood Lane Subdivision, to the west line of U.S. Highway 89 (Mountain Road) and the east line of Kaysville City and beyond, to the extension of the south line of Bromsfield Subdivision and the extension of the south line of Layton City;

Thence South 89°50’45” East 1869.86 feet to and along the south line to the Southeast Corner of Layton City and also to and along the south line to the Southeast Corner of Bromsfield Subdivision;

Thence North 0°11’10” East 250.00 feet along the east line of Layton City and also along the east line of Bromsfield Subdivision to the point of beginning.

Contains 2,871,834 square feet, 65.928 acres.

SECTION III: Upon annexation this property is assigned the R-1-8 zoning districts as shown on the attached map.

SECTION IV: That the City Recorder is directed to file a certified copy of the plat of said real property and a certified copy of this ordinance of annexation with the Davis County Recorder.

SECTION V: **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 the said ordinance.

SECTION VI**:** **Effective date**. This ordinance shall go into effect at the expiration of the 20th day after publication or posting or the 30th day after final passage as noted below or whichever of said days is more remote from the date of passage thereof and thereupon the annexation of this property shall be deemed complete and the said territory herein described shall be deemed and held to be a part of this City, and the inhabitants thereof shall thereafter enjoy the privileges of and be subject to the Ordinances and Regulations and taxing powers of Kaysville City.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **1st day of November, 2018.**

____
Katie Witt
Mayor

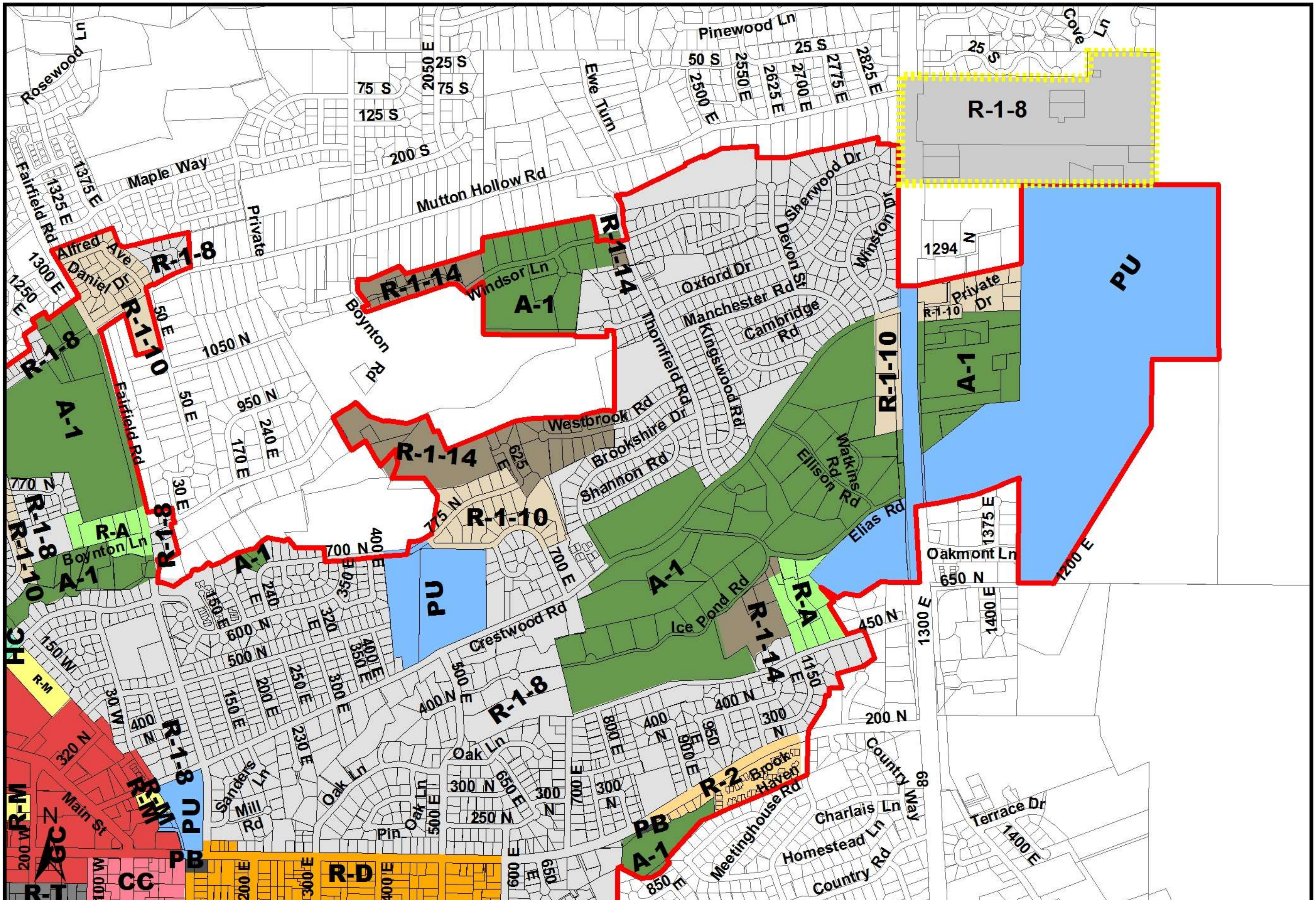
ATTEST:

____
Maria T. Devereux
City Recorder

APPROVED AS TO FORM:

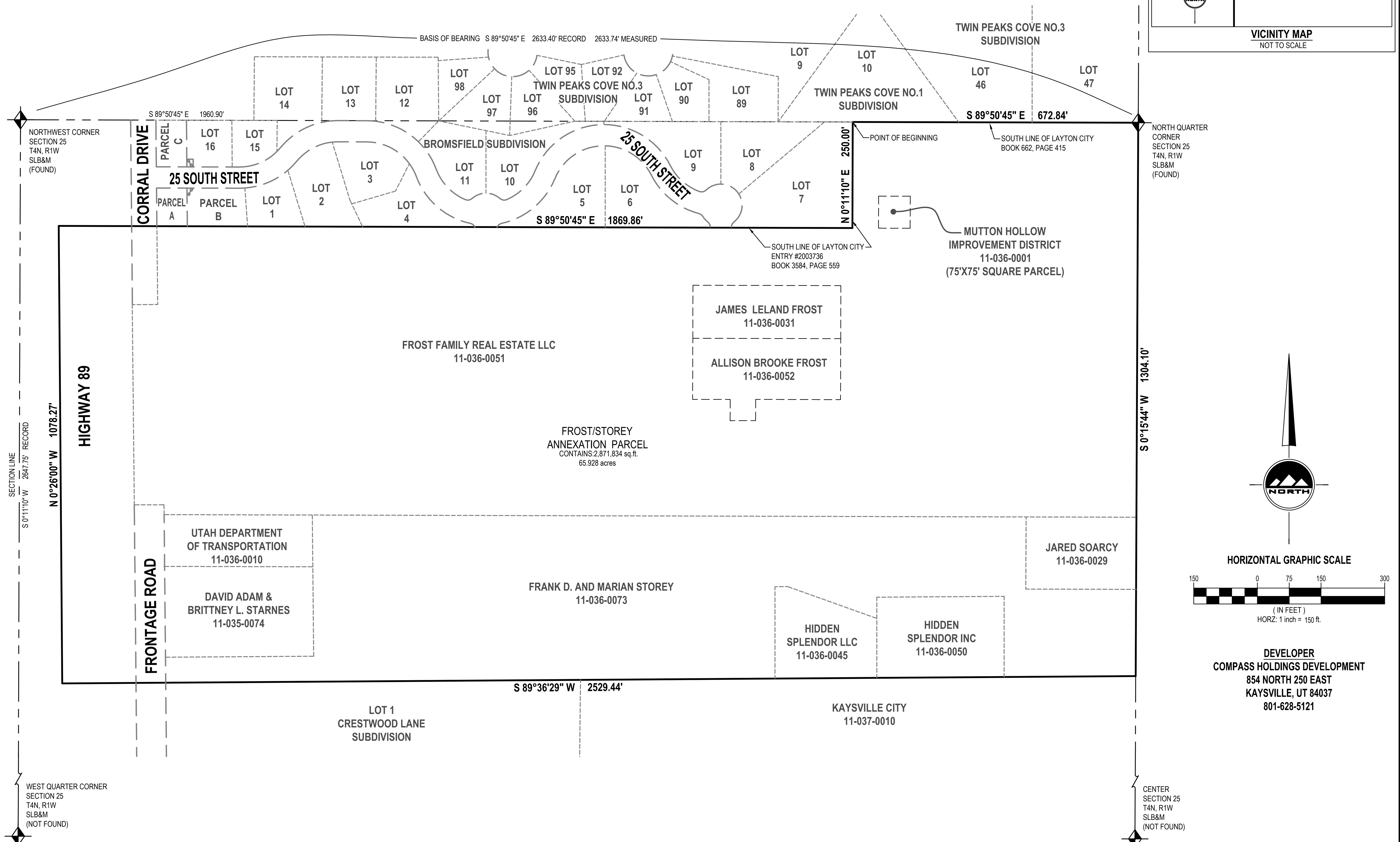
____
Nicholas C. Mills, City Attorney

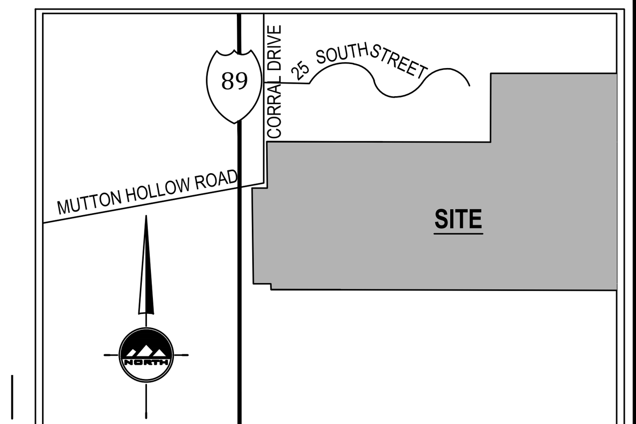
Annexation and zoning designation of 66 acres to the R-1-8 zoning district.



FROST /STOREY ANNEXATION PLAT TO KAYSVILLE CITY

**LOCATED IN THE NORTHWEST QUARTER
OF SECTION 25
TOWNSHIP 4 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
DAVIS COUNTY, UTAH**





VICINITY MAP
NOT TO SCALE

DEVELOPER
**COMPASS HOLDINGS DEVELOPMENT
854 NORTH 250 EAST
KAYSVILLE, UT 84037
801-628-5121**

SURVEYOR'S CERTIFICATE

I, **KEITH R. RUSSELL** do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 164386 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify that this Plat is a true and accurate map of the tract of land to be annexed into Kaysville City, Utah , County of Davis.

BOUNDARY DESCRIPTION

Beginning at the Northeast Corner of Bromsfield Subdivision, said point being on the south line of Layton City, the south line of Twin Peaks Cove No. 3 Subdivision, and the section line at a point South 89°50'45" East 1960.90 feet along the section line from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;

Thence South 89°50'45" East 672.84 feet along the south line to the Southeast Corner of Layton City, the south line to the Southeast Corner of Twin Peaks Cove No. 3 Subdivision, and along the quarter section line to the North Quarter Corner of said Section 25;

Thence South 0°15'44" West 1304.10 feet along the quarter section line to the north line of Kaysville City;

Thence South 89°36'29" West 2529.44 feet along the north line of Kaysville City and beyond, to, along and beyond the north line of Crestwood Lane Subdivision, to the west line of U.S. Highway 89 (Mountain Road), also being the east line of Kaysville City;

Thence North 0°26'00" West 1078.27 feet along the west line of U.S. Highway 89, (Mountain Road) and the east line of Kaysville City and beyond, to the extension of the south line of Bromsfield Subdivision and the extension of the south line of Layton City;

Thence South 89°50'45" East 1869.86 feet to and along the south line to the Southeast Corner of Layton City and also to and along the south line to the Southeast Corner of Bromsfield Subdivision;

Thence North 0°11'10" East 250.00 feet along the east line of Layton City and also along the east line of Bromsfield Subdivision to the point of beginning.

Contains 2,871,834 square feet, 65.928 acres.

10-24-18
Date:

Keith R. Russell
License no. 164386

PROFESSIONAL LAND SURVEYOR
No. 164386
KEITH R. RUSSELL
10-24-18
STATE OF UTAH

KAYSVILLE CITY APPROVAL

I, CERTIFY THAT I AM THE DULY APPROVED QUALIFIED AND ACTING CITY RECORDER OF KAYSVILLE CITY, A MUNICIPAL CORPORATION OF UTAH, AND THAT THE FOREGOING PLAT OF LANDS SOUGHT TO BE ANNEXED TO SAID CITY, WITH A PETITION OF THE MAJORITY OF THE PROPERTY OWNERS OF THE REAL PROPERTY EMBRACED THEREIN FOR SUCH ANNEXATION WERE FILED IN MY OFFICE ON THE ________ DAY OF ____________________ A.D., 20__________, THAT THE QUESTION OF SUCH ANNEXATION WAS DULY SUBMITTED TO AND VOTED ON BY THE CITY COUNCIL OF KAYSVILLE CITY AT IT'S MEETING DAILY CONVENED AND HELD ON THE ________ DAY OF ____________________ A.D., 20__________, THAT ON SUCH VOTE MORE THAN TWO THIRDS OF ALL MEMBERS OF SAID COUNCIL VOTED IN FAVOR OF SAID ANNEXATION; AND THAT THE FOREGOING PLAT IS THE PLAT REFEREED TO IN KAYSVILLE CITY ORDINANCE NO. __________ DULY ORDAINED BY SAID COUNCIL ON THE ________ DAY OF ____________________ A.D., 20__________, DECLARING SAID ANNEXATION

WITNESS MY HAND AND SEAL THIS ________ DAY OF ____________________ A.D., 20__________,

____________________, ____________________,
KAYSVILLE CITY RECORDER KAYSVILLE CITY MAYOR

FROST PROPERTY ANNEXATION PLAT TO KAYSVILLE CITY

LOCATED IN THE NORTHWEST QUARTER
OF SECTION 25
TOWNSHIP 4 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

ENTRY NO. ________________.
FEE PAID ______________ .
RECORDED AND FILED AT THE REQUEST OF KAYSVILLE CITY CORPORATION.
RECORDED THIS______ DAY OF ______, 20________,
IN BOOK ________ AT PAGE ______.

DAVIS COUNTY RECORDER

BY ____________________
DEPUTY RECORDER

LEGEND

SECTION CORNER
BOUNDARY LINE
CENTER LINE
ADJACENT BOUNDARY LINE
RIGHT OF WAY LINE
SECTION LINE

SHEET 1 OF 1

PROJECT NUMBER : L2343A
MANAGER : K.RUSSELL
DRAWN BY : A.SHELBY
CHECKED BY : M.HERBST
DATE : 10/24/18

ENSIGN

LAYTON
1485 W. Hillfield Rd. Ste 204
Layton UT 84041
Phone: 801.547.1100
Fax: 801.593.6315

SALT LAKE CITY
Phone: 801.255.0529
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

CITY ENGINEER'S APPROVAL

I HEREBY CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUSES AND ORDINANCES PREREQUISITE TO APPROVAL BY THE CITY ENGINEER OF THE FOREGOING PLAT AND DEDICATIONS HAVE BEEN COMPLIED WITH.

DATE KAYSVILLE CITY ENGINEER

DAVIS COUNTY SURVEYOR

THIS PLAT IS HEREBY APPROVED AS A FINAL LOCAL ENTITY PLAT AS REQUIRED BY UTAH CODE 17-23-20
APPROVED THIS ________ DAY OF ____________________, 20________,

DAVIS COUNTY SURVEYOR COUNTY SURVEYOR SEAL

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

811 Know what's below. Call before you dig.

BENCHMARK

BENCHMARK IS THE NORTH QUARTER CORNER SECTION 27, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (FOUND)

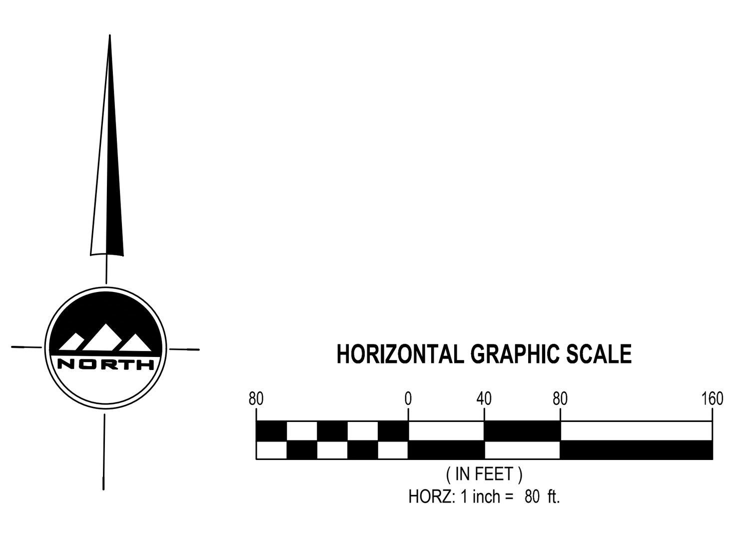
ELEVATION = 4432.25

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1 INSTALL 2.5' CURB AND GUTTER

2 INSTALL 4.0' SIDEWALK



LEGAL DESCRIPTION

Beginning at the Northeast Corner of Bromsfield Subdivision, said point being on the south line of Layton City, the south line of Twin Peaks Cove No. 3 Subdivision, and the section line at a point South 89°50'45" East 1960.90 feet along the section line from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;

Thence South 89°50'45" East 672.84 feet along the south line to the Southeast Corner of Layton City, the south line to the Southeast Corner of Twin Peaks Cove No. 3 Subdivision, and along the quarter section line to the North Quarter Corner of said Section 25;

Thence South 0°15'44" West 929.80 feet along the quarter section line;

Thence North 89°50'40" West 1692.78 feet to the east line of the east Frontage Road of U.S. Highway 89 (Mountain Road);

Thence North 0°35'40" West 23.26 feet along the east line of the East Frontage Road of State Highway No. 89, (Mountain Road);

Thence South 89°50'15" West 70.00 feet along the north line of the East Frontage Road of State Highway No. 89, (Mountain Road) to the east line of State Highway No. 89, (Mountain Road);

Thence North 0°35'45" West 472.00 feet along the east line of State Highway No. 89, (Mountain Road) to the south line of the East Frontage Road of State Highway No. 89, (Mountain Road);

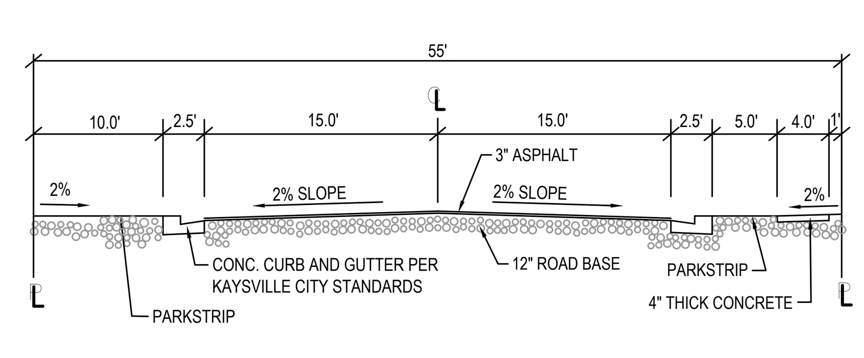
Thence North 89°50'15" East 60.00 feet along the south line to the Southeast Corner of the East Frontage Road of State Highway No. 89, (Mountain Road);

Thence North 0°35'45" West 184.66 feet along the east line of the East Frontage Road of State Highway No. 89, (Mountain Road) to the Southwest Corner of Bromsfield Subdivision;

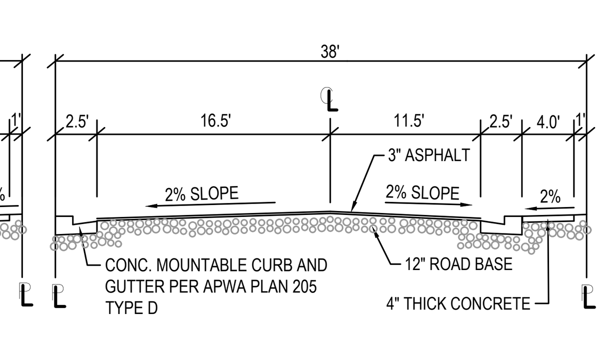
Thence South 89°50'45" East 1638.71 feet along the south line to the Southeast Corner of Bromsfield Subdivision;

Thence North 0°11'10" East 250.00 feet along the east line of Bromsfield Subdivision to the point of beginning.

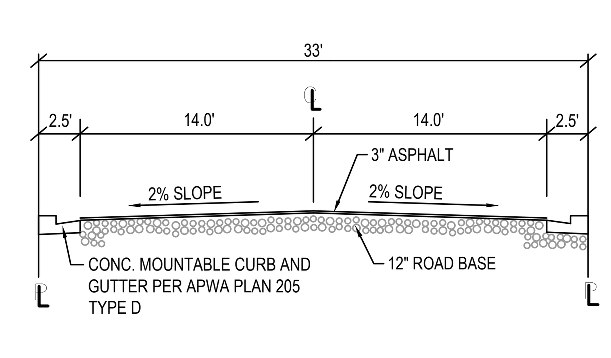
Contains 1,763,959 square feet, 40.495 acres.



TYPICAL 55 FOOT ROAD CROSS SECTION



TYPICAL 38 FOOT ROAD CROSS SECTION



TYPICAL 33 FOOT ROAD CROSS SECTION

NOTES

1. LOTS 1-76 ARE ZONED R-1-10.
   A. FRONT YARD SETBACK IS 20'
   B. SIDE YARD SETBACK IS 8' AND 5' WITH 10' MINIMUM BETWEEN STRUCTURES
   C. REAR SETBACK IS 15'
2. LOTS 77-80 AND 91-92 ARE ZONED R-1-14.
   A. FRONT YARD SETBACK IS 20'
   B. SIDE YARD SETBACK IS 8'
   C. REAR SETBACK IS 15'
3. LOTS 81-90 ARE ZONED R-1-20.
   A. FRONT YARD SETBACK IS 20'
   B. SIDE YARD SETBACK IS 8'
   C. REAR SETBACK IS 15'

OVERALL DEVELOPMENT LAND USE TABLE	
OVERALL AREA	1,763,959 sq.ft.
TOTAL LOTS	92
DENSITY	2.27 UNITS/ACRE

PHASE 1,2,3 LAND USE TABLE	
OVERALL AREA	922,772 sq.ft.
TOTAL LOTS	76
OPEN SPACE PROVIDED	117,496 sq.ft.
OPEN SPACE REQUIRED	92,348 sq.ft.

PHASE 4 LAND USE TABLE	
OVERALL AREA	841,187 sq.ft.
TOTAL LOTS	16

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
1485 W. Hill Field Rd., Ste. 204
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
COMPASS HOLDINGS DEVELOPMENT
854 N 250 E
KAYSVILLE, UT 84037

CONTACT:
CHALEH TRUJILLO AND MATT YEATES
PHONE: 801-628-5121

ORCHARD RIDGE ESTATES

125 SOUTH CORRAL DRIVE
KAYSVILLE, UTAH

PROFESSIONAL ENGINEER No. 5049039 CAMERON HESS PRESTON STATE OF UTAH 9-6-18

PRELIMINARY SITE PLAN

PROJECT NUMBER L2343

PRINT DATE 9/12/18

DRAWN BY J.MOSS

CHECKED BY C.PRESTON

PROJECT MANAGER C.PRESTON

Orchard Ridge Estates

A Planned Residential Unit Development

A Project presented by

OVATION
HOMES

Utah's Premier
One-Level Living Experience

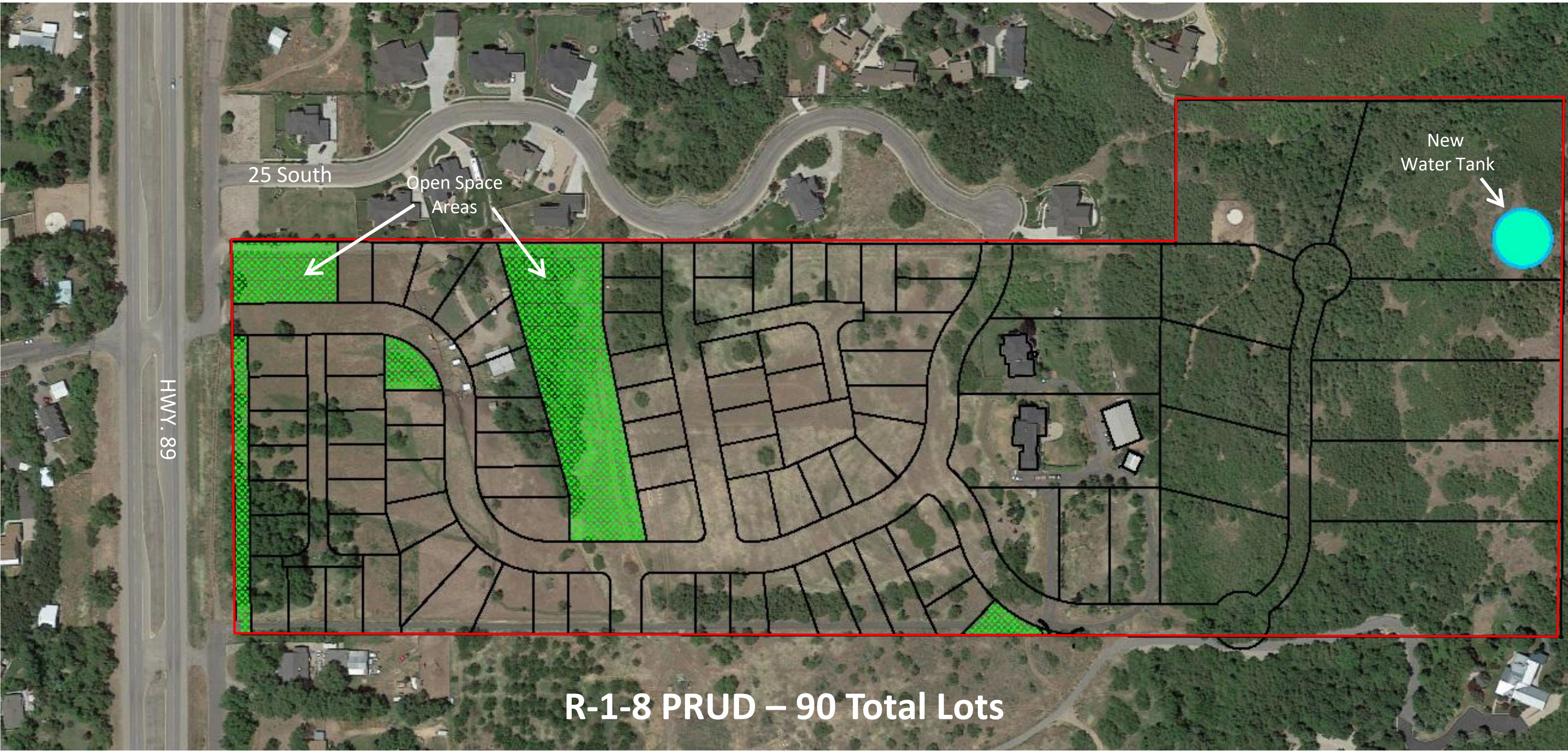
Kaysville City Council Meeting • November 1, 2018

Orchard Ridge Estates PRUD

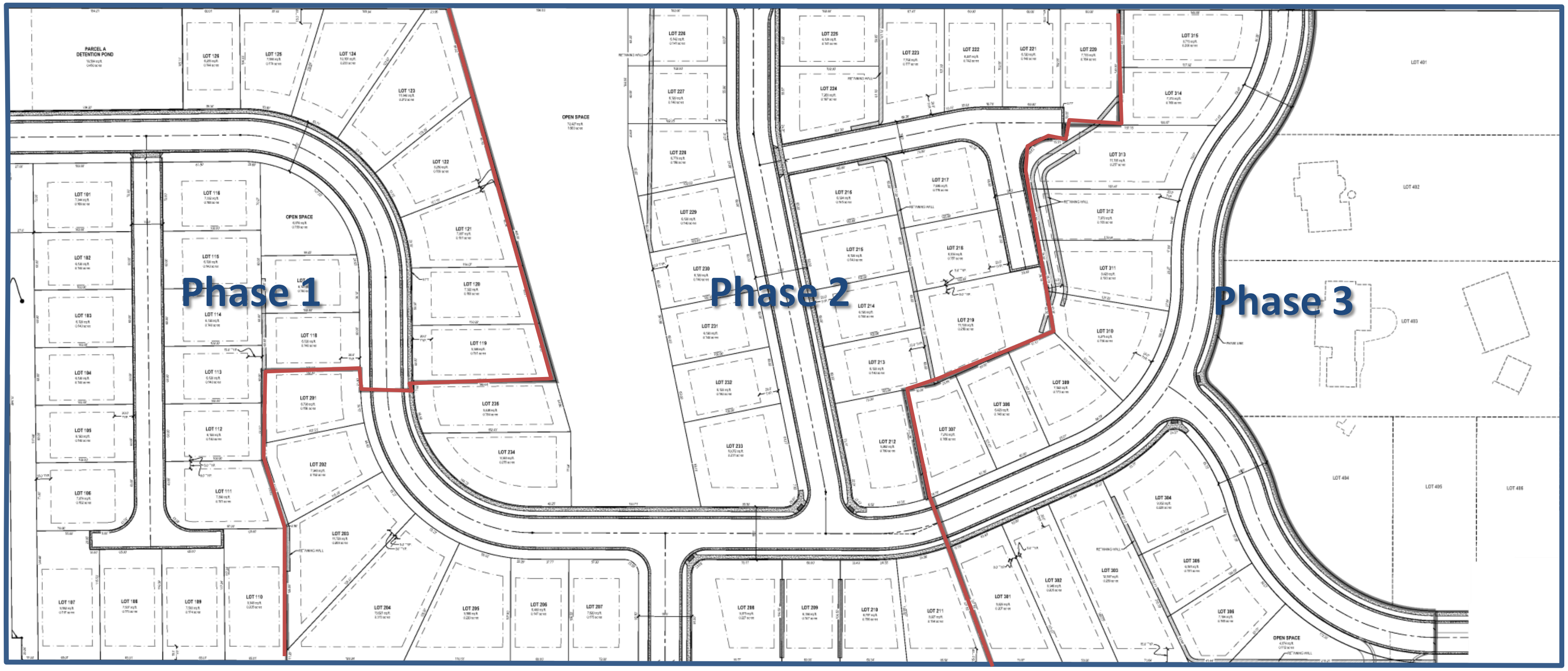
Plat Boundary

Orchard Ridge Estates PRUD

Overall Plat



Subdivision Plat



OVATION
HOMES

Utah’s Premier
One-Level Living Experience

About Us

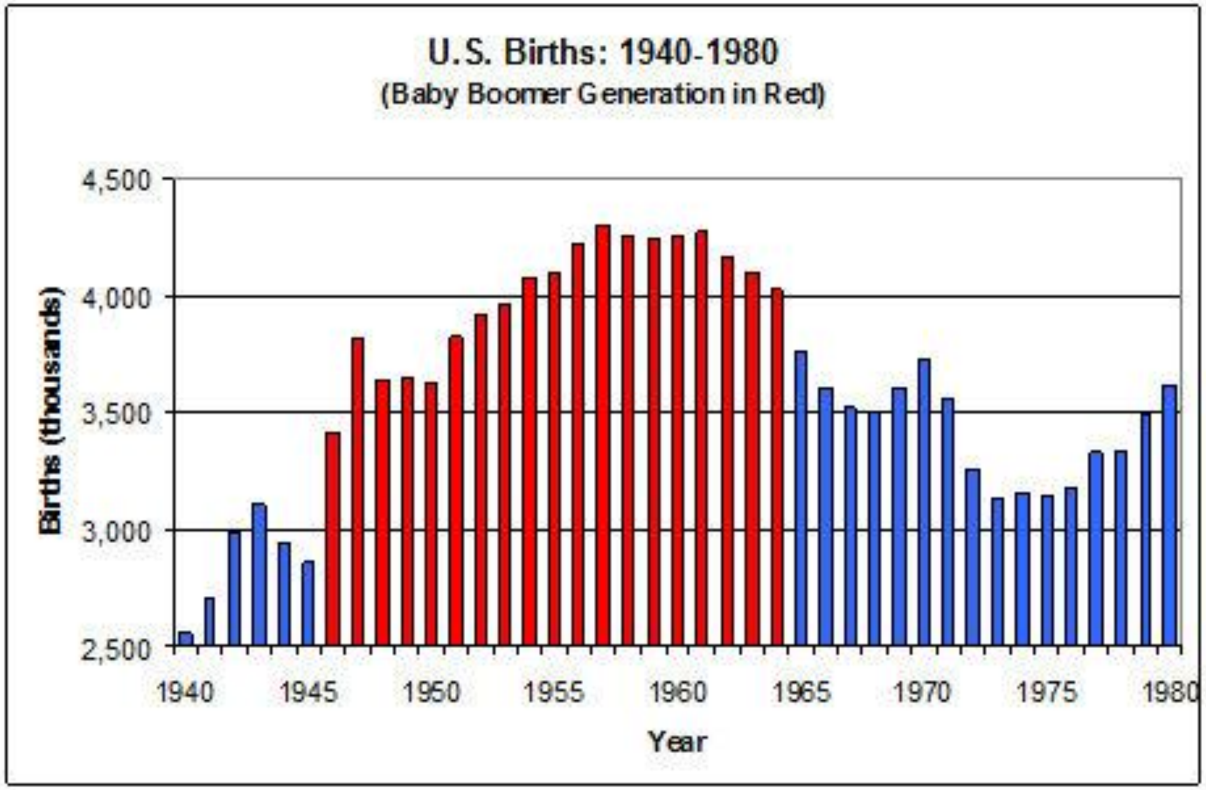
- We are a Utah based company with over 35 years of experience building homes.
- We specialize in building homes for retired, active-adults who want the benefits of true one-level living.
- We have proprietary techniques that offer our clients solid construction and luxury at an affordable price.
- We are setting new quality benchmarks and record sales in active-adult homes.

Award winning and nationally recognized designs

801.444.3639 • OvationHomesUtah.com

OVATION HOMES

Our Buyers



Our key demographic is the Baby Boomers who were born between 1946 and 1964

Our Standard Features

- Spacious Living and Storage Areas
- Master Suites and Baths
- 2 & 3 Car Garage Floor Plans
- Full Landscaping, Sprinklers & Vinyl Fencing
- Lawn Care and Snow Removal

Spacious Living

OVATION HOMES

Spacious Living

Master Suites

Master
Bedroom

Master
Bathroom

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Choose Your Garage Space

Large 3 Car Garage Plan

Large 2 Car Garage Plan

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OVATION HOMES

Lawn & Snow Maintenance

No More Shoveling Snow

No More Mowing Lawns

Presence in Davis County

- Ovation Homes has primarily had a presence in Davis and Weber Counties.
- We're looking forward to establishing a solid relationship with, and bringing value to many communities in Kaysville.
- Our clients are anchor citizens who beautify and take care of their property.
- Many of our buyers live close to where our communities are built.

OVATION
HOMES

Utah's Premier
One-Level Living Experience

in Kaysville

STAFF REPORT

COUNCIL MEETING DATE: **November 1, 2018**
ITEM NO.: **5. a.**

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

SUBJECT/AGENDA TITLE: **Architectural RFQ**

EXECUTIVE SUMMARY:

Over the past three years there has been much discussion about the spatial needs of the City. In 2015 Kaysville City commissioned a "Spatial Needs Assessment" from an architectural firm, JRCA. This assessment was broad and took into account each department in the city and what their perceived needs might be from the present day until "build-out".

The purpose of this discussion item is to recommend an architect with whom we should work moving forward on meeting the needs of the city.

Council Options: Discuss this recommendation and decide if there is consensus from the Council to move this item to an Action item where a contract might be executed.

Recommendation: At this time Staff recommends moving this item to ACTION and instructing staff to pursue a contract to be tentatively adopted at the November 15 City Council Meeting.

Fiscal Impact & Fund Source for Recommended Action:
This contract will impact the city financially depending on the size and scope of the final project.

Attachments: None at this time.

STAFF REPORT

COUNCIL MEETING DATE: November 1, 2018
ITEM NO.: 6c

TYPE OF ITEM: **Work Item**
PRESENTED BY: **Josh Belnap, Public Works Director**

SUBJECT/AGENDA TITLE: Discussion about City Policy on Sidewalk Payments from Residents

EXECUTIVE SUMMARY:

Kaysville City Public Works would like to see full improvements (curb, gutter and sidewalk generally) along all City streets, where practical. We would like to implement a uniform policy for approaching the projects in the areas where they are currently lacking, to help clarify and expedite this process.

Council Options: Discuss this recommendation and decide if there is consensus from the Council to move this item to an Action item

Recommended Options: Staff recommends moving this to an action item and instructing staff to implement a uniform policy at the November 15th City Council Meeting.

Fiscal Impact & Fund Source for Recommended Action: This policy will impact the City's general, road utility and storm water utility funds, depending on the final policy.

Attachments: Slides on funding improvements.

STAFF REPORT

MEETING DATE: November 1, 2018 **ITEM NUMBER:**

TYPE OF ITEM: Work Item

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Amendments to Chapter 16-13, Retail Tobacco Specialty Business

EXECUTIVE SUMMARY:

The proposed amendments to Chapter 16-13 are primarily for the purpose of bringing Kaysville City's ordinances into conformity with recent changes in State Law as to what is or isn't a Retail Tobacco Specialty Business.

In addition to aligning Kaysville City's definitions and requirements with the State, the proposed ordinance removes the requirement for the city to review a background check before approving a business license for a Retail Tobacco Specialty Business. This is in part to keep our processes consistent with how the city reviews applications for other businesses who sell similar products, and in part because these businesses are already highly regulated by other agencies who are conducting these reviews.

COUNCIL OPTIONS: Move the item to an action item agenda or give direction for additional changes before moving to an action item agenda.

RECOMMENDED OPTIONS: Staff recommends that the ordinance be moved to an action item agenda as written.

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

ATTACHMENTS: proposed ordinance.

ORDINANCE NO. 18-11-2

AN ORDINANCE AMENDING CHAPTER 16-13, RETAIL TOBACCO SPECIALTY BUSINESS, OF TITLE 16, LICENSING CONTROL AND REGULATION OF BUSINESS, OF THE REVISED ORDINANCES OF KAYSVILLE CITY PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Utah State Legislature passed Senate Bill 324 during the 2018 legislative session establishing new requirements for the licensing of a tobacco retailer; and

WHEREAS, Kaysville City has determined that the proposed changes are in the best interest of the City and its residents;

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 16-13, RETAIL TOBACCO SPECIALTY BUSINESS, of Chapter 16, LICENSING CONTROL AND REGULATION OF BUSINESS, of the Revised Ordinances of Kaysville City, 1993, is amended as follows:

CHAPTER 13

RETAIL TOBACCO SPECIALTY BUSINESS

16-13-1 Purpose.

The purpose of this Chapter is to license and regulate the operation of Retail Tobacco Specialty Business within Kaysville City.

16-13-2 Definitions

As used in this Chapter:

~~BCI – Means Utah Bureau of Criminal Identification.~~

Community Location – Means:

(a) A public or private kindergarten, elementary, middle, junior high or high school;

(b) A licensed child-care facility or preschool;

(c) A trade or technical school;
(d) A church;
(e) A public library;
(f) A public playground;
(g) A public park;
(h) A youth center or other space used primarily for youth oriented activities;
(i) A public recreational facility; or
(j) A public arcade.
(k) For a new license issued on or after July 1, 2018, a homeless shelter.

~~Disqualifying Status – Means anything specifically defined in this Chapter as requiring the denial or suspension of a license and any of the following:~~

~~(a) The Applicant has been criminally convicted of:~~
~~(i) felony homicide,~~
~~(ii) physically abusing, sexually abusing, or exploiting a minor,~~
~~(iii) the sale or distribution of controlled substances, or~~
~~(b) sexual assault of any kind;~~
~~(c) Criminal charges currently pending against the Applicant for:~~
~~(i) felony homicide,~~
~~(ii) physically abusing, sexually abusing, or exploiting a minor,~~
~~(iii) the sale or distribution of controlled substances, or~~
~~(iv) sexual assault of any kind;~~
~~(d) The Applicant has been criminally convicted of a felony within the last ten (10) years;~~
~~(e) The Applicant has been incarcerated in a Federal or State prison within the past five years;~~
~~(f) The Applicant has been criminally convicted of a misdemeanor within the past five years involving a crime of:~~
~~(i) moral turpitude, or~~
~~(ii) violent or aggravated conduct involving persons or property;~~
~~(g) A final civil judgment has been entered against the Applicant within the last five (5) years indicating that:~~
~~(i) the Applicant had either engaged in fraud, or intentional misrepresentation or~~
~~(ii) that a debt of the Applicant was non-dischargeable in bankruptcy pursuant to 11 U.S.C. §523(a)(2), (a)(4), (a)(6), or (a)(19);~~
~~(h) The Applicant is currently on parole or probation to any court, penal institution, or governmental entity, including being under house arrest or subject to a tracking device;~~
~~(i) The Applicant has an outstanding arrest warrant from any jurisdiction; or~~
~~(j) The Applicant is currently subject to a protective order based on physical or sexual abuse issued by a court of competent jurisdiction.~~

Public Retail Floor Space – Means the total floor square feet of the business where a customer can see, retrieve, or purchase any item that is offered for sale by the general tobacco retailer, including all areas behind the purchase counter, and including appurtenant areas used for storage.

Retail Tobacco Specialty Business – Means a commercial establishment in which:

(a) The sale of Tobacco Products accounts for more than 35% of the total quarterly annual gross receipts for the establishment;

~~(b) Food and beverage products, excluding gasoline sales, is less than 45% of the total annual gross receipts for the establishment; and~~

~~(c) The establishment is not licensed as a pharmacy under Title 58, Chapter 17b, Pharmacy Practice Act of the Utah Code.~~

(b) 20% or more of the public retail floor space is allocated to the offer, display, or storage of tobacco products;

(c) 20% or more of the total shelf space is allocated to the offer, display, or storage of tobacco products; or

(d) The retail space features a self-service display for tobacco products.

Self-Service Display –means a display of a cigarette, tobacco, or an electronic cigarette to which the public has access without the intervention of a retailer or retailer's employee.

Tobacco Product – Means:

(a) Any cigar, cigarette, or electronic cigarette as defined in Section 76-10-101 Utah Code;

(b) A tobacco product as defined in Section 59-14-102 ~~59-17-102~~ Utah Code, including:

(i) chewing tobacco, or

(ii) any substitute for a tobacco product, including flavoring or additives to tobacco; and

(c) Tobacco paraphernalia as defined in Section 76-10-104.1 Utah Code.

16-13-3 License

A business entity that conducts a retail tobacco specialty business shall be licensed in accordance with this Chapter and other licensing provisions of the Revised Ordinances of Kaysville City.

16-13-4 Location Restrictions

(1) The City will not issue a license to a Retail Tobacco Specialty Business if it is located within:

(a) 1,000 feet of a Community Location;

(b) 600 feet of another retail tobacco specialty business; or

(c) 600 feet of property used or zoned for:

(i) agriculture use, or

(ii) residential use.

(2) For purposes of Subsection (1), the proximity requirements shall be measured in a straight line from the nearest entrance of the retail tobacco specialty business to the nearest property

boundary of a location described in Subsections (1)(a)(i) through (iii), without regard to intervening structures or zoning districts.

16-13-5 License Application

Application for a Retail Tobacco Specialty Business license shall include the following:

(1) An affirmation that the Applicant has received and reviewed the provisions of this Chapter.

(2) Contact Information:

(a) Applicant's true, correct and legal name, including any former names or aliases used during the last ten (10) years;

(b) Applicant's telephone number, home address and mailing address, if different;

(c) If different from the Applicant, the name, address, and telephone number of the responsible person or entity; and

(d) The address by which all notices to the Applicant required under this Chapter are to be sent.

(3) An in-person verification by the License Officer of the Applicant's true identity by use of any of the following which bear a photograph of said Applicant:

(a) A valid driver's license issued by the State;

(b) A valid passport issued by the United States;

(c) A valid identification card issued by any State;

(d) A valid identification issued by a branch of the United States military.

Upon verification of identity, the original identification submitted to establish proof of identity shall be returned to the Applicant.

(4) Proof that either the Applicant, or the responsible person or entity, has registered with the Utah State Department of Commerce.

(5) A sales tax number for either the Applicant or for the responsible person or entity.

(6) Proof that the retailer holds a valid tobacco retail permit issued by the Davis County Health Department.

(7) Proof that the retailer holds a Cigarette, Tobacco, E-Cigarette License from the state Tax Commission.

~~(6) An original BCI background check (Utah Code, 53-10-108(1)(b)).~~

~~(7) Responses to the following questions:~~

~~(a) Has the Applicant been criminally convicted of:~~

~~(i) felony homicide,~~

~~(ii) physically abusing, sexually abusing, or exploiting a minor,~~

~~(i) the sale or distribution of controlled substances, or~~

~~(ii) sexual assault of any kind?~~

~~(b) Are any criminal charges currently pending against the Applicant for:~~

~~(i) felony homicide,~~

~~(ii) physically abusing, sexually abusing, or exploiting a minor,~~

~~(iii) the sale or distribution of controlled substances, or~~

~~(iv) sexual assault of any kind?~~

~~(c) Has the Applicant been criminally convicted of a felony within the last ten (10) years?~~
~~(d) Has the Applicant been incarcerated in a Federal or State prison within the past five (5) years?~~
~~(e) Has the Applicant been criminally convicted of a misdemeanor within the past five (5) years involving a crime of:~~
~~(i) moral turpitude, or~~
~~(ii) violent or aggravated conduct involving persons or property?~~
~~(f) Has a final civil judgment been entered against the Applicant within the last five (5) years indicating that:~~
~~(i) the Applicant had either engaged in fraud, or intentional misrepresentation, or~~
~~(ii) that a debt of the Applicant was non-dischargeable in bankruptcy pursuant to 11 U.S.C. §523(a)(2), (a)(4), (a)(6), or (a)(19)?~~
~~(g) Is the Applicant currently on parole or probation to any court, penal institution, or governmental entity, including being under house arrest or subject to a tracking device?~~
~~(h) Does the Applicant have an outstanding arrest warrant from any jurisdiction?~~
~~(i) Is the Applicant currently subject to a protective order based on physical or sexual abuse issued by a court of competent jurisdiction?~~

(8) Payment of such fees as determined applicable by the City, which shall not exceed the reasonable cost of processing the application and issuing the License.

16-13-6 Issuance of License

(1) The Applicant's submission of the Application authorizes the City to verify information submitted with the completed Application including:
(a) The Applicant's address;
(b) The Applicant's or Entity's state tax identifications numbers, if any;
(c) The validity of the Applicant's proof of identity.

(2) The City may consult any publically available sources for information on the Applicant, including but not limited to, databases for any outstanding warrants, protective orders, or civil judgments.

16-13-7 Denial, Suspension or Revocation of a License

(1) Upon review, the License Officer shall refuse to issue a License to an Applicant or revoke a license for any of the following reasons:
(a) The Application is not complete;
(b) The Applicant fails to:
(i) establish proof of identity,
~~(ii) provide a BCI background check, or~~
~~(iii)~~ (ii) pay the Fees.

~~(c) The Completed Application or BCI background check indicates that the Applicant has a Disqualifying Status;~~

~~(d) The Applicant has previously been denied a license by the City, or has had a license revoked for grounds that still constitute a Disqualifying Status under this Chapter;~~

~~(e)~~ (c) The information submitted by the Applicant at the time of the granting of the license is found to be incomplete or incorrect;

~~(f) Since the submission of the completed Application, the Applicant is subject to previously undisclosed or unknown Disqualifying Status;~~

~~(g) Failure to complete payment of the fees;~~

~~(h) Since the submission of the Application, the City has received a report regarding the past or present conduct of the Applicant which constitutes Disqualifying Status;~~

~~(i) Since the submission of the Application, the City or other governmental entity has either criminally convicted or obtained a civil injunction against the Applicant for violating this Chapter or similar Federal, State, or municipal laws in a manner rising to the level of a Disqualifying Status; or~~

~~(j) Since the submission of the Application, a final civil judgment has been entered against the Applicant indicating that:~~

~~(i) the Applicant had either engaged in fraud, or intentional misrepresentation, or~~

~~(ii) that a debt of the Applicant was non-dischargeable in bankruptcy pursuant to 11 U.S.C. §523(a)(2), (a)(4), (a)(6), or (a)(19).~~

(d) The licensee engages in a pattern of unlawful activity under Utah Code Title 76, Chapter 10, Part 16, Pattern of Unlawful Activity Act;

(e) The licensee violates the regulations restricting the sale and distribution of cigarettes and smokeless tobacco to protect children and adolescents issued by the United States Food and Drug Administration, 21 C.F.R. Part 1140.

(2) Upon determination of the License Officer to deny an Applicant's Application or revoke a license, the City shall cause written notice to be sent to the Applicant or Licensee by the method indicated in the Application. The Notice shall specify the grounds for the denial or suspension or revocation, the documentation or information the City relied on to make the decision, the availability of the documentation for review by Applicant upon one (1) business day notice to the City, and the date upon which the denial, suspension, or revocation of the license shall take effect. It shall further state that the Applicant or Licensee shall have ten (10) business days from the receipt of the notice of denial, suspension or revocation to appeal the same. The denial, suspension or revocation of the license shall be effective no sooner than two (2) calendar days from the date the notice is sent. The denial, suspension or revocation shall remain effective unless and until the order is rescinded, overturned on appeal, or determined by a court to be contrary to equity or law. Failure to appeal automatically results in revocation of the license.

16-13-8 Appeal

An Applicant whose license has been denied, suspended or revoked shall have the right to appeal to the City Council or its designee (Appeals Authority). Any appeal must be submitted by either the Applicant or legal counsel. The procedures and requirements in Section 16-1-18, Appeal, of this Title shall apply.

<u>16-13-9 Compliance with Other Laws</u>

The owners, operators and employees of all retail tobacco specialty businesses shall comply with all Federal, State and local statutes, ordinances, rules and regulations applicable to such businesses.

<u>16-13-10 Penalty</u>

A violation of any provisions of this Chapter shall be a class B misdemeanor and shall be punished according to law.

<u>SECTION III:</u> **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.

<u>SECTION IV:</u> **Effective Date.** This ordinance shall take effect 20 days after being passed and adopted by the City Council.

PASSED AND ADOPTED by the City Council of Kaysville City, Utah this ____th day of __________________________, 2018.

____

Katie Witt
Mayor

ATTEST:

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Maria T. Devereaux
City Recorder