



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, February 7, 2019, starting at 6:45 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT. A Public Hearing will be held prior to the council meeting at 6:30 p.m.

PUBLIC HEARING – 6:30 PM

1. Vacation of 0.14 Acres of Right-of-Way on 100 North Street at Approximately 650 East.

CITY COUNCIL MEETING – 7:00 PM

The agenda shall be as follows:

1. OPENING
 - a. Provided by Council Member Larry Page.
2. RECOGNITIONS AND PRESENTATIONS
 - a. Pickleball Court Update – Tammy Wursten.
 - b. Department Report, Community Development – Lyle Gibson, Director.
3. DECLARATION OF ANY CONFLICTS OF INTEREST
4. CONSENT
 - a. Minutes from January 17, 2019.
 - b. Appointment of Annemarie Plaizier as Kaysville City Recorder.
 - c. Appointment of Maria Devereux as Kaysville City Deputy Recorder.
 - d. Service Trucks Purchase – Power Department.
 - e. Award of Bid for the Schick Lane Storm Water Project.
5. ACTION ITEMS
 - a. Vacation of 0.14 Acres of Right-of-Way on 100 North Street at Approximately 650 East.
6. WORK ITEMS
 - a. Historic Preservation Committee Ordinance Discussion.
 - b. Kaysville/Fruit Heights Museum Committee Collection Request.

- c. Amendment to the Agreement for the Annexation and Development of Land between Kaysville City and Compass Holdings Development, LLC and Capital Reef Management, LLC.
 - d. Review of Service Line Warranties of America Agreement.
- 7. CALL TO THE PUBLIC (3 Minute time limit, must sign up in person)
 - 8. COUNCIL MEMBER REPORTS
 - 9. CITY MANAGER REPORT
 - 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) 546-1235.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on February 4, 2019.

Maria T. Devereux

Maria T. Devereux
City Recorder

STAFF REPORT



MEETING DATE: February 7, 2019

ITEM NUMBER:

TYPE OF ITEM: Public Hearing and Action Item

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: VACATING A PORTION OF 100 NORTH STREET

EXECUTIVE SUMMARY:

In May of 2017 the Kaysville City Council voted to approve the vacation of a portion of 100 North Street, the same which is currently under review subject to approval of a final plat for the proposed Whisper Hollow Development by the petitioner.

Since that time litigation has ensued from neighboring property owners in regards to the subdivision and the vacation of the right-of-way.

At the behest of the court, Kaysville City has been asked to re-notice a public hearing and reconsider this street vacation. In accordance with this request, the city has received a new petition to vacate the subject right-of-way and has sent notice as outlined by the court to all property owners within 300 feet of the right of way in consideration.

Report from May 18, 2017

Mr. Prince is working to develop land at the east end of 100 North Street. Currently the pavement terminates but the right of way continues for another 200 feet or so. Mr. Prince has the property on the north and south sides of the right of way under contract. As seen in exhibit B the property being considered for development extends past the paved street about 147 feet. There is still another 50 feet or more of right of way east of that.

If vacated the right-of-way would go to the properties fronting the street to the north and south, half of to the property to the north and half to the property to the south. In this case the proposed development on the Stewart Family Trusts property fronts the property both on the north and south side. The Briggs family also owns the property on both sides of the right of way on the east end and would acquire the remainder.

10-9a-609.5 Vacating a street, right-of-way, or easement states that the legislative body shall hold a public hearing to determine whether good cause exists for the vacation; and the public interest or any person will be materially injured by the proposed vacation. The City Council may adopt an ordinance granting a petition to vacate some or all of the right-of-way based in its findings.

COUNCIL OPTIONS: Approve the petition to vacate a portion of 100 North Street and direct staff to complete the legal description for the property indicated in the attached maps and record a copy of the attached ordinance with the Davis County Recorder’s Office.

Deny the petition for the street vacation.

Table a decision pending additional information.

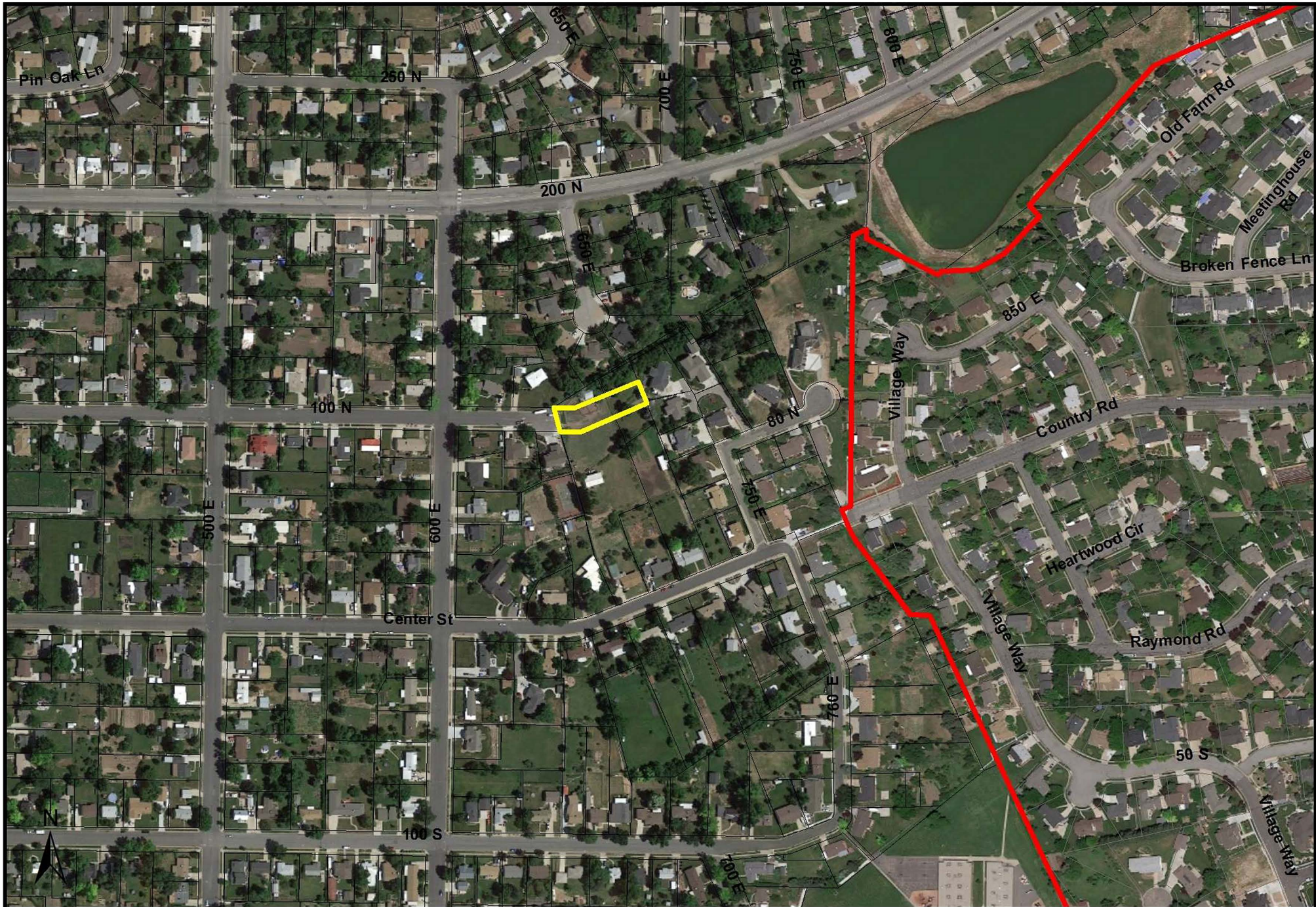
RECOMMENDED OPTIONS:

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

ATTACHMENTS: Location Map
 Street Vacation Ordinance
 Petition to vacate a portion of 100 North Street



100 North Street at Approximately 650 East



ORDINANCE NO. _____

VACATING A PORTION OF 100 NORTH STREET, KAYSVILLE CITY, DAVIS COUNTY, STATE OF UTAH; PROVIDING FOR THE RECORDING OF SUCH ORDINANCE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the governing body of Kaysville City, State of Utah, has determined that there is good cause for vacating the portion of 100 North Street at about 650 East, an areas of approximately .014 acres; and

WHEREAS, the City has caused to be published a “Notice of Proposal To Vacate a Portion of 100 North Street and Public Hearing Theron,” for the purpose of calling a Public Hearing to consider the question of whether or not the portion of said street should be vacated; and

WHEREAS, said Public Hearing was held at the Kaysville Municipal Center on Thursday February 7, 2019; and

WHEREAS, after due deliberation by the Mayor and City Council, it is now found and determined that good cause exists for vacating said portion of 100 North Street and that neither the public interest nor any person will be materially injured by the vacation and that it is in the best interest of the City and its inhabitants to vacate said portion of said Street;

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

SECTION 1: PORTIN OF 100 NORTH STREET VACATED

The portion of 100 North Street at about 650 East, an area of approximately 0.14 acres and the same is hereby vacated as a public street, which said portion of said street is more particularly described as follows;

LEGAL DESCRIPTION HERE

SECTION 2: RECORDING OF ORDINANCE

Upon passage, a copy of this Ordinance shall be recorded in the office of the County Recorder of Davis County, State of Utah.

SECTION 3: EFFECTIVE DATE

1. This Ordinance shall take effect 20 days after being passed and adopted by the City Council.

APPROVED AND ADOPTED this 7th day of February, 2019.

Katie Witt
Mayor

ATTEST:

Annemarie Plazier
City Recorder

I, Annemarie Plazier, do hereby certify that I am the duly appointed, qualified and acting City Recorder of Kaysville City, Davis County, State of Utah. I further certify that the above, foregoing and attached Ordinance entitled VACATING A PORTION OF 100 NORTH STREET, KAYSVILLE CITY, DAVIS COUNTY, STATE OF UTAH; PROVIDING FOR THE RECORDING OF SUCH ORDINANCE AND ESTABLISHING AN EFFECTIVE DATE constitutes a true and correct copy of such Ordinance passed and adopted by the City Council of said City on Thursday February 7, 2019, as said Ordinance officially appears in my office as such Recorder.

IN WITNESS THEREOF, I have hereunto subscribed my official signature and impressed hereupon the official seal of said Kaysville City this 7th day of February, 2019.

Annemarie Plazier
City Recorder

(SEAL)

HOTEL BARONS STG, LLC

PO BOX 1692, Bountiful, UT 84011-1692 | 801.599.0757

December 26, 2018

To: Kaysville City Community Development
Attn: Lyle Gibson – Zoning Administrator
23 East Center Street
Kaysville, Utah 84037

From: Spencer Prince
Authorized Representative of Hotel Barons, LLC
1641 South 150 East
Kaysville, Utah 84037
Phone: (801) 698-6789
Email: spencerlaneprince@gmail.com

Craig Larsen
Hotel Barons
576 West 900 South Ste. 105
Woods Cross, Utah 84010
Email: craig@legacydesigngroup.net

Re: Request to vacate undeveloped 100 North Street right of way

Mr. Gibson:

We are currently working on developing a parcel of land at the east end of 100 North Street in Kaysville at about 650 East where the paved street terminates into undeveloped property. As part of the development process and to secure an ordinance formally vacating the right of way, we are requesting that the City of Kaysville vacate the undeveloped extension of the 100 North rights of way. Hotel Barons LLC is the legal owner of two parcels of land on the North and South side of the City right of way, directly adjacent to existing development and continuing east for approximately 147 feet. Matthew and Valerie Briggs are the owners of 2 additional parcels on the North and South side of the City right of way adjacent to the east of the Hotel Barons LLC parcels.

Properties owned by Hotel Barons LLC are the following:

- All of the 0.15 acre parcel of land with Tax ID #11-115-0084.
- 1.09 acres of the parcel of land with Tax ID #11-115-0099.
- After vacating the right of way, the development will consist of approximately 1.33 acres total.

As required by Utah State code section 17-27a-609.5 "the name and address of each owner of record of land that is:

- (i) adjacent to the public street, right-of-way, or easement; or
- (ii) accessed exclusively by or within 300 feet of the public street, right-of-way, or easement;" is provided in the attached spreadsheet.

Please send out the appropriate notifications regarding a public hearing on this matter at the nearest appropriate City Council meeting to the property owners listed on the attached spreadsheet. Should you need any additional information or assistance please do not hesitate to contact us.

Thank you,



Spencer Prince


Craig Larsen

Attachments: name and mailing address of each owner of record of land that is:

- (i) adjacent to the public street, right-of-way, or easement; or
- (ii) accessed exclusively by or within 300 feet of the public street, right-of-way, or easement

Whisperhollow Subdivision: Lots within 300' of ROW vacation per county GIS map

Name	Mailing Address	Parcel ID
TAYLOR, JOHN DAVID & AMY M - TRUSTEES	636 EAST 100 NORTH, Kaysville, UT 84037	117300002
WOOLSTON, DAVID F & IRMA M - TRUSTEES	628 EAST 100 NORTH, Kaysville, UT 84037	117300001
ALLEN, MICHAEL J	610 EAST 100 NORTH, Kaysville, UT 84037	111150165
MAJOR, BRENT M & LINDA G - TRUSTEES	78 NORTH 600 EAST, Kaysville, UT 84037	116060001
SCHOFIELD, DEE A & JAMES J	62 NORTH 600 EAST, Kaysville, UT 84037	116060002
LINDSAY, STEPHEN D & AMANDA I	40 NORTH 600 EAST, Kaysville, UT 84037	116060003
COX, CURTIS	615 EAST CENTER STREET, Kaysville, UT 84037	116060004
RUSSELL, STEPHEN & KAREN L - TRUSTEES	675 EAST CENTER STREET, Kaysville, UT 84037	111150193
STEWART, GILBERT SIDNEY	689 EAST CENTER STREET, Kaysville, UT 84037	111150198
THOMAS, ANDREW M & ELIZABETH L	703 EAST CENTER STREET, Kaysville, UT 84037	111150102
PERRY, BRIAN R	719 EAST CENTER ST, Kaysville, UT 84037	111150200
TUCK, STACY L & LANCE D	67 NORTH 750 EAST, Kaysville, UT 84037	111150076
GEORGE, JONATHAN R	78 NORTH 750 EAST, Kaysville, UT 84037	116020001
SPEARS, JOHN E & ANDREA	99 NORTH 760 EAST, Kaysville, UT 84037	111150185
SPEARS, JOHN E & ANDREA	99 NORTH 760 EAST, Kaysville, UT 84037	111150184
COLLIER, KEVIN E & STACY F AND DURAN, NICO	637 EAST 200 NORTH, Kaysville, UT 84037	111410016
KAVARANA, FIRDOSH & HEATHER	779 EAST 80 NORTH, Kaysville, UT 84037	114970007

Name	Mailing Address	Parcel ID
MAXFIELD, DALE	140 NORTH 650 EAST, Kaysville, UT 84037	111410015
ZJAH-UTAH LLC	15 SOUTH COUNTRY LN, Fruit Heights, UT 84037	111150189
BRIGGS, MATTHEW W & VALERIE JO	775 EAST 80 NORTH, Kaysville, UT 84037	111150192
BRIGGS, MATTHEW W & VALERIE JO	775 EAST 80 NORTH, Kaysville, UT 84037	111150191
BRIGGS, VALERIE J & MATTHEW W	775 EAST 80 NORTH, Kaysville, UT 84037	114970004
BATEMAN, JAMES E & JACQUELYN MARIE	771 EAST 80 NORTH, Kaysville, UT 84037	114970003
CARLE, ELLEN J & MARTIN L	767 EAST 80 NORTH, Kaysville, UT 84037	114970002
RIGBY, LANCE J	79 NORTH 750 EAST, Kaysville, UT 84037	111150082
HOTEL BARONS LLC	388 WEST PADDOCK LN, Kaysville, UT 84037	111150199
HOTEL BARONS LLC	388 WEST PADDOCK LN, Kaysville, UT 84037	111150084
TAYLOR, JASON R & JOANNA - TRUSTEES	702 EAST 200 NORTH, Kaysville, UT 84037	112720002
CHENEY, YESENIA A	674 EAST 200 NORTH, Kaysville, UT 84037	111410013
NEEDHAM, REBECCA JEAN & KENNETH EUGENE	164 NORTH 650 EAST, Kaysville, UT 84037	111410010
JOHNSON, LAUREN ELIZABETH & SCOTT ALLEN	154 NORTH 650 EAST, Kaysville, UT 84037	111410009
MAXFIELD, DALE	140 NORTH 650 EAST, Kaysville, UT 84037	111410015
BIESINGER, GRANT & AMBER	133 NORTH 650 EAST, Kaysville, UT 84037	111410007
AVERY, BARRY H & CAROL W - TRUSTEES	141 NORTH 650 EAST, Kaysville, UT 84037	111410005
NAYLOR, HEIDI L AND LIBERTINI, DONNA B	153 NORTH 650 EAST, Kaysville, UT 84037	111410004

Name	Mailing Address	Parcel ID
BEAZER, BRYCE & DENISE	162 NORTH 600 EAST, Kaysville, UT 84037	111150091
VANCE, DANIEL GLEN	148 NORTH 600 EAST3, Kaysville, UT 84037	111150092
AUSTIN, H GLENN & EVELYN-TRUSTEES	130 NORTH 600 EAST, Kaysville, UT 84037	111150081
MEHR, AARAN	619 EAST 100 NORTH, Kaysville, UT 84037	111150083
TICE, JERRY G & SUE ANN	633 EAST 100 NORTH, Kaysville, UT 84037	111410006

KAYSVILLE CITY PUBLIC HEARING NOTICE

Notice is hereby given that the Kaysville City Council will hold a public hearing on Thursday, February 7, 2019, at 6:30 p.m., in the Council Room of the Kaysville City Municipal Center, 23 East Center, Kaysville, to consider:

The vacation of 0.14 acres of right-of-way on 100 North Street at approximately 650 East.

I hereby certify that I posted a copy of the foregoing Public Hearing notice on the municipality's official website by January 25, 2019.

Should you have any questions regarding the request you may contact the Kaysville City Community Development office at 801-546-1241.

Maria Devereux
City Recorder

STAFF REPORT



COUNCIL MEETING DATE: February 7, 2019

ITEM NO.:

TYPE OF ITEM: Consent

PRESENTED BY:

SUBJECT/AGENDA TITLE: Equipment Purchase

EXECUTIVE SUMMARY:

Purchase of two (2) vehicles, the first vehicle with service body is for the new Journeyman Substation Tech. The second vehicle with service body is to replace a 2005 Line Crew service vehicle. In the attachment are the service body quotes from Signature Equipment, Semi Service Inc. and Mountain States Industrial Services. All three (3) meet our specifications. We recommend Signature Equipment.

Council Options: Approve / Disapprove

Recommended Options: Approve

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

Attachments: Quotes for Service Body, State Contract for Vehicles and Total Cost.

Brett Thomas

From: Jeff Ferguson <jeff@signatureequipment.com>
Sent: Friday, January 25, 2019 8:36 AM
To: Brett Thomas
Subject: Re: Update Pricing

I've confirmed, my pricing is still good for another 30 days. Expires now on 2/30/2019

Jeff Ferguson

(801) 232-1883
jeff@signatureequipment.com

90 South 5100 West
Salt Lake City, Utah 84104



On Fri, Jan 25, 2019 at 7:51 AM Brett Thomas <bthomas@kaysvillecity.com> wrote:

Good morning Jeff,

Sorry for the horrible delay on this quote process. I have been having a terrible time trying to get all of the quotes I need before others expire. We thought we finally had it but my boss just told me this morning that some had expired again. Your quote shows it expired on 1/20/2019. Sorry again but can I trouble you for a new quote to present to city council. Thank you again for your time on this matter.

Thanks,

Bret Thomas

Kaysville City Power

From: Jeff Ferguson <jeff@signatureequipment.com>
Sent: Thursday, December 20, 2018 4:05 PM

To: Brett Thomas <bthomas@kaysvillecity.com>

Subject: Update Pricing

Brett,

Updated pricing. 24 week lead time.

thanks

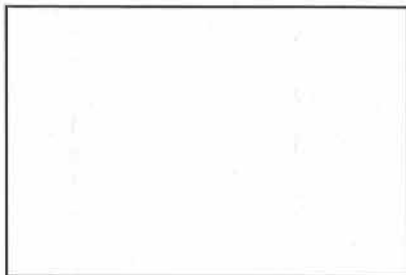
Jeff Ferguson

(801) 232-1883

jeff@signatureequipment.com

90 South 5100 West

Salt Lake City, Utah 84104





90 South 5100 West
Salt Lake City, Utah 84120

Quote

Date	Quote #
8/22/2018	618394

Name / Address
Bret Thomas Kaysville City Power

Rep	Project
JF	2018

Description	Qty	Total
Reading Classic II Service Body as per Kaysville City Power.	1	12,588.00T
Accessories to service body		0.00
Go-Light (2) permanently mounted with controls	1	1,378.00T
Amber Light Bar	1	349.99T
Vise - Mounted on rear bumper	1	425.00T
Amber Warning Strobes (6) Installed. 4 in front Grille, 2 at Rear Side Pack	1	431.45T
Install Load Boost Springs on rear axle	1	425.00T
Freight/Shipping	1	1,800.00T
All other materials and specifications are to be installed by Reading.		
Additional Body Specifications Attached.		
Price includes the freight and installation		0.00
Total		\$17,397.44



Quotation

Q 098104

12/05/2018

Expires: 1/20/2019

**To: SIGNATURE EQUIPMENT
90 SOUTH 5100 WEST
SALT LAKE CITY UT 84104**

Attention: JEFF FERGUSON

Price

THIS QUOTATION VOIDS AND SUPERCEDES PREVIOUS QUOTATION
#Q-097614 DATED 8/22/2018

KAYVILLE CITY P&L

QUANTITY _____ (1-4 UNITS) _____ PRICED EACH

FOR MOUNTING ON A 2019 FORD MODEL F-350 4x4 CAB AND CHASSIS HAVING A CAB TO
REAR AXLE DIMENSION OF 56" AND EQUIPPED WITH STANDARD SINGLE REAR
TIRES.(GAS)

STANDARD READING MODEL U98AHH WR LH FF SINGLE WHEEL CLASSIC II
SERVICE BODY

THIS IS A NEW CONFIGURED BODY INCLUDING THE FOLLOWING:

- 5" UNDERSTRUCTURE
- 40" COMPARTMENT HEIGHT
- 48-1/2" FLOOR WIDTH
- 14-1/2" COMPARTMENT DEPTH
- 28", 47" & 23" FRONT TO BACK COMPARTMENT WIDTHS
- ROADSIDE FRONT FUEL FILL HOLE
- LIGHT HOLES
- SINGLE WHEEL LED LIGHT KIT INSTALLED
- POWDER COATED READING WHITE

INCORPORATE SINGLE POINT STAINLESS STEEL "T" HANDLE LOCKS ON
DOOR IN LIEU OF STANDARD (THIS INCLUDES REAR DROP DOWN DOOR)

INCORPORATE A CENTER VERTICAL FULL HEIGHT PARTITION IN FRONT
VERTICAL COMPARTMENT ROADSIDE

FURNISH (2) SLOTTED SHELVES IN FRONT PORTION OF ROADSIDE FRONT
COMPARTMENT

FURNISH (8) SPECIAL ADJUSTABLE SHELF DIVIDERS FOR (2) SPECIAL
SLOTTED SHELVES IN FRONT PORTION OF FRONT VERTICAL COMPARTMENT
ROADSIDE

(Continued)

Bob Gehr

Quoted By



Quotation

Q 098104

12/05/2018

Expires: 1/20/2019

To: SIGNATURE EQUIPMENT
90 SOUTH 5100 WEST
SALT LAKE CITY UT 84104

Attention: JEFF FERGUSON

Price

FURNISH AND INSTALL (3) SWIVEL & LOCK (1) HOOK ASSEMBLIES IN REAR
PORTION OF FRONT VERTICAL COMPARTMENT ROADSIDE (0-2-1)

INCORPORATE SHELF RETAINER TAB IN HORIZONTAL COMPARTMENT
ROADSIDE AND CURBSIDE

FURNISH (1) ADDITIONAL SLOTTED SHELF IN HORIZONTAL COMPARTMENT
ON BASE ROADSIDE (TOTAL OF (2) SHELVES)

ELIMINATE SLOTTED SHELF IN REAR VERTICAL COMPARTMENT ROADSIDE
AND CURBSIDE

FURNISH AND INSTALL (2) SWIVEL & LOCK (1) HOOK ASSEMBLIES IN REAR
VERTICAL COMPARTMENT ROADSIDE AND CURBSIDE (1-0-1)

FURNISH AND INSTALL (1) SWIVEL & LOCK (3) HOOK ASSEMBLY IN REAR
VERTICAL COMPARTMENT ROADSIDE AND CURBSIDE (0-3-0)

ELIMINATE SLOTTED SHELVES IN FRONT VERTICAL COMPARTMENT
CURBSIDE

FURNISH (20) ADDITIONAL SHELF DIVIDERS (TOTAL OF (40) DIVIDERS)

FURNISH (1) PLAIN PERMANENT SHELF IN FRONT VERTICAL COMPARTMENT
CURBSIDE ABOVE GRIP-N-GLIDE DRAWERS

FURNISH AND INSTALL (3) 3" HIGH GRIP-N-GLIDE DRAWERS WITH (6)
ADJUSTABLE DIVIDERS PER DRAWER IN FRONT VERTICAL COMPARTMENT
CURBSIDE

RELOCATE SLOTTED SHELF IN HORIZONTAL COMPARTMENT - CURBSIDE TO
BE ON THE BASE OF COMPARTMENT

INCORPORATE A PERMANENT FULL LENGTH SHELF WITH REAR ACCESS
DOOR CURBSIDE (DOOR SEALS)

INCORPORATE RUBBER FENDERS AROUND WHEEL CUT-OUTS IN LIEU OF
STANDARD CUT-OUTS

FURNISH #P77R SINGLE WHEEL RECESSED POOCHED BUMPER (WHITE)
(NOT INSTALLED)

INCREASE DEPTH OF RECESSED POOCHED BUMPER TO 10" DEEP IN LIEU

(Continued)

Bob Gehr



Quotation

Q 098104

12/05/2018

Expires: 1/20/2019

To: **SIGNATURE EQUIPMENT
90 SOUTH 5100 WEST
SALT LAKE CITY UT 84104**

Attention: **JEFF FERGUSON**

Price

OF 7 1/2" DEEP

INCORPORATE (2) SPECIAL BUMPER MOUNTING BRACKETS (NOT INSTALLED)

FURNISH (1) SPECIAL 98" PUNCHED METAL STORAGE BOX - ROADSIDE APPROXIMATEY 98" LONG X 14" DEEP X 12" HIGH CONSTRUCTED OF 14 GAUGE GALVANNEALED SHEET HAVING AN OPEN TOP AND PUNCHED METAL SIDES, ENDS AND BASE (NOT INSTALLED)

FURNISH AND INSTALL FLEXIBLE ADHESIVE LED STRIP LIGHTING ON BOTH SIDES OF HORIZONTAL COMPARTMENTS AND ON HINGE SIDE OF VERTICAL COMPARTMENTS - ROADSIDE AND CURBSIDE

FURNISH A SPECIAL PUNCHED ALUMINUM CAB GUARD (PRIME) (NOT INSTALLED)

FURNISH AND INSTALL (2) PIECES OF E-TRACK INSIDE FLOOR AREA - (1) ROADSIDE AND (1) CURBSIDE (E-TRACK TACK WELDED) (LOCATION TO BE DETERMINED)

FURNISH FORD 1-LIGHT HARNESS ADAPTOR FOR 56/60/84 C.A. CAB CHASSIS (NOT INSTALLED)

INCORPORATE SPECIAL PUNCHED METAL CAB GUARD TO BE POWDER COATED READING WHITE

INCORPORATE SPECIAL PUNCHED METAL 98" LONG STORAGE BOX TO BE POWDER COATED READING WHITE

POWDER COAT BUMPER READING WHITE

SPRAY LINE FRONT BULKHEAD, BOTH VERTICAL SIDE WALLS, FLOOR AND INSIDE OF TAILGATE INCLUDING TOP FLAT SURFACE OF TAILGATE WITH 1/8" THICK BLACK GATOR-HYDE LINING

SPRAY LINE TOP OF COMPARTMENTS AND TOP OF FRONT BULKHEAD WITH

(Continued)

Bob Gehr



Quotation

Q 098104

12/05/2018

Expires: 1/20/2019

To: SIGNATURE EQUIPMENT
90 SOUTH 5100 WEST
SALT LAKE CITY UT 84104

Attention: JEFF FERGUSON

Price

SAME 1/8" THICK BLACK LINING AS FLOOR AREA

SPRAY LINE TOP OF BUMPER STEP WITH 1/8" THICK BLACK GATOR-HYDE
LINING

1-4 UNITS EACH

FURNISH FORD PICK UP BED DELETE SHIP KIT 17 (NOT INSTALLED)

Option A - 1-4 UNITS EACH

ALL PRICES QUOTED ARE F.O.B. READING, PA - NOT MOUNTED, IN READING WHITE
POWDER COAT

DELIVERY: WILL BE DETERMINED AFTER RECEIPT OF AN ORDER.

NOTE: FREIGHT CHARGE NOT INCLUDED.

NOTE: PRICES QUOTED SUBJECT TO ACCEPTANCE WITHIN 30 DAYS.

THE ABOVE PRICING DISCOUNTED - NO OTHER DISCOUNTS APPLY

***Reading Truck Body, LLC is one of the leading custom body manufacturers in North America.
Our goal is to ensure that custom bodies are built to customer
specifications.***

***However, changes made after a PO has been submitted, drawings have been approved or at the
time of on-site inspection, can be costly regarding scrapped material, new
material required, additional design work and additional labor. Delivery
can also be delayed. Therefore, the following will apply to requested
changes:***

***Any requested change(s) that are different from the Purchase Order or "Signed" Approval Drawing
will result in additional Labor and/or Material charges. The changes may
also affect the delivery of production units (and a pilot unit if one has been
ordered). If charges or delivery changes apply, you will be notified.***

To:

KAYSVILLE CITY P&L

Date:

From:

Service Body

77 1/2" - (79 1/2" outside Rub rails)

RTB

98 inches long x 40 inches high x 76 inches wide

Installation Chassis cab to axle (CA) of 56 inches with single rear wheel axle.

Body Dimensions:

40 Inches - Compartment height

14 1/2 Inches - Compartment depth

49 1/2" 20 Inches - Load space width

24" 28 Inches - Top of body to the top of the floor

15 1/2" 37 Inches - Horizontal compartment height

Body Materials:

(GALVANNEAL PGD)

16 gauge galvanneal - Main body material

12 16 gauge ~~hot rolled~~ treadplate - Compartment tops

18 gauge galvanneal - Inner door panels

20 18 gauge galvanneal - Outer door panels

- 5/16" Stainless Steel continuous rod - Door Hinge ~~rod~~ (Hidden with 1/4" stainless steel pins)

- Stainless Steel - Door Hinge Sockets.

19 16 gauge galvanneal - Wheel Panels

16 14 gauge galvanneal - Front bulkhead

18 gauge galvanized - Shelving & dividers.

(GALVANNEAL PGD)

Body Floor and Understructure:

- 12 gauge ~~hot rolled~~ treadplate - Floor

- 4 inch structural steel channel full frame.

Understructure: 5" High 7, 10 & 12 GA.

Accessories:

- Stainless Steel ^{7"} ~~type B~~ Handle door latches single point.
Stud mounted latches have hidden fasteners inside the door.
Adjustable striker brackets wrap around ~~the~~ weatherstrip. *Galvanized Steel*
Stud mounted automotive style latches have interior ~~plastic~~ latch covers.
- Gas cylinder type door holders on vertically hinged doors and chain stops on horizontal compartments.
- *FLX* - ~~VIS~~ ^{17"} light ~~(30"~~ L.E.D. ~~14"~~ ~~compartment~~) compartment lights in all body compartments. *ON Hinge side of Vertical compartments & both sides of Horizontal comp.*
- Rubber rolled crown type fenders, (installed with wheel cut-outs)
- Automotive ~~bulb~~ type weatherstripping mechanically fastened to door frame with rounded corners.

Paint:

- Prime Paint Complete, FINAL COAT WHITE ~~TO~~ MATCH CAB
- ~~Roburized~~ protective undercoating *READING - primer coat*
Water BASED

Streetside Compartmentation

^{28"} 1st Vertical:

^{3"} Wide x 40" High x 14-1/2" Deep
Full Height and depth center divider.

Left Side:

- Two (2) adjustable shelves each with adjustable dividers on ^{2"} centers

Right Side: *Survival-Lock*

- Three (3) ~~fixed~~ ^{15 1/2"} material hooks installed at top 0-2-1

Horizontal Compartment: *Removable*

^{47"} ~~43"~~ Wide x ^{15"} ~~35"~~ High x 14-1/2" Deep

- One (1) ~~adjustable~~ shelf each with adjustable dividers on 6 inch centers.
- ~~Adjustable~~ ^{slotted shelf with} dividers installed in compartment bottom on 6" centers

Rear Vertical:

^{23"} ~~18"~~ Wide x 40" High x 14-1/2" Deep

- Five (5) ~~fixed~~ ^{Survival-Lock} material hooks installed at top 1-3-1

Streetside Top Mounted Basket: (Ship Loose)

98" long X 12" high X ^{14"} ~~15"~~ wide 14 gauge galvanized basket with sides and bottom punched for drainage.

(NOT installed)

Curbside Compartmentation

1st Vertical:

25" 32" Wide x 40" High x 14-1/2" Deep

- One (1) fixed shelf installed on top of drawer set.
- Three (3) material drawers mounted on 250Lbs capacity roller bearing slides.
- Each drawer has twist type handle activating latches on each side of drawer.

2" Wide x 3" High x 9-1/2" Deep 10" slots 14" Center of Drawer

(6) Adjustable dividers installed in each drawer on 2" centers.

Horizontal Compartment:

47" 15 1/2" Wide x 3" High x 14-1/2" Deep

Seven adjustable dividers in compartment bottom.

Slotted shelf with

Rear Vertical:

23" 23" Wide x 40" High x 14-1/2" Deep

- Five (5) fixed 3/8" Rod material hooks installed at top 1-3-1

Swivel-N-Lock

Hotstick Shelf:

98 Inch long shelf installed on the Curbside with a rear dropdown access door. "T"

- Stainless Steel twist type D-Handle door latches single point.
Stud mounted latches have hidden fasteners inside the door.
Striker installed in door frame for maximum opening. (Galvanized steel)
- Stud mounted automotive style latches have interior plastic latch covers.
- Automotive Bulb Type Weatherstripping.

Bubble (Ghost door seal)

Bumper: (Not installed)

- Recessed 2-section bumper 10" long X body width with grip at top. (Ship Loose.)
- 2 Inch receiver for vise mount
- Install bumper on 4" structural channel to be bolted on rear of body.
- Rear skirt to bottom of body - 12 gauge galvanized SMOOTH

Tailgate:

- Embossed Hinged tailgate 14 1/2" high X full width of bed area installed at rear of load space.

Side Pack Rear Lighting:

- Light ~~bars~~ installed on body
- Rubber mounted recessed rear lighting kit with harness - Installed
 - Two (2) stop/tail/turn lights - Peterson Brand M-417-R L.E.D.
 - Two (2) clear back up lights - Peterson Brand M417C-5P L.E.D.
 - 4-Lamp light wiring harness.

ADDITIONAL EQUIPMENT:

- Aluminum window guard assembly (Not installed)
- Go-Light (2), permanent mount with mounted controls
- Amber light bar, installed on window guard plates

(Powder coat LEADING white)

Install

- Amber warning strobes (6), 4 in front grille 2 at rear side packs
- Aluminum ladder tray, installed at slope, curb side
- Receiver hitch with 7-way RV socket

RTB

- B-track and hooks installed on load walls

Install

- 5" pipe vise, installed on mounting plate for socket - curb side rear bumper
- Load boost springs added to rear axle

RTB

- Paint body ~~Cord~~ Oxford White to match cab
- ~~Use~~ Bedliner, sprayed, bed, load walls, compartment tops, rear bumper and skirt

TOP

FORD F-350 4X4 CREW CAB - 56" CA

Install

- Oxford white
- Steel cloth, preferred equipment package, XL trim
- Trailer brake controller
- Air conditioning
- 6.2 L EFI V-8 engine
- 6-speed automatic transmission
- LT245/75R17B all season tires
- 3.73 electronic locking axle
- Power equipment group, 10,000 lbs. GVWR
- Electronic shift on the fly
- 50 state emissions
- Snow plow package
- Spare tire and wheel
- Telescoping TT mirrors, power/heated
- Center high-mount stop lamp
- Jack
- Steering wheel audio controls
- Cast aluminum wheels, 17"
- Upfitter switches
- Cloth 40/20/40 seat
- Aux. audio input jack
- Sync voice activated systems
- XL appearance package, cruise control, AM/FM stereo CD/CLK



4285 West 1385 South
Salt Lake City, Utah 84104
Phone : 1.801.521.0360
Fax : 1.801.532.7407
www.semiservice.com

QUOTATION
BWJ00763

CUSTOMER: Kaysville Power and light
CONTACT: Bret Thomas
ADDRESS: 721 W Old Mill Lane
Kaysville UT 84037
MOBILE:
WORK: 801-544-8925
FAX:
EMAIL: bthomas@kaysvillecity.com

QUOTE NUMBER: BWJ00763
QUOTE DATE: 9/15/2017
QUOTE VALID UNTIL: 10/30/2017
SALESPERSON: Bruce Johansen
MOBILE: 801-839-9669
WORK: 385-234-6281
FAX:
EMAIL: bjohansen@semiservice.com

Make: Make	Model: Model	Year: Year	Single/Dual: Single/Dual
Cab to Axle: 56.0	Cab to Tandem:	Cab Type:	VIN:

QTY	DESCRIPTION	PRICE EACH	AMOUNT
1	Service body 696J Service body OVERALL LENGTH: 97-1/4" 1V = 31-1/4" in length x 40" high OVERALL WIDTH: 78" H = 44-3/4" in length x 18-1/2" high FLOOR WIDTH: 49" 2V = 21-1/4" in length x 40" high SIDE COMPARTMENT HEIGHT: 40" STANDARD-SHELVING: Includes (2) adjustable SIDE COMPARTMENT DEPTH: 14-1/2" divider shelves each front vertical FLOOR HEIGHT: 24" compartment, (1) bolt-in divider shelf STREETSIDE COMPARTMENTATION: curbside horizontal compartment, (1) 1V = 31-1/4" in length x 40" high adjustable divider shelf each rear vertical H = 44-3/4" in length x 18-1/2" high compartment, and (28) shelf dividers. 2V = 21-1/4" in length x 40" high WARRANTY: Standard Knapheide Limited Warranty CURBSIDE COMPARTMENTATION: 1 Y TP overlay on compt tops 6 type hinge ILO std 4" structural channel understructure. *Distributor responsible for proper tire clearance. D-ring 3PT ss ILO std *Latches will not be warranted under the Knapheide limited warranty* Includes hotstick door. Vertical door gas assist On all vertical doors. LED vista lights in compt across top & both sides of ea. compt door frame LED type lights. Fenderette holes install Fender crown rubber-pair Clip door seal 96 Exterior paint fd wht 96 Paint exterior of the body Ford white. Includes back sides of doors and door frames. Some touch up may be required by distributor after shipment and handling. Interior paint fd wht 96 Includes interior of compartments only. Divider for shelf vert Divider for shelf horiz Shovel box assy 97"L ni Punched panel const. 97"L X 12"H X 16"W Shipped loose Finish paint shovel box Ford white. Some touch up may be required by distributor after shipment and handling. 78" Grip strut bumper SP With pintle hitch recess For 2017 Ford Paint bumper white Finish painted Ford white. Bumper vise socket 2" receiver Bumper vise table Light boxes: S/T/T light boxes with two light holes. To mount on rear body panels. Kit LED flush mount lts LED backup lights E-Track high compartment	\$15,231.11	\$15,231.11



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Salt Lake City, Utah 84104
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Fax : 1.801.532.7407
www.semiservice.com

QUOTATION
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QTY	PART #	DESCRIPTION	PRICE EACH	AMOUNT
		Backs, factory installed 3" from top of body E-Track high Bulkhead Factory installed 3" from top of body Kit, quick mount 96J 2017 STREETSIDE (Left) Center divider L1V Full height and depth Standard compt shelves moved to left half of compt. Combo hooks 0-2-1 L1V Installed in right half of compt. Adjustable shelf LH One adjustable and one on comp bottom. Combo hooks 1-3-1 LRV Installed toward top CURBSIDE (Right) 3 drawer unit 3-3" NR AE#32707 24"W x 12"D x 11.5"H Fixed shelf on top. Front to back dividers in each drawer. Install AE unit R1V Shelf on compt bottom RH Move standard compt shelf to bottom of compt. Combo hooks 1-3-1 RRV Installed at top Full length shelf w/rad R rear access door on curbside Plywood liner for full length shelf. *Factory installed		
1	Aluminum window Guard	Aluminum Window Guard assembly installed	\$590.17	\$590.17
2	Go-Lights	Install 20204 Go-light on window guard with switch in cab wired to Ford switch panel,	\$595.76	\$1,191.52
1	Amber Light Bar	Install Amber Light bar on window guard (center) wire to switch in cab and label as needed.	\$364.68	\$364.68
6	Amber warning lights	ECCO amber 3510A Strobe lights 4 each in front grille and 2 rear side packs of service body and wired to switch in cab.	\$179.29	\$1,075.74
1	Aluminum ladder tray	Build and installed Aluminum ladder 18" wide 8' long made with 1/8" 2 1/2" x 2 1/2" Aluminum angle. one end to have a ladder stop welded to angle and 2" x 1/8" aluminum flat bar supports welded every 12" rack to have 6" slope from front to rear, Installed on curb side.	\$1,020.53	\$1,020.53
1	TOWCU-15810	Hitch Class V Receiver. 15,000 lb capacity. Ford 2015 F-350 Bed Delete. Part # TOWCU-15810	\$414.31	\$414.31
1	BC-510A	5" pipe Vice install on vice mount on bumper RIGID BC-510A	\$457.24	\$457.24
1	FF350SCD	Front Timbrin Suspension Enhancement System for a F-250 / F-350 SUPER DUTY 2 or 4 wheel drive 2005, and 2006. Part # FF350SCD	\$593.29	\$593.29
1	BED LINER	Spray in bed liner on bed side and floor, front top of side packs, rear bumper, and fender skirts	\$1,246.88	\$1,246.88
1	HOTSTICK BOX	Install hot stick box on top of Curb side compartment In lieu of in compartment. ADD to order	\$654.88	\$654.88
1	UNDER COATING	Under coat the under side of service body Rubberized protection.	\$295.31	\$295.31
1	FF350SCD	Front Timbrin Suspension Enhancement System for a F-250 / F-350 SUPER DUTY 2 or 4 wheel drive 2005, and 2006. Part # FF350SCD	\$327.94	\$327.94
Quote Total:				\$23,463.60
Sales Tax:				\$0.00
Total Due:				\$23,463.60

Signature Required to Process Order

PO Number

Date

QTY	PART #	SUGGESTED ITEMS	PRICE EACH	AMOUNT

♦ Labor and installation is included in all pricing unless specified.



4285 West 1385 South
Salt Lake City, Utah 84104
Phone : 1.801.521.0360
Fax : 1.801.532.7407
www.semiservice.com

QUOTATION
BWJ00763

- ◆ Quoted price does not include any applicable F.E.T., sales taxes, and delivery charges.
- ◆ Quote price does not include any unforeseen obstructions or modifications.
- ◆ Quotation valid until above stated expiration date.
- ◆ Terms are due upon receipt unless prior credit arrangements are made at the time of order.
- ◆ FOB Salt Lake City, Utah 84104
- ◆ 50% down payment required with special order items, NON REFUNDABLE.
- ◆ We only Accept Cash, Check, Visa and MasterCard.

MOUNTAIN STATES INDUSTRIAL SERVICES, INC.
1015 WEST 1700 SOUTH
SALT LAKE CITY, UTAH 84104
801-972-1166

RE: QUOTATION

TO: KAYSVILLE CITY P&L

Date: 10/8/2018

ATTENTION: BRETT THOMAS

From: DAVID/LAYNE

Dakota Bodies Inc Service Body
98 inches long x 40 inches high x 78 inches wide
Chassis cab to axle (CA) of 56 inches with single rear wheel axle.

Body Dimensions:

40 Inches - Compartment height
14 1/2 Inches - Compartment depth
49 Inches - Load space width
23 Inches - Top of body to the top of the floor
17 Inches - Horizontal compartment height

Body Materials:

16 gauge galvalume. - Main body material
14 gauge hot rolled treadplate - Compartment tops
18 gauge galvalume - Inner door panels
18 gauge galvalume - Outer door panels
 - 5/16" Stainless Steel continuous rod - Door Hinge Rod.
 - Stainless Steel - Door Hinge Sockets.
14 gauge galvalume - Wheel Panels
14 gauge galvalume - Front bulkhead
18 gauge galvanized - Shelving & dividers.

Body Floor and Understructure:

- 12 gauge hot rolled treadplate - Floor
- 4 Inch steel channel full frame.

Accessories:

- Stainless Steel twist type D-Handle door latches single point.
Stud mounted latches have hidden fasteners inside the door.
Adjustable striker brackets wrap around the weatherstrip.
Stud mounted automotive style latches have interior plastic latch covers.
- Gas cylinder type door holders on vertically hinged doors and chain stops on horizontal compartments.
- VISTA rope light (3/8" **L.E.D.** 1" on center) compartment lights in all body compartments.
- Rubber rolled crown type fenders. (Installed with wheel cut-outs)
- Automotive bulb type weatherstripping mechanically fastened to door frame with rounded corners.

Paint:

- Prime Paint Complete. FINAL COAT WHITE TO MATCH CAB
- Rubberized protective **undercoating**

Streetside Compartmentation**1st Vertical:**

33" Wide x 40" High x 14-1/2" Deep

Full Height and depth center divider.

Left Side:

- Two (2) adjustable shelves each with adjustable dividers on 6" centers
- 4" deep dog house in compartment (see print)

Right Side:

- Three (3) fixed 3/8 " rod material hooks installed at top 0-2-1
- 4" deep dog house in compartment (see print)

Horizontal Compartment:

48" Wide x 19" High x 14-1/2" Deep

- One (1) adjustable shelf each with adjustable dividers on 6 inch centers.
- Adjustable dividers installed in compartment bottom on 6" centers

Rear Vertical:

26" Wide x 40" High x 14-1/2" Deep

- Five (5) fixed 3/8 " rod material hooks installed at top 1-3-1
- 4" deep dog house in compartment (see print)

Streetside Top Mounted Basket: (Ship Loose)

98" long X 12" high X 16" wide 14 gauge galvaneal basket with sides and bottom punched for drainage.

Curbside Compartmentation

1st Vertical:

33" Wide x 40" High x 14-1/2" Deep

- One (1) fixed shelf installed on top of drawer set.
- Three (3) material drawers mounted on 250Lbs capacity roller bearing slides.
 - Each drawer has twist style T-Handle activating latches on each side of drawer.

23" Wide x 3" High x 9-1/2" Deep

- Adjustable dividers installed in each drawer on 6" centers.
- 4" deep dog house in compartment (see print)

Horizontal Compartment:

48" Wide x 19" High x 14-1/2" Deep

Seven adjustable dividers in compartment bottom.

Rear Vertical:

26" Wide x 40" High x 14-1/2" Deep

- Five (5) fixed 3/8" rod material hooks installed at top 1-3-1
- 4" deep dog house in compartment (see print)

Hotstick Shelf:

98 Inch long shelf installed on the Curbside
with a rear dropdown access door.

- Stainless Steel twist type D-Handle door latches single point.
 - Stud mounted latches have hidden fasteners inside the door.
 - Striker installed in door frame for maximum opening.
 - Stud mounted automotive style latches have interior plastic latch covers.
- Automotive Bulb Type Weatherstripping.

Bumper:

- Recessed 2-section bumper 10" long X body width with gripstrut top. (Ship Loose.)
- 2 Inch receiver for vise mount.
- Install bumper on 4" structural channel to be bolted on rear of body.
- Rear skirt to bottom of body - 12 gauge galvanneal *SMOOTH*

Tailgate:

- Embossed Hinged tailgate 14" high X full width of bed area installed at rear of load space.

Side Pack Rear Lighting:

- Light boxes installed on body
- Rubber mounted recessed rear lighting kit with harness - ***Installed***
 - Two (2) stop/tail/turn lights - Peterson Brand M-417-R **L.E.D.**
 - Two (2) clear back up lights - Peterson Brand M417C-5P **LED**
 - 4-Lamp light wiring harness.

ADDITIONAL EQUIPMENT:

- Aluminum window guard w/custom lighting provisions assembly for SRW application
- LED Remote Controlled Work Light (2 - Buyer's), permanent mount with dual mounted & pocket controls
- Amber LED light bar, installed on window guard plates

- Amber LED warning strobes (6), 4 in front grille 2 at rear side packs
- Aluminum ladder tray, installed with sloped angle, curb side
- Receiver hitch with 7-way RV socket
- E-track and hooks installed on load walls
- 5" pipe vise, installed on mounting plate with receiver socket curb side rear bumper. Vise is removable
- Load boost springs added to rear axle
- Finish coat Ford White to match cab
- Reflex urethane bedliner applied to floor, load walls, compartment tops, tailgate, rear bumper and skirt

BODY & ACCESSORIES

\$27,207.00

Excludes any applicable tax, license, fees

Thank You for the opportunity to quote on your equipment needs. We hope you will find this quotation favorable and that we may be of service to you soon.

BEST REGARDS,

LAYNE ANTHONY



Larry H. Miller Ford Draper
11442 S. Lone Peak, Draper, Utah, 84020
Office: 801-563-4000
Fax: 801-256-3223

2019 F-350, Super Cab
4x4 SD Super Cab 8' box 164" WB SRW
XL(X3B)
Price Level: 915 Quote ID: 011818-12

Pricing - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$39,495.00
Options & Colors	\$3,605.00
Upfitting	\$0.00
Destination Charge	\$1,295.00

Subtotal \$44,395.00

Pre-Tax Adjustments

Code	Description	
MVA Fuel	Minimum Fuel Add per AV2530	\$50.00
<i>Minimum Fuel (\$50.00 Max) required by State Contract</i>		
UTGOVLM	State of Utah Government Discount (LHM) AV2530	-\$13,460.00
<i>LHM Ford Draper/ Ford Motor Discounts per Approved Vendor Agreement AV2530 Orders require a valid Ford Fleet Identification Number (800) 343-5338 to verify</i>		

Subtotal \$30,985.00

Sales Taxes

Code	Description	
ST ADM	State of Utah AV2530 Contract Fee	\$77.46
<i>Required by State of Utah for all State Contract Sales Approved Vendor # 2530</i>		

Subtotal \$31,062.46

Post-Tax Adjustments

Code	Description	
Tire 5	Tires Recycle Fee (5 Tires)	\$5.00

Total **\$31,067.46**

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Brett Thomas, Bountiful Power
By: James Wilcox Date: 01/18/2019



Larry H. Miller Ford Lincoln Draper
11442 S. Lone Peak, Draper, Utah, 84020
Office: 801-563-4000
Fax: 801-256-3223

2019 F-350, SD Crew Cab
4x4 SD Crew Cab 8' box 176" WB SRW
XL(W3B)
Price Level: 920 Quote ID: 082118-02

Pricing - Single Vehicle

	MSRP	INVOICE
Vehicle Pricing		
Base Vehicle Price	\$40,920.00	\$38,670.00
Options & Colors	\$4,390.00	\$4,040.00
Upfitting	\$0.00	\$0.00
Fuel Charge	\$0.00	\$0.00
Destination Charge	\$1,495.00	\$1,495.00
Subtotal	\$46,805.00	\$44,205.00
Pre-Tax Adjustments		
Code	Description	
MVA Fuel	Minimum Fuel Add per AV2530	\$50.00
<i>Contract Minimum Fuel (\$50.00 Max)</i>		\$50.00
UTGOVLM	State of Utah Government Discount (LHM) AV2530	-\$12,770.00
<i>LHM Ford Draper/ Ford Motor Discounts per Approved Vendor Agreement AV2530 Orders require a valid Ford Fleet Identification Number (800) 343-5338 to verify</i>		-\$10,170.00
Subtotal	\$34,085.00	\$34,085.00
Sales Taxes		
Code	Description	
ST ADM	State of Utah Administrative Fee	\$85.21
<i>State Purchasing Administrative Fee. Approved Vendor List # AV2530</i>		\$85.21
Subtotal	\$34,170.21	\$34,170.21
Post-Tax Adjustments		
Code	Description	
Tire 5	Tires Recycle Fee (5 Tires)	\$5.00
		\$5.00
Total	\$34,175.21	\$34,175.21

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Brett Thomas, Kaysville City Power
By: James Wilcox Date: 08/21/2018

EQUIPMENT PURCHASE

Journeyman Substation Tech. Vehicle

2019 F-350, Super Cab	\$31,067.46
Signature Equipment Service Body	\$17,397.44
Total	\$48,464.90

Line Crew Service Vehicle

2019 F-350, SD Crew Cab	\$34,175.21
Signature Equipment Service Body	\$17,397.44
Total	\$51,572.65

Grand Total	\$100,037.55
-------------	--------------

STAFF REPORT



COUNCIL MEETING DATE: February 7, 2019

ITEM NO.:

TYPE OF ITEM: Consent

PRESENTED BY: Josh Belnap

SUBJECT/AGENDA TITLE: Schick Lane Storm Water Wetlands Project

EXECUTIVE SUMMARY:

Description:

The Schick Lane Storm Water Wetlands project is a joint venture between Kaysville City and the Nature Conservancy of Utah. The purpose of the project is to attenuate inconsistent and extreme flows that are transmitted to Nature Conservancy Property via Kaysville City's storm drain network.

Flows will be routed through a concrete structure designed to catch debris and trap sediment for removal by maintenance crews. This water will then be routed from the sediment structure to a series of basins for further storage and additional water treatment before finally entering the Great Salt Lake Wetlands.

Council Options: Approve / Disapprove

Recommended Options: Approve

Fiscal Impact & Fund Source for Recommended Action: Submitted in FY 19 budget

Attachments: Bid tabulation from bid opening

Schick Lane Storm Water Wetlands Bid Tabulation

1/29/2019

Page 1

			Rank		1		2		3		4	
			J Rock		Wardell Brothers		Next Construction		Ormond Construction			
Item	Quantity	Unit	Price	Total	Price	Total	Price	Total	Price	Total		
Mobilization	1	EA	\$4,863.62	\$4,863.62	\$8,650.00	\$8,650.00	\$10,500.00	\$10,500.00	\$21,000.00	\$21,000.00		
Site Prep	1	EA	\$5,803.18	\$5,803.18	\$13,400.00	\$13,400.00	\$13,849.00	\$13,849.00	\$46,525.00	\$46,525.00		
Rip Rap	49	CY	\$115.80	\$5,674.20	\$65.00	\$3,185.00	\$60.00	\$2,940.00	\$71.00	\$3,479.00		
WCS 01 - Cast In Place Structure	1	EA	\$50,678.95	\$50,678.95	\$61,805.00	\$61,805.00	\$72,274.00	\$72,274.00	\$68,057.70	\$68,057.70		
WCS 02,03,04 - Type A 2448	3	EA	\$5,234.60	\$15,703.80	\$3,200.00	\$9,600.00	\$3,993.00	\$11,979.00	\$3,799.95	\$11,399.85		
WCS 05, 06,07,08 - Type B	4	EA	\$5,053.81	\$20,215.24	\$4,150.00	\$16,600.00	\$5,017.00	\$20,068.00	\$4,681.95	\$18,727.80		
WCS 09 - Type A 2466	1	EA	\$5,750.08	\$5,750.08	\$3,570.00	\$3,570.00	\$5,863.00	\$5,863.00	\$4,189.50	\$4,189.50		
WCS 10,11,12,13 - Type A 2472	4	EA	\$5,403.57	\$21,614.28	\$3,630.00	\$14,520.00	\$5,351.00	\$21,404.00	\$4,924.50	\$19,698.00		
WCS 14 - Type A 4860	1	EA	\$4,845.20	\$4,845.20	\$5,830.00	\$5,830.00	\$6,351.00	\$6,351.00	\$6,563.55	\$6,563.55		
18" HDPE (Supply and Install)	110	LF	\$80.67	\$8,873.70	\$53.00	\$5,830.00	\$48.00	\$5,280.00	\$39.78	\$4,375.80		
24" HDPE (Install Only)	300	LF	\$29.29	\$8,787.00	\$27.00	\$8,100.00	\$30.00	\$9,000.00	\$28.00	\$8,400.00		
48" HDPE (Supply and Install)	80	LF	\$196.14	\$15,691.20	\$115.00	\$9,200.00	\$128.00	\$10,240.00	\$129.22	\$10,337.60		
24" Diameter Waterman CL-11 Control Gate*	2	EA	\$2,348.36	\$4,696.72	\$2,660.00	\$5,320.00	\$2,187.00	\$4,374.00	\$2,097.44	\$4,194.88		
48" Diameter Waterman CL-10 Control Gate*	5	EA	\$6,438.44	\$32,192.20	\$7,500.00	\$37,500.00	\$6,355.00	\$31,775.00	\$7,107.29	\$35,536.45		
Channel Shaping	1,700	LF	\$10.59	\$18,003.00	\$5.00	\$8,500.00	\$7.00	\$11,900.00	\$7.00	\$11,900.00		
Berm Shaping	741	LF	\$17.24	\$12,774.84	\$7.50	\$5,557.50	\$6.00	\$4,446.00	\$7.00	\$5,187.00		
Compacted Fill - Levee Construction	3,420	LF	\$11.45	\$39,159.00	\$20.50	\$70,110.00	\$15.00	\$51,300.00	\$15.42	\$52,736.40		
	Totals			\$275,326.21		\$287,277.50		\$293,543.00		\$332,308.53		

Red Text indicated a discrepancy between the Calculated amount and the value reported on the Unit Price Bid Table

The unit price is assumed to be correct and the discrepancy is assumed to be the result of a multiplication error.

Identified discrepancies are minor mathematical errors and are not significant enough to alter the bid ranking.

* or Approved Equal

Schick Lane Storm Water Wetlands Bid Tabulation

1/29/2019

Page 2

			Rank		5		6		7		8	
					Geneva Rock		Partney Construction		Perco Rock		Mecham Brothers	
Item	Quantity	Unit	Price	Total	Price	Total	Price	Total	Price	Total		
Mobilization	1	EA	\$16,800.00	\$16,800.00	\$40,000.00	\$40,000.00	\$12,429.00	\$12,429.00	\$10,250.00	\$10,250.00		
Site Prep	1	EA	\$18,500.00	\$18,500.00	\$9,000.00	\$9,000.00	\$11,016.00	\$11,016.00	\$12,325.00	\$12,325.00		
Rip Rap	49	CY	\$77.00	\$3,773.00	\$50.00	\$2,450.00	\$100.00	\$4,900.00	\$150.00	\$7,350.00		
WCS 01 - Cast In Place Structure	1	EA	\$81,800.00	\$81,800.00	\$115,000.00	\$115,000.00	\$64,237.00	\$64,237.00	\$65,785.00	\$65,785.00		
WCS 02,03,04 - Type A 2448	3	EA	\$3,670.00	\$11,010.00	\$3,500.00	\$10,500.00	\$5,061.00	\$15,183.00	\$4,585.00	\$13,755.00		
WCS 05, 06,07,08 - Type B	4	EA	\$4,500.00	\$18,000.00	\$6,000.00	\$24,000.00	\$7,979.00	\$31,916.00	\$5,250.00	\$21,000.00		
WCS 09 - Type A 2466	1	EA	\$4,200.00	\$4,200.00	\$4,500.00	\$4,500.00	\$5,466.00	\$5,466.00	\$4,950.00	\$4,950.00		
WCS 10,11,12,13 - Type A 2472	4	EA	\$4,370.00	\$17,480.00	\$4,500.00	\$18,000.00	\$5,590.00	\$22,360.00	\$5,525.00	\$22,100.00		
WCS 14 - Type A 4860	1	EA	\$4,850.00	\$4,850.00	\$4,500.00	\$4,500.00	\$5,995.00	\$5,995.00	\$6,250.00	\$6,250.00		
18" HDPE (Supply and Install)	110	LF	\$46.00	\$5,060.00	\$35.00	\$3,850.00	\$67.00	\$7,370.00	\$45.00	\$4,950.00		
24" HDPE (Install Only)	300	LF	\$29.00	\$8,700.00	\$25.50	\$7,650.00	\$35.00	\$10,500.00	\$30.00	\$9,000.00		
48" HDPE (Supply and Install)	80	LF	\$151.00	\$12,080.00	\$132.00	\$10,560.00	\$102.00	\$8,160.00	\$50.00	\$4,000.00		
24" Diameter Waterman CL-11 Control Gate*	2	EA	\$3,320.00	\$6,640.00	\$4,600.00	\$9,200.00	\$6,577.00	\$13,154.00	\$3,000.00	\$6,000.00		
48" Diameter Waterman CL-10 Control Gate*	5	EA	\$9,190.00	\$45,950.00	\$8,700.00	\$43,500.00	\$7,533.00	\$37,665.00	\$8,000.00	\$40,000.00		
Channel Shaping	1,700	LF	\$1.90	\$3,230.00	\$6.00	\$10,200.00	\$7.00	\$11,900.00	\$10.00	\$17,000.00		
Berm Shaping	741	LF	\$5.00	\$3,705.00	\$7.00	\$5,187.00	\$18.00	\$13,338.00	\$15.00	\$11,115.00		
Compacted Fill - Levee Construction	3,420	LF	\$21.70	\$74,214.00	\$8.00	\$27,360.00	\$22.00	\$75,240.00	\$42.00	\$143,640.00		
	Totals			\$335,992.00		\$345,457.00		\$350,829.00		\$399,470.00		

Red Text indicated a discrepancy between the Calculated amount and the value reported on the Unit Price Bid Table

The unit price is assumed to be correct and the discrepancy is assumed to be the result of a multiplication error.

Identified discrepancies are minor mathematical errors and are not significant enough to alter the bid ranking.

* or Approved Equal

Schick Lane Storm Water Wetlands Bid Tabulation

1/29/2019

Page 3

Item	Quantity	Unit	Analysis			
			Avg Unit Price	Average Bid	All High	All Low
Mobilization	1	EA	\$15,561.58	\$15,561.58	\$40,000.00	\$4,863.62
Site Prep	1	EA	\$16,302.27	\$16,302.27	\$46,525.00	\$5,803.18
Rip Rap	49	CY	\$86.10	\$4,218.90	\$7,350.00	\$2,450.00
WCS 01 - Cast In Place Structure	1	EA	\$72,454.71	\$72,454.71	\$115,000.00	\$50,678.95
WCS 02,03,04 - Type A 2448	3	EA	\$4,130.44	\$12,391.33	\$15,703.80	\$9,600.00
WCS 05, 06,07,08 - Type B	4	EA	\$5,328.97	\$21,315.88	\$31,916.00	\$16,600.00
WCS 09 - Type A 2466	1	EA	\$4,811.07	\$4,811.07	\$5,863.00	\$3,570.00
WCS 10,11,12,13 - Type A 2472	4	EA	\$4,911.76	\$19,647.04	\$22,360.00	\$14,520.00
WCS 14 - Type A 4860	1	EA	\$5,648.09	\$5,648.09	\$6,563.55	\$4,500.00
18" HDPE (Supply and Install)	110	LF	\$51.81	\$5,698.69	\$8,873.70	\$3,850.00
24" HDPE (Install Only)	300	LF	\$29.22	\$8,767.13	\$10,500.00	\$7,650.00
48" HDPE (Supply and Install)	80	LF	\$125.42	\$10,033.60	\$15,691.20	\$4,000.00
24" Diameter Waterman CL-11 Control Gate*	2	EA	\$3,348.73	\$6,697.45	\$13,154.00	\$4,194.88
48" Diameter Waterman CL-10 Control Gate*	5	EA	\$7,602.97	\$38,014.83	\$45,950.00	\$31,775.00
Channel Shaping	1,700	LF	\$6.81	\$11,579.13	\$18,003.00	\$3,230.00
Berm Shaping	741	LF	\$10.34	\$7,663.79	\$13,338.00	\$3,705.00
Compacted Fill - Levee Construction	3,420	LF	\$19.51	\$66,719.93	\$143,640.00	\$27,360.00
Totals				\$327,525.41	\$560,431.25	\$198,350.63

* or Approved Equal

STAFF REPORT



COUNCIL MEETING DATE: February 7, 2019

ITEM NO.: 6a

TYPE OF ITEM: Work

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Historic Preservation Committee Ordinance Discussion

EXECUTIVE SUMMARY:

As part of the discussion surround the possible donation of the Old Library building to be used as a museum, the Museum Committee has asked Kaysville City to look in to creating a Historic Preservation Committee. This committee would work hand in hand with the museum committee on funding and grant requests discussed last meeting during the Closed Session, The committee can also address other historic efforts in the city including the look and preservation of buildings, artifact preservation efforts, etc.

The included ordinance was put together by staff and is included for your review.

Council Options: Discuss the creation of a HPC and review the ordinance for possible changes. If ready, move this item from Work to Action
Recommend changes and ask staff to bring this back to another Work item.

Recommendation: Move this item to the next Action agenda.

Fiscal Impact & Fund Source for Recommended Action:

This ordinance should not have any direct fiscal impact on the City.

Attachments: Draft of possible Ordinance

Kaysville Historic Preservation Commission

- 101. Historic Preservation Ordinance.
- 102. Purpose.
- 103. Historic Preservation Commission.
- 104. Powers and Duties of Commission.
- 105. Meetings and Notification.
- 106. Survey and Inventory.
- 107. Demolition Notification.
- ~~108. Enforcement and Penalties.~~

- 101.
Historic Preservation Ordinance.

This Ordinance shall be known and may be cited as the "Historic Preservation Ordinance".

- 102.
Purpose.

Recognizing that the historical heritage of this City is among its most valued and important assets, it is the intent of this Ordinance to provide for the preservation, protection and enhancement of its history. This preservation, protection and enhancement shall include, but not be limited to, the written and visual history of Kaysville, its early settlers and its historic sites, the planning for and celebration of important historical events relating to Kaysville's history, the education of all segments of the community so that Kaysville's history can be fully and properly appreciated, and the establishment of a repository for items, artifacts, and other materials which have historical significance to the City of Kaysville.

The purpose of the Ordinance shall also be to establish a Committee which shall recommend to the City Council necessary and desirable protection of historic areas and sites within the community.

- 103.
Historic Preservation Commission.

(a) Commission, Members and Appointment.

There is created a Historic Preservation Commission, which shall be an advisory body ~~of~~ and shall report to the City Council of Kaysville. The Commission shall be composed of ~~six~~ seven ~~(7)~~ members appointed by the Mayor with the consent of the City Council. One of the members shall always be the Mayor, who shall be an ex-officio member; one ~~(1)~~ of the members shall ~~always~~ be a member of the City Council; for five ~~(5)~~ members, preference shall be made for professional members from the disciplines of history, archaeology, planning, urban planning, American studies, American civilization, cultural geography, cultural anthropology, and to those exceptionally interested in the history and heritage of Kaysville. At least five ~~(5)~~ of the seven ~~(7)~~ members shall reside in Kaysville City ~~the City of Kaysville~~. With exception of the Mayor and City Council Member on the Commission, two or more members of the Commission shall not serve on the same board, commission, or other leadership position within another organization while serving on the Commission.

- (b)
Terms.

The term of each member of the Commission, with the exception of the Mayor and City Council member on the Commission, shall be for four ~~(4)~~ years. Initial members of the Commission shall be staggered as determined by the Mayor with the advice and consent of the City Council.

(c)

Advisory Body.

The Historic Preservation Commission shall be an advisory body ~~of,~~ and shall report to, the City Council.

104.

Powers and Duties of the Commission.

The Commission shall have the following duties:

(a) Conduct research and collect information on the history of Kaysville, including the establishment of a repository for important documents, artifacts and other items of historical significance.

(b) Provide a written history of ~~Kaysville~~the City of Kaysville, as well as an historical program which outlines

Kaysville's history for various age groups in the community. ~~This may include, but not be limited to, the use of written summaries of history, visual exhibits, video tapes, displays, and other media. (This sentence seemed obvious and easily dated. I suggest removal so that we don't have to keep updating it.~~

(c) Increase the awareness of Kaysville's history through the commemoration of historical events.

(d) Designate entries on the Utah State Register of Historic and Cultural sites and recommend to the State Historic Preservation Officer nominations for the National Register of Historic places, utilizing the criteria for evaluation from the National Register.

(e) Attend at least one informational or educational meeting each year, sponsored by ~~at the State~~ Historic Preservation Organization Office, pertaining to the work and functions of the Commission or to historic preservation. ~~(This is going to cause the city to incur some minimal costs. Do we want this to be a requirement?)~~

(f) Submit an annual report of the activities of the Commission to the State Historic Preservation Office and to the City Council.

(g) Review all proposed National Register nominations for properties within the boundaries of the City.

(h) Conduct or cause to be conducted a survey of cultural resources in the City which in form and content will be compatible to the Utah inventory of historic and archaeological sites.

(i) Act in an advisory role to other officials and departments of the City regarding the protection of local cultural resources and shall act as a liaison on behalf of the City to individuals and organizations within the City concerned with historic preservation.

105.

Meetings and Notification.

(a) The Commission shall provide for adequate public participation in the historic preservation programs, including the process of recommending properties for nomination to the National Register.

(b) Commission meetings shall occur at regular intervals as needed, ~~and at least once each year.~~

(c) Minutes of all decisions, actions of the Commission, including the reasons for making those decisions shall be kept on file and available for public inspection.

(d) Rules of procedure adopted by the Commission shall be available for public inspection.

106.

Survey and Inventory.

- (a) The Commission shall initiate or continue an approved process to identify historic properties within the City.
- (b) A detailed inventory of the designated districts, sites, ~~and~~/or structures within Kaysville ~~City~~ shall be maintained.
- (c) The inventory material shall be compatible with the Utah state-wide inventory of historic and archaeological sites and shall be made accessible to the public except where restrictions have been made for archaeological sites.
- (d) The inventory shall be updated periodically and made available through duplicates at the State Historic Preservation Office and shall be able to be readily integrated into State-wide comprehensive historic preservation planning and other appropriate planning process.

107.

Demolition ~~—~~ Notification

If a historic site is to be demolished or extensively altered, efforts will be made to document its physical appearance before that action takes place.

- (a) The City will delay issuing a demolition permit for a maximum of one week and will notify a member of the Historic Preservation Commission, which will take responsibility for the documentation.
- (b) Documentation will include, at minimum, exterior photographs ~~(both black and white and color) of all elevations~~ of the historic building. When possible, both exterior and interior measurements of the building will be made in order to provide an accurate floor-plan drawing of the building.
- (c) The demolition permit may be issued after one week of the initial application whether or not the Commission has documented the building. The permit may be issued earlier if the Commission completes its documentation before the one-week deadline.
- (d) The documentation will be kept in the City's files, which are open to the public. (Do we want to maintain these or turn them over to some other organization?)

~~108.~~

~~Enforcement and Penalties.~~

~~It is unlawful to:~~

- ~~(a) Enter on City lands owned or controlled by the City or which have been designated as landmarks pursuant to this Ordinance for the purpose of appropriating, injuring or destroying a specimen without a permit from the Division of State history or the City.~~
- ~~(b) To appropriate, injure or destroy any site or specimen situated on lands or controlled by the City, or which have been designated as landmarks pursuant to this Ordinance.~~
- ~~(c) To reproduce, re-work or forge any specimen or make any object, whether copied or not, or falsely label, describe, identify or offer for sale or exchange any object with intent to represent the same as an original and genuine specimen, nor shall any person offer for sale or exchange any object with knowledge that it was collected or excavated in violation of this Ordinance. (These things are already crimes)~~

Kaysville-Fruit Heights Museum
of History and Art
Donation Agreement

Donor: Kaysville City/ Katie Witt

Phone number: 801-546-1235

Address: Kaysville City Building, 23 East Center Street, Kaysville, Utah 84037

Email address: mayor.witt@kaysvillecity.com

Description of donated items (use an additional sheet if needed):

See attached sheet of items currently stored in the vault of the LeConte Stewart Gallery.

Context of collection. Include names, DOB and DOD, role in the community, etc.:

Items previously collected by Linda Ross, former Kaysville City recorder, include early city artifacts and records, photographs, newspaper clippings, books and items located in the LeConte Stewart Gallery, family and community artifacts donated by individuals to be held for the use of a future museum.

Provenance (who is the donor, owner, creator, and/or compiler; include chain of custody):

Linda Ross collector, collection creator, compiler for and in behalf of Kaysville residents and donated by current mayor, Katie Witt.

By these presents, I (We) hereby irrevocably and unconditionally give, transfer and assign to the Kaysville-Fruit Heights Museum of History and Art all rights, titles and interests (including all copyright, trademark and related interests*), in, to and associated with the object(s) described below. I (We) affirm that I (we) own said object(s) and record (s) and that to the best of my (our) knowledge (we) have such right, title and interests to give and that said object(s) were collected or acquired in accordance with applicable laws.

Date: _____

Signature of Donor

Signature of Donor

The Kaysville-Fruit Heights Museum of History and Art hereby acknowledges receipt of the above donation.

Date: _____

Accepted by on behalf of the Kaysville-Fruit Heights Museum

Museum use only.

Accession number: _____

Accession date: _____

Accessioner: _____

Date donation agreement mailed to donor: _____

Date thank you letter mailed to donor: _____

*If less than all copyright and related interests are given specify above under Description of Object(s).

**VAULT INVENTORY 11-2018 TO 1-2019 CONDENSED VERSION
KAYSVILLE CITY HALL/LIBRARY LECONTE STEWART GALLERY**

BOX 1

PHOTOGRAPHS KAYSVILLE

34 Total Black and white photos of various buildings, homes in Kaysville circa 1920's-1950's



BOX 2

CLOVER CLUB ITEMS DONATED BY RICHARD R. BUSHNELL

Miscellaneous Clover Club memorabilia 1960's 1970's – Little League Baseball uniform, metal canister, pocket protectors, pens, pins, patches, chip bags, 41 issues of publication "The Clover", misc. newspaper articles

BOX 3

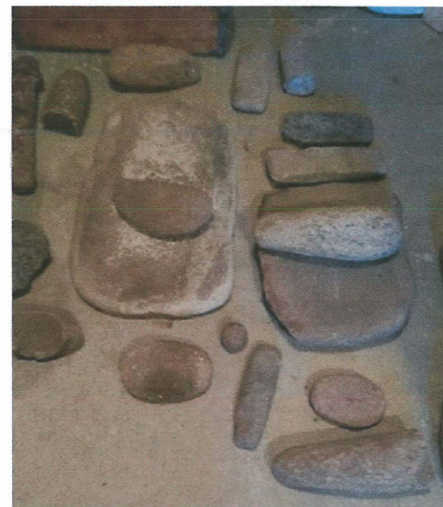
PIONEER ARTIFACTS DONATED BY ALICE TELFORD

Items circa late 1890's early 1900's. Hat and reloading tools belonging to Hector Haight, 2 handmade shoes by cobbler Wm. Stewart, round wheel, brass plate

BOX 4

WOOD AND METAL TOOLS, ALSO INDIAN STONES DONATED BY ALICE TELFORD

Wood and metal tools circa late 1800's early 1900's pulleys, small shovel, branding iron, various tools, small notebooks and cards belonging to Wm. E. Gailey – also box 4 (located on floor of vault) 26 misc. Indian grinding stones found during excavation of Gailey Subdivision 1960's



BOX 5

MISCELLANEOUS ITEMS DONATED BY MERLA GAILEY

Kaysville Meter Reader patches, hat, paper pad, large US pennant, Vietnam soldiers statue, KJH yearbook 1967, Kaysville Fire Dept Badge 100 years service, Box Kodak Carousel slides titled Kaysville, A Social System, flashlight, 2 Boy Scout uniforms.

BOX 6

ASSESSOR AND COLLECTION BOOKS, DOCUMENTS, NEWSPAPERS

Taxes and Assessment books Kaysville City 1921-1941, Business license books 1951-1961, manila folder with documents about construction of Kaysville City Hall/Library/Health Center, 30 blank award certificated for Freedoms 1943, school board voting ledger 1901, 2 manila envelopes with various Kaysville related newspaper clippings 1990's

BOX 7

NOT ACTUALLY A BOX – CANVAS PANELS

2 Large black canvas panels of same mural that is currently on display at the Davis Co. Library, Kaysville Branch of Main St. Kaysville

BOX 8

PIONEER ITEMS 1849 DONATED BY ALICE TELFORD

2 buckets note: “ I came across the plains in 1849 with the Wm. Evans family. Metal milk pail, 2 lanterns, glass broken on one, sickle



BOX 9

VARIOUS KAYSVILLE CITY ADS, KAYSVILLE HISTORICAL COMMITTEE

Kaysville City Library receipts, documents 1984, documents Kaysville City Hall renovation 1985, framed award for library 1993, Gallery documents and proposals, booklet “The Little Kingdom of Davis Co.”, newspaper clippings, misc programs, flyers, KFH 1985

BOX 10

LECONTE STEWART GALLERY

Guest Books for Gallery 1971-1984, miscellaneous documents, agreements, etc. related to LeConte Stewart Gallery of Art, newspaper clippings, 2 audio tape interviews with Avard Fairbanks, LeConte Stewart, meeting notes and planning document for gallery

BOX 11

CITY BOOKS, ASSESSMENTS AND COLLECTOR BOOKS, RECORDS

Books and ledgers ranging from the 1870's to 1940's assessments and collections, electric, city licenses, water taxes, Scrapbook of historical documents, Kaysville Brick and Tile Co blank stock certificates, ledger Stockholders Farmers Drainage Co., manila envelope with misc. documents

BOX 12

KAYSVILLE JAYCEES

9 record books (red) of activities Kaysville JC's 1968-1969, large manila envelope labeled JC's Stuff various photos 1970's most unidentified, several other folders with flyers, events, etc.

BOX 13

BOOKS COMPILED LAWS OF UTAH

Books, Leather bound volumes Compiled Laws of Utah 1876,1888,1889,1907,1909,1911,1929

BOX 14

KAYSVILLE CITY SEALS

2 embossed seals c1880's c1920's, 1 city seal, Book
Kaysville Our Town

BOX 15

CHAMBER OF COMMERCE, ROTARY,
REPUBLICAN WOMEN

Scrapbooks Chamber of Commerce 1980-1984, loose
photos, newspaper articles, Rotary Directory, Davis
Co. Republican Women's scrapbook 1969-1978

BOX 16

STATUTES OF UTAH

Books Laws of Utah 1933-1937, Ledgers garbage,
water 1979, Kaysville business licenses 1891



BOX 17

BAY VIEW CLUB, CREEK IRRIGATION

3 scrapbooks Bay View Club history 1912-1993, Bay
View Club Scrapbook Centennial, Hights Creek
Irrigation Co. minutes 1885-1929, 2 Utah Book of Brands
1912, 1932

BOX 18

CITY LEDGERS, KAYSVILLE RIFLE CLUB

City ledgers assessments 1886, 1880, records Kaysville
Rifle Club, Registration of Dogs 1880-81, 3 large photos
from Alice Telford, 176 Centennial Celebration scrapbook

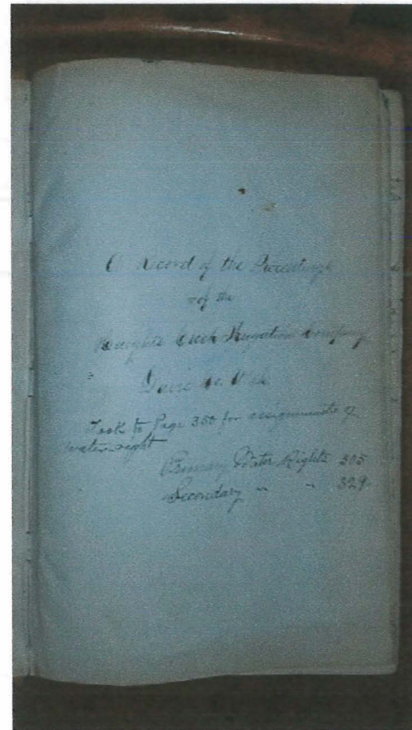
BOX 19

4th OF JULY ARTICLES DONATED BY PEGGY
MORRISON

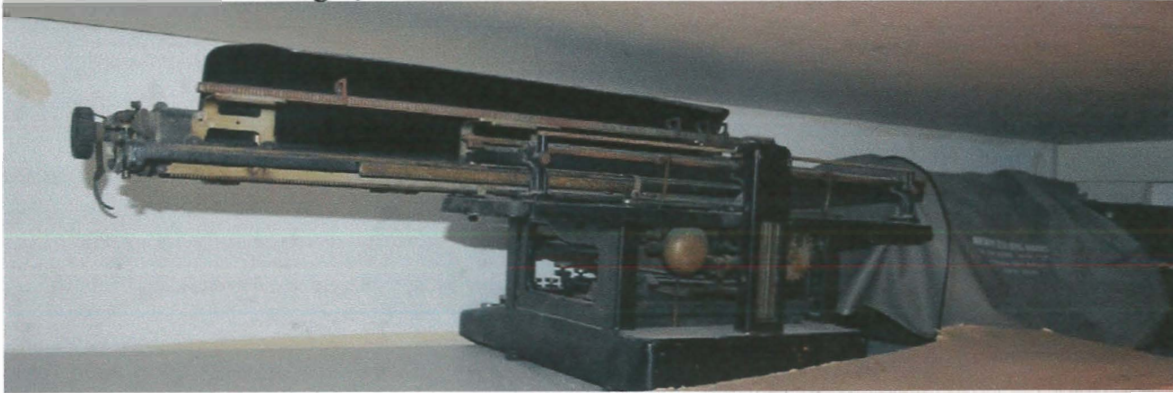
Miscellaneous newspaper articles, 4th of July events, KFH
Civic Assoc., Nativity
Green hardbound scrapbook and extra pages, all blank

MISC ITEMS ON SHELF

Large brass looking kettle or pot



2 typewriters, one with long carriage circa 1920's 30's
1 Adding machine Burroughs, c1900's



INVENTORY DOES NOT INCLUDE BOOKS ON SHELVES/CASE IN GALLERY



INVENTORY DOES NOT INCLUDE ARTWORK BELONGING TO KAYSVILLE ART CLUB

Paintings, etchings and drawings include pieces by noted artists Maynard Dixon, Harrison Groutage and Mahonri Young

FURNITURE AND BOOKS FROM THE LeCOTE STEWART MUSEUM.

STAFF REPORT



COUNCIL MEETING DATE: February 7, 2019
ITEM NO.:

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

SUBJECT/AGENDA TITLE: Amendment to the AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND BETWEEN KAYSVILLE CITY AND COMPASS HOLDINGS DEVELOPMENT, LLC AND CAPITAL REEF MANAGEMENT, LLC.

EXECUTIVE SUMMARY:

The subject property located just east of U.S. 89 has previously been approved for annexation by the City Council subject to the terms of the original development agreement. More specifically a portion of that property has been under review for development as the Orchard Ridge Subdivision.

During subdivision review process additional engineering details and external factors have given reason to consider amendments to the original agreement. First, Kaysville City (among other jurisdictions) has been contacted by Weber Basin Water District requesting that development which occurs east of the highway not be serviced by secondary water systems. Furthermore, as utility providers have reviewed the proposed subdivision plans, their requirements for placement of their lines have forced a change in the profile of the public street right of way. Through the preliminary plat process, it was determined that the developer would only be required to install sidewalk on one side of public streets in the development. Since they will be required to bring the right of way to grade the same as if there were sidewalk on both sides to accommodate the needs of utility services, the amended agreement asks that sidewalk be installed on both sides of the public street. Finally, some additional language has been added to ensure that access to the newly proposed water tank facility is in place and maintained through all phases of development.

Council Options: Move to action item as written or with modifications. Bring back to future work agenda with additional information.

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

Attachments: Amended Annexation Agreement

**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 access, or maintain the water-tank, pump, pump-house, and any other associated improvements. Owner shall be solely responsible to pay for the costs of any supply or support infrastructure necessary piping used to deliver the water from the water tank to the homes in the Subject Area.

Access to the proposed water tank shall be maintained by the Owner until improved according to Kaysville City Standards for a public street and dedicated to the City. After the grubbing and creation of the temporary access to the water tank, Owner shall be responsible for maintenance of applicable storm water BMPs (best management practices) to mitigate and appropriately control potential sediment runoff from the new road cut.

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. As the property is located east of U.S. 89, culinary water may be used to irrigate all lots and common areas within the Subject Area inasmuch as the connections are done in compliance with applicable standards, laws, and ordinances including the use of approved backflow prevention devices.~~

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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 Sidewalk – All public roads developed on the Subject Property shall comply with Kaysville City standards including sidewalk on both sides of the street.

4.1.98 **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

DRAFT

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

STAFF REPORT



COUNCIL MEETING DATE: February 7, 2019

ITEM NO.: 6d

TYPE OF ITEM: Action

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Review of Service Line Warranty Program Agreement

EXECUTIVE SUMMARY:

Discussion:

As part of ongoing discussions with the National League of Cities (NLC), Kaysville City has been introduced to a Service Line Insurance or Warranty Program. This program is free to the city and allows residents to insure the water service lines that are used to deliver city water service but are not the responsibility of the City to repair if they leak or are damaged.

This program would allow residents to insure these lines against damage. Program operators would receive a customer database from Kaysville City and then would solicit interested customers via mailers. Kaysville City would support this Program through information but the actual application of the program would not be done by City staff but by the Service Line Warranty Program Administrators.

Kaysville City Council approved this agreement.

Council Options: Review the attached agreement.

Recommendation:

Fiscal Impact & Fund Source for Recommended Action: This project should have no direct fiscal impact on Kaysville City.

Attachments: Service Line Warranty Program Agreement

MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of _____, 20__ ("**Effective Date**"), by and between the City of Kaysville, Utah ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Residential Property Owner**"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.
3. **Term.** The term of this Agreement ("**Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("**Renewal Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach

is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnatee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnatee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnatee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

5. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Katie Witt
City of Kaysville
23 East Center
Kaysville, UT 84037
Phone: (801) 546-1235

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (866) 974-4801

6. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

7. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City, such consent not to be unreasonably withheld.

8. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

9. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Utah. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

10. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF KAYSVILLE

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of Kaysville
Term Sheet
July 12, 2018

I. Initial Term. Three years

II. License Conditions.

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

III. Products.

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

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line warranty:
 - Homeowner responsibility: From the meter and/or curb box to the external wall of the home.
 - Covers thawing of frozen external water lines.
 - Covers well service lines if applicable.
- b. External sewer/septic line warranty:
 - Homeowner responsibility: From the exit point of the home to the main.
 - Covers septic lines if applicable
- c. Interior plumbing and drainage warranty:
 - Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage warranty Product via in-bound channels only.