



MEETING NOTICE AND AGENDA

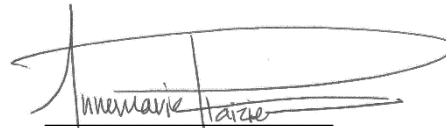
Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, March 21, 2019, starting at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

The agenda shall be as follows:

1. OPENING
 - a. Provided by Council Member Michelle Barber.
2. RECOGNITIONS AND PRESENTATIONS
 - a. Police Department/Victims Advocate Report – Police Chief Sol Oberg and Jennifer Winchester.
3. DECLARATION OF ANY CONFLICTS OF INTEREST
4. CONSENT ITEMS
 - a. Proclamation Declaring April as Sexual Abuse Awareness Month.
 - b. Agreement for Dispatch Services with Davis County Sheriff's Office.
 - c. Acceptance of Improvements for The Preserve Subdivision.
 - d. Award of 2019 Asphalt Maintenance Bids:
 - i. Crack Seal Bid.
 - ii. Chip Seal Bid.
 - iii. Seal Coat Bid.
5. ACTION ITEMS
 - a. Request to rezone 1.31 acres of property at 1048 Tyler's Way from R-A (Residential Agriculture) to the R-1-10 (Single Family Residential) zoning district - MacRay and Sheila Baxter.
 - b. Request to rezone 3 acres of property at 1576 West 200 North from R-A (Residential Agriculture) to R-2 (Single and Two Family Residential) with the PRUD (Planned Residential Unit Development) Overlay Zone - Robert Green.
6. CALL TO THE PUBLIC (3 MINUTE LIMIT, MUST SIGN UP IN PERSON)
7. COUNCIL MEMBER REPORTS
8. CITY MANAGER REPORT
9. ADJOURNMENT

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at (801) 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 March 15, 2019.

A handwritten signature in dark ink, appearing to read "Annemarie Plaizier", is written over a horizontal line. The signature is stylized with a large, sweeping loop at the end.

Annemarie Plaizier
City Recorder

KAYSVILLE

POLICE DEPARTMENT

ANNUAL REPORT

2018

KAYSVILLE POLICE DEPARTMENT
ANNUAL REPORT 2018

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CHIEF OF POLICE
SOL OBERG



ASSISTANT CHIEF
SETH ELLINGTON



LIEUTENANT
PAUL THOMPSON

SUPPORT SERVICES



SUPPORT SERVICES
SUPERVISOR
JESSICA BUSK



RECORDS/DISPATCH
EVIDENCE CUSTODIAN
SAMANTHA SMITH



VICTIM ADVOCATE
JENNIFER WINCHESTER



CROSSING
GUARDS
(32)

INVESTIGATIONS
DIVISION



DETECTIVE SERGEANT
SHAWN MCKINNON



SRO SERGEANT
PRESTON BENOIT



DETECTIVE
BRANDON WOOLF



SRO DAVIS HIGH
CADE BRADSHAW



DETECTIVE
JEFF RANDALL



SRO MOUNTAIN HIGH
MATT THURGOOD



DETECTIVE
SWAT TEAM
JOSH STEADMAN



D.A.R.E. OFFICER
JUSTIN STANFORD



P.O.P. OFFICER
SRO CENTENNIAL JR.
SWAT TEAM
MIKE MARTINEZ



METRO NARCOTICS
AGENT

KAYSVILLE POLICE DEPARTMENT
2018 ORGANIZATIONAL CHART



CHIEF OF POLICE
SOL OBERG



ASSISTANT CHIEF
SETH ELLINGTON



LIEUTENANT
KENTON PIES

PATROL DIVISION



SERGEANT
JEREMY OWENS



SERGEANT
MIKE CRIDDLE



PATROL OFFICER
LACY TURNER



TRAFFIC OFFICER
SRO KAYSVILLE JR.
DEVAN RICH



PATROL OFFICER
SRO FAIRFIELD JR.
JORDAN NICHOLAS



PATROL OFFICER
JOSH DANIELSON



PATROL OFFICER
ALEXIS LINTON



PATROL OFFICER
COLTON BARTLESON



PATROL OFFICER
CRYSTAL ISAACSON



PATROL OFFICER
ROBERT JACKSON



PATROL OFFICER
RHETT FARNELL



VACANT OFFICER
POSITION



PATROL OFFICER
RYAN FREEMAN



VACANT OFFICER
POSITION

KAYSVILLE POLICE DEPARTMENT
2018 ORGANIZATIONAL CHART

MISSION STATEMENT

The mission “*to protect and serve*” states the essential purpose of the Kaysville Police Department.

The Department *protects* the right of all persons within its jurisdiction to be free of criminal attack, to be secure in their possessions, and to live in peace.

The Department *serves* the people of Kaysville in a professional manner; and it is to these people that the police department is ultimately responsible.

ACTIVITY SUMMARY

	2017	2018	% CHANGE
Total Police Service Calls	9,665	9,849	1.9%
<i>Average Daily Police Service Calls</i>	26.5	27.0	1.9%
Cases	2,834	2,464	-13.1%
<i>Average Daily Cases</i>	7.8	6.7	-14.1%
Average Emergency Response Times	7:53	6:37	-16.1%
Arrests	382	380	-0.5%
Part I Index Crimes (Crime Index)*	318	259	-18.6%
Homicide	0	0	0.0%
Forcible Rape	5	9	80.0%
Robbery	3	2	-33.3%
Aggravated Assault	5	5	0.0%
Burglary	66	36	-45.5%
Larceny-Theft	213	190	-10.8%
Motor Vehicle Theft	26	15	-42.3%
Arson	0	2	200.0%
Crime Index Per 1,000 Population	10.00	8.15	-18.5%

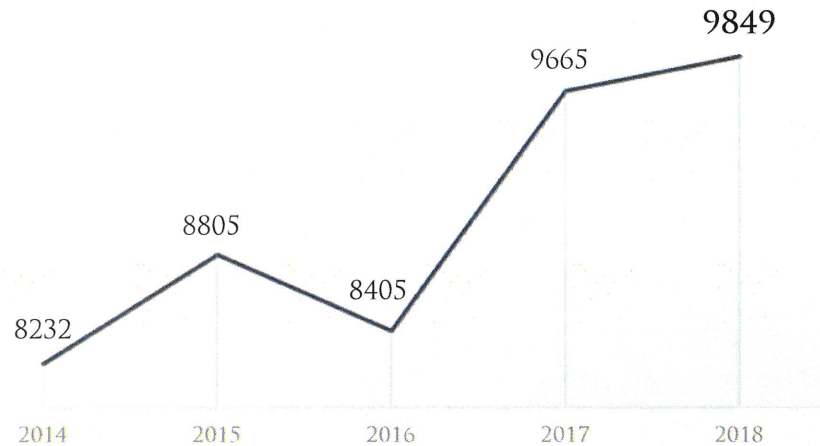
*Part I crimes (or violent crimes) compile the “crime index” used by the FBI to track our nation’s crime rate. If multiple Part I offenses are committed in the same criminal episode, only the most serious offense is reported, which may result in a variance in the number of total offenses reported below.

Crimes Against Persons	231	279	20.8%
Sex Offense	36	40	11.1%
Assault	62	54	-12.9%
Domestic Violence	43	39	-9.3%
Child Abuse / Neglect	90	146	62.2%
Property Crimes	374	360	-3.7%
Vehicle Burglary	91	58	-36.3%
Theft	121	143	18.2%
Fraud / Forgery / Financial Crimes	55	38	-30.9%
Vandalism	107	122	14.0%
DUI Arrests	20	24	20.0%
Drug Offenses	109	116	6.4%
K-9 Deployments	37	54	45.9%
SWAT Call Outs	8	13	62.5%
Traffic Stops	4,224	7,129	68.8%
Traffic Citations	2,833	3,647	28.7%
Traffic Accidents	390	335	-14.1%
Traffic Fatalities	0	1	100.0%

KAYSVILLE POLICE DEPARTMENT
ANNUAL REPORT 2018

POLICE SERVICE CALLS

The following graph shows the total number of calls for service received each year.



TOP 10 CALLS FOR SERVICE

Suspicious Circumstance	1,330
Extra Patrol	746
Citizen Assist	745
Medical Assist	551
Traffic Accident	460
Alarm	455
Agency Assist	435
Juvenile Problem	398
Traffic Enforcement	377
Vehicle Lock Out	331

KAYSVILLE POLICE DEPARTMENT
ANNUAL REPORT 2018

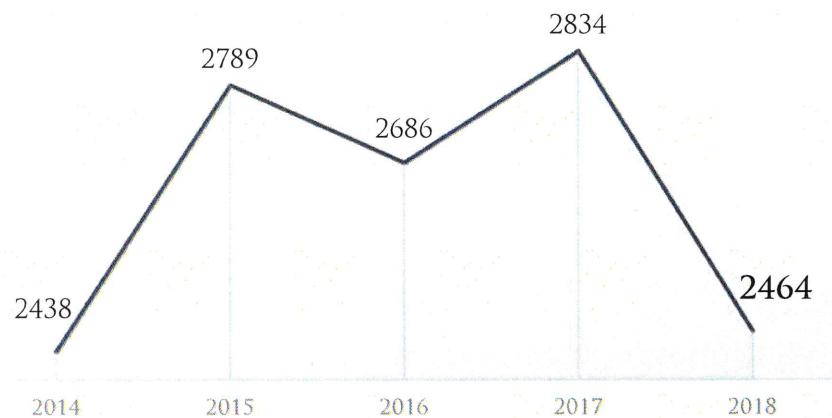
POLICE SERVICE CALLS TIME ANALYSIS

The following table shows the number of calls for service and the specific time and day they were received.

HOUR	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	TOTAL
0000-0159	101	104	96	116	105	127	131	780
0200-0359	52	55	56	69	63	82	57	434
0400-0559	26	35	33	33	33	38	39	237
0600-0759	54	54	65	58	47	44	35	357
0800-0959	156	217	154	174	136	98	53	988
1000-1159	160	226	184	243	157	114	63	1147
1200-1359	160	208	159	218	170	100	80	1095
1400-1559	193	215	205	203	172	93	79	1160
1600-1759	205	185	192	196	168	107	63	1116
1800-1959	118	122	127	133	118	116	91	825
2000-2159	133	102	127	110	124	125	112	833
2200-2359	122	105	122	121	146	148	113	877
Total by Day	1480	1628	1520	1674	1439	1192	916	9849

CASES

Cases are created from police service calls that require documentation by the responding officer.

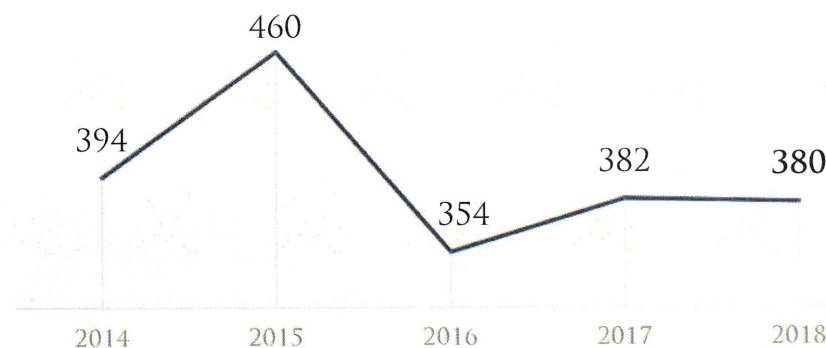


TOP 10 CASES

Traffic Accident	357
Suspicious Circumstance	186
Juvenile Problem	133
Traffic Offense	104
Theft	98
Drug Offense	97
Lost or Found Property	97
Child Abuse Neglect Report	95
Domestic	90
Agency Assist	85

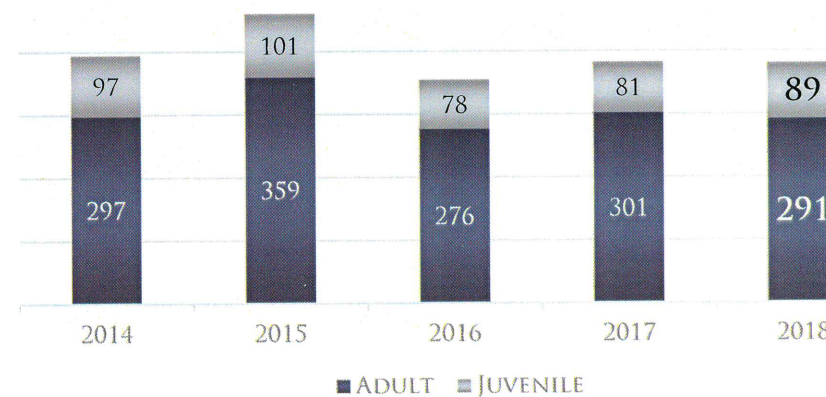
ARRESTS

An arrest consists of when criminal charges are filed on an individual; regardless if the individual was cited and released, served with a summons to appear in court, or physically arrested and booked into jail.



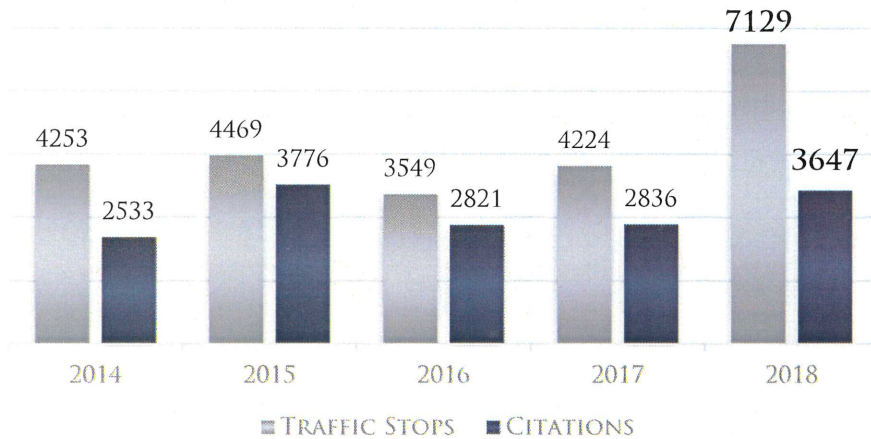
Arrest Demographics

The following chart shows a breakdown of the number of juvenile and adult arrests.



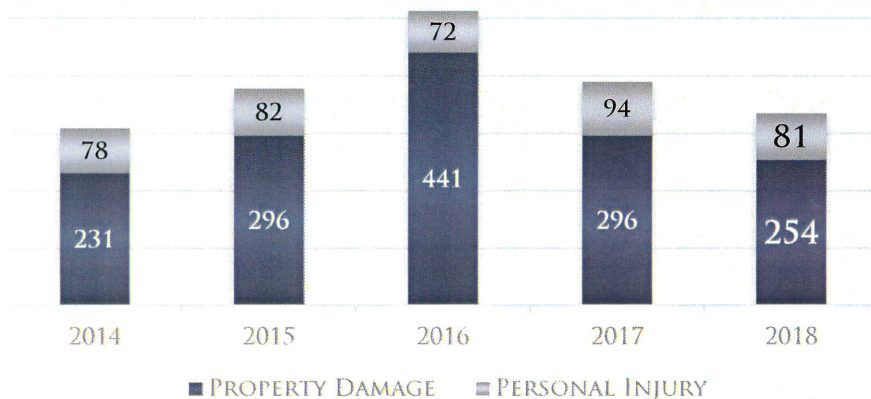
TRAFFIC STATISTICS

Traffic Stops and Citations



Accidents

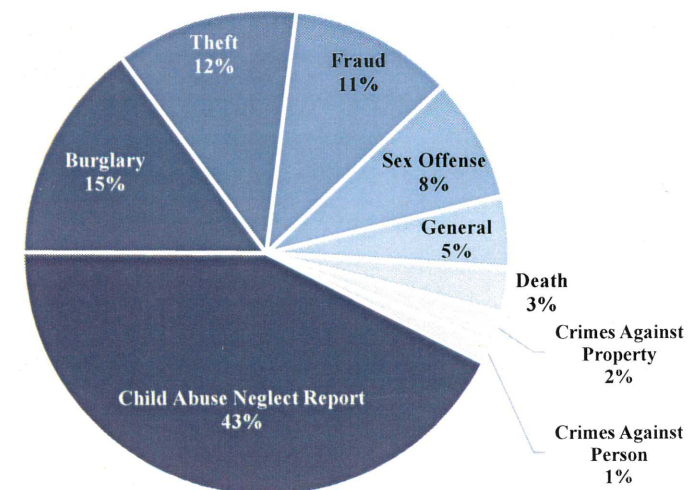
Traffic accidents are categorized as either property damage only or with personal injury to someone involved in the accident. The following statistics show the number of traffic accidents, categorized by accident type.



INVESTIGATIONS DIVISION

In 2018, the Investigations Division investigated 339 total cases, which was a 10% decrease from 2017. Below is a comparison between the number and types of cases that were investigated in 2017 and 2018. The pie chart shows the percentage of types of cases investigated.

CASE TYPE	2017	2018	% CHANGE
Burglary	101	50	-50.5%
General Investigation	28	16	-42.6%
Theft	54	41	-24.1%
Fraud/Forgery	49	37	-24.5%
Child Abuse Neglect Report (CANR)	77	144	87.0%
Sex Offense	34	28	-17.6%
Crime Against Person	13	5	-61.5%
Crime Against Property	3	7	133.3%
Death Investigation	15	10	-33.3%
Robbery	3	1	-66.7%
Total	377	339	-10.1%



Registered Sex Offenders

Registered sex offenders are required to register and provide information required by statute to the Department of Corrections or registering entity every six months. Offenders who are not under the supervision of AP&P must register with the Police Department or Sheriff's Office that has jurisdiction over the area where the offender resides.

The following is a breakdown of the different types of sex offender registrations in Kaysville City:

- 15 Active** (*offenders who still have a legal obligation to register with the State of Utah*)
- 2 Inactive – Other** (*offenders whose conviction is not registerable or reduced to a non-registerable offense*)
- 5 Inactive – Registration Expired** (*offenders who have been terminated from the registry*)
- 2 Pending** (*new offenders awaiting verification*)

In 2018, there were a total of 24 registered sex offenders residing in Kaysville City and detectives tracked 10* sex offenders with active registrations. Kaysville detectives conducted 16 sex offender registration compliance checks throughout the year.

**5 of the 15 active offenders were under the supervision of Adult Probation & Parole.*

PHARMACEUTICAL DISPOSAL PROGRAM

The Kaysville Police Department provides a disposal bin for the public to safely and confidentially dispose of their unwanted or expired medication. In the year 2018, the Kaysville Police Department destroyed 487.6 pounds of prescription drugs that were received in the pharmaceutical disposal bin.

	2016	2017	2018
Medications received for disposal	590.64 lbs	766.42 lbs	487.60 lbs

GRANT FUNDING

In 2018, the Kaysville Police Department received the following grant funding to pay for services and programs to benefit Kaysville City:

Bulletproof Vest Partnership

- \$4,350
- Department of Justice
- One time funding
- 6 bulletproof vests

Justice Assistance Grant (JAG)

- \$3,150
- State of Utah
- One time funding
- EOTech rifle sights

Alcohol Enforcement Funding

- \$22,185
- Utah Highway Safety
- Continuous
- Overtime DUI enforcement shifts

ADTEC Grant

- \$5,000
- Utah Highway Safety
- One time funding
- Police vehicle in-car camera

Victim Advocate Services

- \$128,138
- Utah Office for Victims of Crime
- 2017-2019 funding cycle
- Victim advocate

NOTABLE EVENTS

Sesquicentennial Anniversary



2018 marked the 150th anniversary of the Kaysville Police Department, established in 1868. Officers wore sesquicentennial badges through the end of the year to commemorate this important milestone for Kaysville City and celebrate the history of the police department.

The officers came up with the concept of the badge design, which is a combination of the very first badge worn by Kaysville officers in 1868

and the current badge worn by officers today.

These sesquicentennial badges are a symbol of pride and privilege each and every member shares in being part of a department that has proudly served the citizens of Kaysville City for 150 years.

NAACP First Responders Award

On January 15, 2018, Chief Oberg was awarded the First Responders Award by the NAACP Salt Lake Branch at the 34th annual Dr. Martin Luther King Jr. Memorial Luncheon.

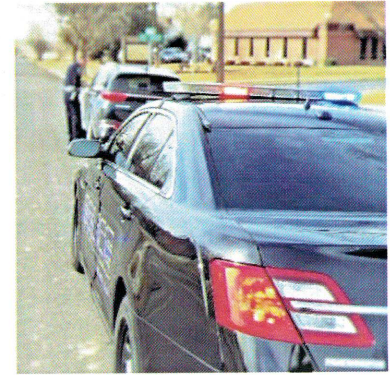
The award recognizes recipients to “celebrate the men and women who serve our communities every day.”

Chief Oberg is pictured with Kaysville resident Cambre Roberts, who was the recipient of an NAACP scholarship.



Traffic Division

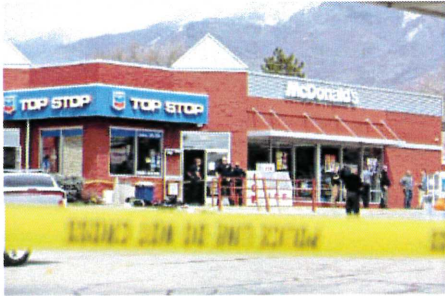
This year, the Kaysville Police Department implemented the newly formed Traffic Enforcement Division. The primary goal of the traffic program is to serve the community by enforcing motor vehicle traffic laws and facilitating the safe and expedient flow of vehicular and pedestrian traffic. The program also assists in traffic studies to keep the roadways of our community safe.



Our current traffic officer is Devan Rich, who has been busy in this new role. The majority of traffic enforcement is a direct response to community complaints regarding speeding and other traffic violations. Citizens are able to submit traffic complaints and requests for the radar board directly to him through the Kaysville City website.

The formation of this new program has made a substantial impact on the safety of our roads in the city. The number of traffic stops and citations have increased by 68.8% and 28.7%, respectively. The number of traffic accidents in 2018 decreased by 14.1% from the previous year.

Chevron Fire Incident



On April 5, 2018 police officers were dispatched to a suicide threat at the Chevron located at 320 West 200 North in Kaysville.

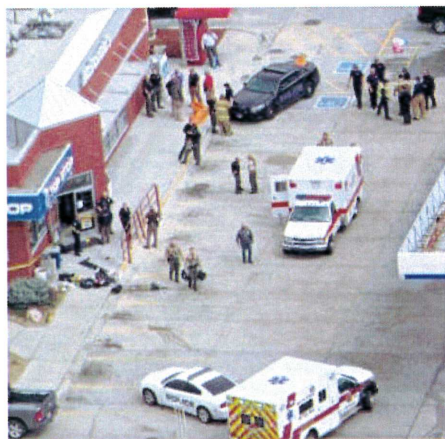
Dispatch reported that a man had poured gasoline on himself in the bathroom of the convenience store. Officers tried to restrain the male to get a lighter from his hand. The male then ignited the gasoline with the lighter.



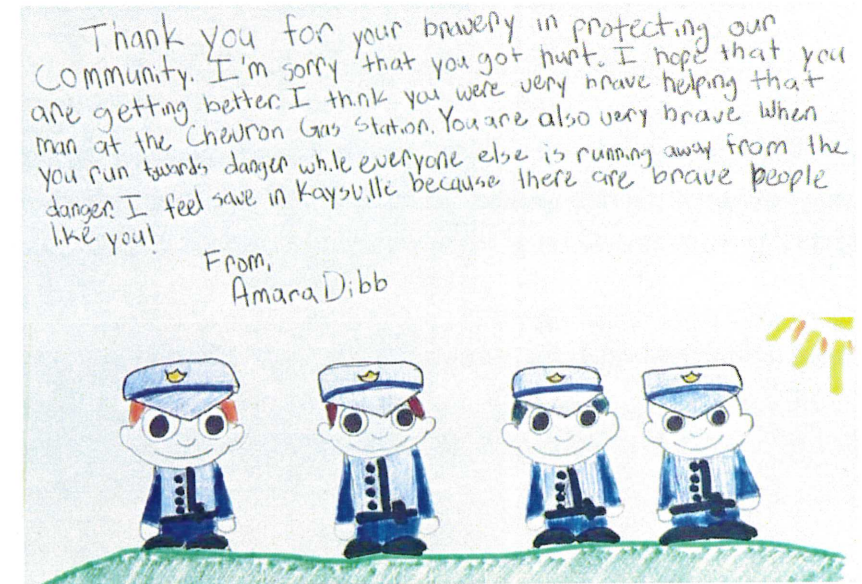
Sgt. McKinnon and Officer Turner received minor burns and returned to full duty shortly after the incident.

Officer Bradshaw received more severe burns and was in recovery for several weeks before returning to full duty.

Officer Jackson was admitted to the University of Utah Hospital Burn Unit and had to receive multiple skin graft surgeries. He was in recovery for 3 months before he could return to full duty.



After the Chevron fire incident, we received an overwhelming outpouring of support and love. We are very fortunate and extremely proud to serve such a caring and supportive community whose response to tragedy is kindness and altruism.

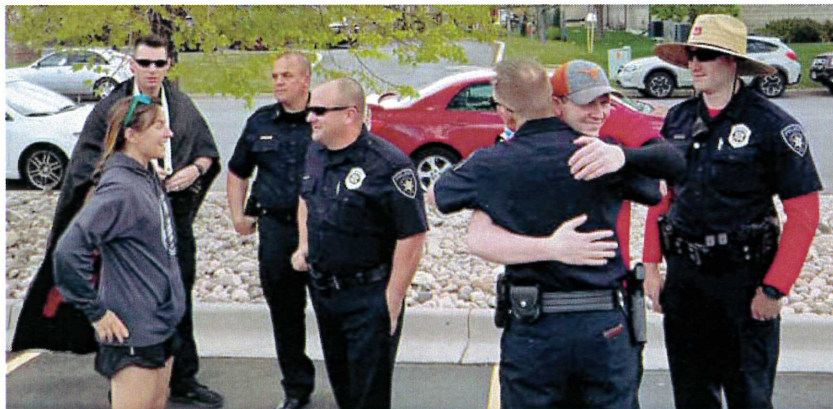


University of Utah Burn Camp 5K



On April 28, 2018, members of the Kaysville Police Department proudly supported the University of Utah Burn Center by participating in their Burn Camp 5K at Barnes Park.

With the tragic Chevron incident faced by first responders on April 5, 2018, this 5K took on personal meaning for us this year. We had a great show of support from our first responder community, who were encouraged to run (or walk) in uniform.



Law Enforcement Torch Run



In May 2018, officers from the Kaysville Police Department proudly participated in the Davis County Law Enforcement Torch Run for Special Olympics.

The Torch Run was started in 1981 by Wichita, Kansas Police Chief Richard LaMunyon to involve local law enforcement personnel in the community and to support Special Olympics. Known as *Guardians of the Flame*, law enforcement members and Special Olympics athletes carry the “Flame of Hope” down the streets of their communities. The flame symbolizes courage and celebration of diversity uniting communities around the globe.



Officer Stanford Deployment

In May 2018, our D.A.R.E. officer, Justin Stanford, was deployed to Iraq as a Chaplain's Assistant with the Utah Army National Guard.

Officer Stanford is a Sergeant in the Utah Army National Guard and is also currently working on his degree to become a commissioned officer. The Kaysville Police Department proudly displays a Service Flag in the front office in honor of Officer Stanford's service.¹ We look forward to his return in 2019.



D.A.R.E.

During Officer Stanford's deployment, the D.A.R.E. program was cooperatively taught by Officer Martinez and Officer Turner to the 10 different elementary schools in Kaysville City for the 2018-2019 school year.

¹ The Service Flag of the United States is an official banner authorized by the Department of Defense for display by families and organizations to honor a member serving in the Armed Forces during any period of war or hostilities.

Law Enforcement Agency of the Year

In June 2018, Costco in South Ogden selected Kaysville Police Department as Law Enforcement Agency of the Year. They hosted a special law enforcement appreciation day, where Officer Jackson, Sergeant McKinnon, Officer Turner, and Officer Bradshaw were honored for their bravery during the Chevron fire incident in April.



Sergeant Promotion



In June 2018, Detective Michael Criddle was promoted to Sergeant.

Sergeant Criddle has been with the Kaysville Police Department since 2008. During this time, he has been a K-9 handler, an Agent with the Davis Metro Narcotics Strike Force, and spent one year as a detective in the Investigations Division. He is currently a Sergeant in the Patrol Division.

Back the Blue Event

On June 28, 2018, community members organized a Back the Blue Kaysville Police Appreciation Day. The event, which was funded by citizen donations, allowed our officers and their families the rare opportunity to interact and build stronger relationships with our community while enjoying a great dinner and special activities.



#copslovelemonadestands

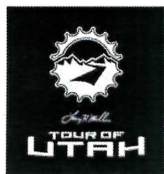
The summer of 2018 was another busy year for #copslovelemonadestands, a social media campaign that is in its third year. The police department received daily requests for officers to stop by various lemonade stands throughout the city. The officers enjoyed supporting young entrepreneurs and building positive relationships with the children in our community. We look forward to continuing this fun community tradition each summer for years to come.



Larry H. Miller Tour of Utah

On August 9, 2018, Stage 3 of the Larry H. Miller Tour of Utah raced through Davis County. The race entered Kaysville at the north end of the city via Fairfield Road, travelled south on Fairfield Road to 200 North, east on 200 North to Highway 89 to the Bountiful area, then travelled back through Kaysville via the same route in reverse.

Kaysville police officers and city staff assisted with traffic control for this event and helped maintain the flow of traffic while the riders were in the south end of the county before their return to Kaysville. There were over 120 riders and 30 support vehicles involved in the race.



STAGE 3

Antelope Island State Park to Layton

106.0 Miles / 167.4 Kilometers



Retirement

In August 2018, we had three great officers retire from the Kaysville Police Department. Officer Wilko, Officer Heslop, and Officer Moon each had 20 years of service as law enforcement officers. We thank them for their dedicated service to Kaysville City and wish them well in their future endeavors.



Officer Bartleson Incident



On August 29, 2018 Officer Bartleson was dispatched to a domestic call. During the investigation, the suspect left the scene in a vehicle.

As Officer Bartleson was driving through the area looking for the suspect a short time later, the suspect rammed his vehicle into the side of Officer Bartleson's patrol vehicle.

The suspect was taken to the hospital and later booked into jail. Officer Bartleson received injuries to his knee as a result of the incident but returned to duty shortly after.



9/11 Memorial Ruck



On September 11, 2018, Kaysville officers joined the Kaysville, Layton, and Hill Air Force Base Fire Departments in a 9/11 Memorial Ruck.

The event centered on honoring fallen first responders on and after 9/11. Attendees honored and remembered 9/11 with various short speeches and a moment of silence, before departing on a touch 9.1 mile ruck with three physical challenge stations.



New Officers



In the fall of 2018, the Kaysville Police Department's hired three new officers: Ryan Freeman, Kiersten Shelley, and Mike Singleton. These new officers were sworn in at the City Council meeting on September 7, 2018.



Officer Singleton joined us from the Woods Cross Police Department and successfully completed the Field Training Program. Unfortunately, a few weeks after being sworn in, Officer Singleton resigned and returned to work for the Woods Cross.



Officer Freeman is a seasoned officer who previously retired from Clearfield Police with 20 years of service and was working for University of Utah Police Department before joining our department. Officer Freeman successfully completed the Field Training Program in a short amount of time and has been a great new addition to the department.



Officer Kiersten Shelley was a recent graduate from the police academy when she was hired by Kaysville.

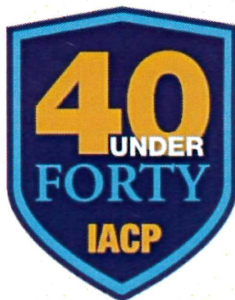
IACP 40 Under 40 Leadership Award



Assistant Chief Seth Ellington was selected for the *40 Under 40 Leadership Award* by the International Association of Chiefs of Police.

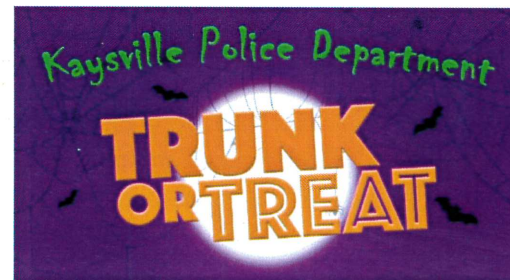
The prestigious award recognizes 40 law enforcement professionals under the age of 40 from around the world that demonstrate leadership and exemplify commitment to their profession.

"Each winner was chosen for his or her demonstration of strong values and commitment to the law enforcement field. The winners began a career in law enforcement to protect people, especially those who cannot protect themselves. They emit positivity, genuine concern, and compassion, despite the many traumatic experiences that all law enforcement personnel face. They go beyond their roles in the law enforcement field to improve their communities in an effort to make the world a better place for their loved ones, the public, and future generations."



-Police Chief Magazine, IACP 40 Under 40 Award – 2017

Trunk or Treat



On October 30, 2018, the Kaysville Police Department hosted its second annual Halloween Trunk or Treat. Parks & Recreation, Public Works, Power, and the City Administration departments all participated in this fun community event. We had an even better turnout than last year and ran out of candy for the second year in a row!

Southern Police Institute 140th Administrative Officers Course



On November 9, 2018, Lieutenant Paul Thompson graduated from the Southern Police Institute's 140th Administrative Officers Course in Louisville, Kentucky.

The Southern Police Institute is part of the Department of Criminal Justice at the University of Louisville. It is an advanced educational and training institute whose mission is to enhance the professional development of law enforcement practitioners.

The course is a 12 week in-residence, accredited college-level educational leadership development program. Lt. Thompson represented the police department admirably and was well regarded by his peers and professors.

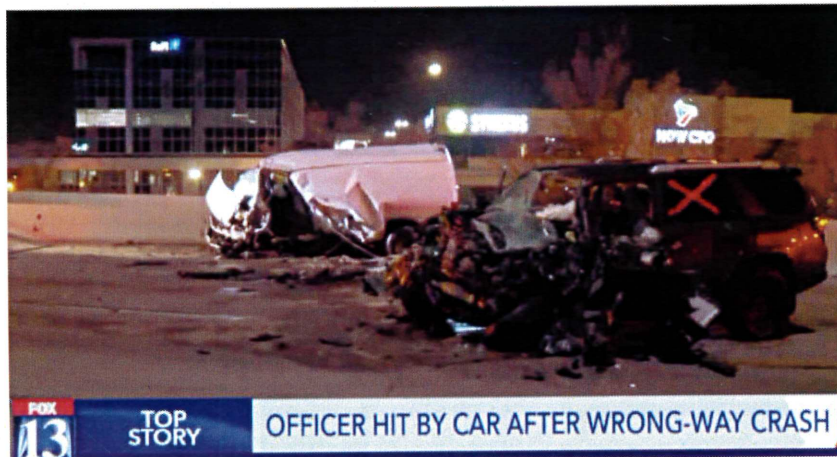
Officer Shelley Resignation



On November 20, 2018 Officer Kiersten Shelley was off duty and on a ride along with the Utah Highway Patrol.

At about 4 a.m., they responded to report of a crash involving a wrong-way driver on I-15 southbound near 5300 South. Officer Shelley was assisting the troopers by setting road flares when she was struck by another vehicle on the freeway that breached the accident enclosure.

She was transported to the hospital with non-life threatening injuries. She suffered a concussion and injuries to her knee.



Officer's Shelley's knee injury required surgery with a recovery time of at least 6-8 months. Due to this, she resigned from the Kaysville Police Department on December 20, 2018. She was in the final stages of the Field Training Program.

New Officer

The Kaysville Police Department's newest officer, Rhett Farnell, graduated from the police academy in December 2018. He was sworn in at the City Council meeting on December 6, 2018.

Officer Farnell previously served four years as a Sergeant and combat engineer in the United States Marine Corps.

He is close to completing the Field Training Program and is a great new addition to our department.



Safewise Report 2018



Kaysville City was ranked the 9th safest city in Utah by the 2018 SafeWise report. The results are based on the most recent FBI crime report statistics and population data, narrowed down by the number of reported violent and property crimes in each city. They calculate the rate of crimes per 1,000 people in each city to directly compare the likelihood of these crimes occurring in cities with vastly different populations.

"We're pleased to see Utah doing a stellar job at keeping crime under control. Based on the most recent FBI crime report, the state's violent crime rate was 39% less than the U.S. average, with incidents of murder being especially low. Additionally, violent offenses accounted for a mere 3.9% of all crimes reported by the twenty safest cities in the Beehive State."

The SafeWise Report previously ranked Kaysville City as the 2nd safest city in 2015 and the #1 safest city in 2017.

DEPARTMENT AWARDS

Each year during National Police Week, the Kaysville Police Department hosts an annual awards banquet to celebrate the year's achievements and future perspectives. In 2018, the following awards were given to officers, whose actions were a great credit to themselves and the Kaysville Police Department.

Lifesaving Award



The Kaysville Police Department recognized Officer Devan Rich for the lifesaving actions he took on January 4, 2017. While conducting a traffic stop, Officer Rich overheard a dispatched call to a medical emergency of a 5 year old who was not breathing, choking, and in full arrest.

Officer Rich ended the traffic stop and responded to the scene. He located the victim and immediately began performing lifesaving CPR measures. He was able to revive the subject, who was flown by medical helicopter to a hospital. Officer Rich's quick thinking and decisive actions saved the life of this person.

Lifesaving Award



The Kaysville Police Department recognized Officer Daron Heslop for the lifesaving actions he took on January 31, 2017. While on routine patrol, Officer Heslop was dispatched to a medical emergency. Upon his arrival, he located a person who was not breathing and did not have a pulse.

He performed lifesaving CPR measures and was able to revive the subject, who was consequently transported to the hospital. Officer Heslop's quick thinking and decisive actions saved the life of this person.

Meritorious Service



The Kaysville Police Department recognized Officer Michael Martinez for the apprehension of a burglary suspect, the recovery of stolen property, and the successful resolution of numerous theft cases.

On September 26, 2017, Officer Martinez responded to a 911 call related to a theft in progress. Though the suspect had fled the scene, Officer Martinez responded to the area, located the suspect, and arrested him.

Ultimately, the apprehension led to the recovery of nearly 100 stolen items, including a loaded handgun, and the successful resolution of numerous theft and burglary cases.

Chief's Star Award



The Kaysville Police Department recognized Officer Mike Martinez for the courageous actions he took on November 19, 2017. Officer Martinez responded to hostage barricade call at a residence in North Salt Lake as part of a SWAT team activation. He was assigned to lead the rescue team to extract an adult female hostage and her two young children.

Officer Martinez and his team were able to conduct a successful clandestine extraction of all three hostages through a second story window with the use of a Bearcat armored vehicle. He and his team then participated in breaching the home, contacting the suspect, and ultimately apprehending him.

Officer Martinez's quick thinking and decisive actions likely saved the life of this family as well as that of the suspect.

Chief's Star Award



The Kaysville Police Department recognized Officer Josh Steadman for the courageous actions he took on November 19, 2017. Officer Steadman responded to hostage barricade call at a residence in North Salt Lake as part of a SWAT team activation. He was assigned to the rescue team to extract an adult female hostage and her two young children.

Officer Steadman and his team were able to conduct a successful clandestine extraction of all three hostages through a second story window with the use of a Bearcat armored vehicle. He and his team then participated in breaching the home, contacting the suspect, and ultimately apprehending him.

Officer Steadman's quick thinking and decisive actions likely saved the life of this family as well as that of the suspect.

Distinguished Service Award



The Kaysville Police Department recognized Jessica Busk for the dedication exhibited in the performance of duties above and beyond the call of duty in 2017.

In 2017, Jessica Busk served as the only employee of the Records Division and at the same time discovered some significant issues with some of the department's records. She worked countless hours to resolve the issues in addition to her fulfilling her duties as the Support Services Supervisor as well as the records and evidence clerks.

Jessica successfully resolved these issues and performed these additional duties despite the new and increasing demands on her position.

Distinguished Service Award



The Kaysville Police Department recognized Detective Michael Moon for the dedication exhibited in the performance of duties above and beyond the call of duty.

In 2017, significant problems were identified with the police department's evidence room and processing procedures, which threatened the viability of hundreds of criminal cases. Detective Moon was assigned to resolve these issues. Ultimately, this required hundreds of hours of work, in addition to his ongoing investigative caseload.

Remarkably, this is the second time that Detective Moon has been called upon to fulfill this role, performing admirably on both occasions. Through dedication, Detective Moon restored the integrity of the evidence room and at the same time bolstered the Department's professionalism.

Lifesaving Award



The Kaysville Police Department recognized Officer Lacy Turner for the lifesaving actions she took on January 15, 2018.

While off-duty in Syracuse, Officer Turner overheard a medical being dispatched in the area. Officer Turner arrived and located a vehicle that contained an unconscious female without a pulse.

Officer Turner pulled the female from the car and initiated CPR until medical personnel arrived. The following day, we were notified that the patient was alive because of Officer Turner's actions. Officer Turner's quick thinking and decisive actions saved the life of this person.

**A PROCLAMATION DECLARING APRIL 2019, AS
"SEXUAL ASSAULT AWARENESS MONTH"**

Whereas, the month of April is recognized as *Sexual Assault Awareness Month* in the United States; and

Whereas, April 2019 is the 18th anniversary of Sexual Assault Awareness Month with the theme “Embrace Your Voice” to apprise all individuals on how they can use their words to promote safety, respect, and equality to stop sexual violence before it happens; and

Whereas, the goal of Sexual Assault Awareness Month is to raise public awareness about sexual violence and educate communities on how to prevent it; and

Whereas, prevention is possible, the City of Kaysville welcomes the opportunity to reaffirm our commitment to end sexual violence and embrace our voice to create a safe and respectful community; and

Now Therefore, Be It Resolved that I, Katie Witt, Mayor of Kaysville City, Utah, along with the Kaysville City Council, do hereby proclaim April 2019, as ***Kaysville City Sexual Assault Awareness Month***.

In Witness Whereof: I have caused the Seal of the City of Kaysville, Utah, to be affixed on this 4th day of April 2019.

Mayor_____ Date_____

STAFF REPORT



MEETING DATE: March 21, 2019

ITEM NUMBER: 4b

TYPE OF ITEM: Consent Item

PRESENTED BY:

SUBJECT/AGENDA TITLE: 2019-2020 Interlocal Cooperation Agreement for Dispatch Services

EXECUTIVE SUMMARY:

The Davis County Sheriff's office has presented to the City the 2019-2020 Interlocal Agreement for Dispatch Services. The Agreement is presented to the City annually and outlines the dispatch services provided and the annual service costs.

The costs are determined based on the five year average of fire calls and the current number of sworn police officers.

The 2019-2020 Agreement results in an estimated increase for dispatch service of \$4,540.61 over the current fiscal year.

2018-2019 Agreement

Fire: Five Year Average Calls 1548 x \$29.71	\$45,991.08
Police: 27 Officers - Cost per officer \$2,286.00	\$61,722.00
	<u>\$107,713.08</u>

2019-2020 Agreement

Fire: Five Year Average Calls 1591 x \$30.59	\$48,668.69
Police: 27 Officers - Cost per officer \$2,355.00	\$63,585.00
	<u>\$112,253.69</u>

* The Agreement as presented lists 25 officers. However, at full staffing the number for budgeting purposes will be the same number of officers as last year.

COUNCIL OPTIONS:

Accept the Agreement as presented or direct staff to review with Davis County any questions, suggested changes or modification.

RECOMMENDED OPTIONS:

Accept the Agreement and direct staff to execute the Agreement.

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION:

An estimated increase of \$4,540.61 over the current year.

ATTACHMENTS:

1. Letter from Davis County Sheriff and Agreement Draft





Davis County
SHERIFF'S Office

Kelly Sparks
Sheriff

Arnold Butcher
Chief Deputy

Susan Poulsen
Chief Deputy

Andrew Oblad
Chief Deputy

February 21, 2019

Kaysville City
ATTN: Shane Scott, City Manager
23 East Center Street
Kaysville, UT 84037

SUBJECT: 2019-2020 INTERLOCAL COOPERATION AGREEMENT FOR DISPATCH SERVICES

Dear Mr. Scott:

Enclosed, please find the Davis County's 2019-2020 Inter-local Cooperation Agreement for Dispatch Services. If this agreement is acceptable after you have review; please sign and return both original signature pages to Davis County Sheriff's Office, ATTN: Dee Bird.

If you have questions pertaining to this agreement, please don't hesitate to contact Davis County Attorney Michael Kendall, (801) 451-3574 or myself (801) 451-4157.

Sincerely,

A handwritten signature in black ink, appearing to read "Dee Bird", written over a light blue horizontal line.

Dee Bird
DCSO 911 Center Manager

Enclosed: 2019-2020 Inter-local Cooperation Agreement

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into by and between Davis County, a political subdivision of the state of Utah (the "County"), and Kaysville City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein or may be solely referred to as a "Party" herein.

Recitals

- A. WHEREAS, the Parties, pursuant to the Utah Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the "Act"), are authorized to enter into in this Agreement;
- B. WHEREAS, the County, through the 9-1-1 communications center (the "Center") operated by the Davis County Sheriff's Office ("DCSO"), provides dispatch services within the limits of Davis County;
- C. WHEREAS, the City desires to benefit from the services of the County, DCSO, and the Center as specified in this Agreement; and
- D. WHEREAS, the County desires to permit the City to benefit from the services of the County, DCSO, and the Center as specified in this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Services.

- 1.1. The County, through DCSO and the Center, shall provide dispatch services and emergency dispatch services to the City for police, fire, and EMS services twenty-four hours per day, seven days per week, three hundred and sixty-five days per year. These services shall include dispatching appropriate response units to and from an incident, acting as the central point of ordering and dispatching resources, and providing accurate incident reports. These services will be dispatched over the radio, 2-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system.
- 1.2. The County, through DCSO and the Center, will utilize the UCA 800 MHz radio system for all radio communications and will assign specific operations channel(s) (Ops) to be used upon dispatch.
- 1.3. The County, through DCSO, the Center, and the current Spillman CAD system, will maintain a record of all telephone and radio calls involving the City and record all call times and radio transmissions on the appropriate Police, Fire, and EMS incident.
- 1.4. The County, through DCSO, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- 1.5. The County, through DCSO and the Davis County Human Resources Department, shall have and maintain the sole responsibility for the recruitment, employment, and supervision of the employees assigned to the Center. If the City has any personnel concerns regarding the Center, the City shall address such personnel concerns through the following chain of command: (a) Center Shift Supervisor; (b) Assistant Center Manager; (c) Center Manager; (d) Undersheriff; (e) Sheriff; (f) Human Resources Director; and finally (g) County Commissioner.

2. Equipment.

- 2.1. All equipment located within the Center on or before June 30, 2017 is owned and will continue to be owned by the County (the "County Equipment"). As the owner of the County Equipment, the County shall derive all profits (e.g. revenues from sale, replacement, or otherwise) and all losses (e.g. expenses due to maintenance, replacement, or otherwise) regarding the County Equipment.
- 2.2. On or after July 1, 2017, all equipment utilized for Police, Fire, and EMS dispatching is subject to the following:
- 2.2.1. Prior to equipment being connected to the County's dispatching system for use, the entity or entities responsible for such equipment shall provide all requested records relating to the equipment to and obtain written approval from the Davis County Information Systems Director, Utah Communications Authority, the radio vendor (e.g. Motorola), and the County representative responsible for the County's radios;
- 2.2.2. Upon approval as required in Section 2.2.1, it shall be the sole obligation and responsibility of the entity or entities responsible for the dispatching equipment to adequately and reasonably maintain such equipment, which may require being a party to a valid County maintenance agreement that covers the maintenance of such equipment;
- 2.2.3. Unless access to the dispatching equipment is necessary due to a bona-fide emergency (e.g. the dispatching equipment fails in a manner that precludes necessary dispatching services from being performed), the entity or entities responsible for the dispatching equipment and/or their employees, agents, contractors, or otherwise shall arrange access to the dispatching equipment with the County, through DCSO and the Center, at least twenty-four (24) hours in advance of the time they desire to gain access to the dispatching equipment. In the event of a bona-fide emergency, as much notice as reasonably possible shall be provided to the County, through DCSO and the Center, and, upon receiving such notice, the County, through DCSO and the Center, will permit access to the dispatching equipment; and
- 2.2.4. Notwithstanding anything herein to the contrary, the County has no obligation to maintain and shall not be responsible or held responsible for maintenance, replacement, or any other expenses arising from, in connection with, or relating in any way to such dispatching equipment.

3. Compensation. For the 2019 fiscal year (July 1, 2019 through June 30, 2020), the City shall pay the County as follows for the services provided by the County to the City under this Agreement:

- 3.1. Fire Department fees are calculated by the number of calls for each city/agency utilizing a five-year average (See Table Below):

KAYSVILLE CITY FIRE

<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>Total</u>	<u>5 Year Avg.</u>	<u>Price Per Call</u>	<u>Total (July 2019 - June 2020)</u>
1509	1508	1665	1686	1587	7955	1591	\$30.59	\$48,668.69

3.2. Police Department fees are charged per officer (See Table Below):

KAYSVILLE POLICE

<u>Officers</u>	<u>Price Per Officer</u>	<u>Total (July 2019-June 2020)</u>
25	\$2,355.00	\$58,875.00

The City shall pay to the County the obligations set forth in Sections 3.1 and 3.2 of this Agreement in equal monthly payments within thirty calendar days of receipt of a monthly invoice from the County.

4. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").
5. Term of Agreement. The term of this Agreement shall begin as of July 1, 2019 and shall, subject to the termination and other provisions set forth herein, terminate on June 30, 2020 at 11:59 p.m. (the "Term"). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement. Under no circumstances shall the Term of this Agreement extend more than fifty years from July 1, 2017.
6. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 6.1. The mutual written agreement of the Parties;
 - 6.2. By either party:
 - 6.2.1. After any material breach of this Agreement; and
 - 6.2.2. Thirty calendar days after the nonbreaching party sends a written demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 6.2.3. After the written notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;
 - 6.3. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this Agreement to the non-terminating party pursuant to the notice provisions of this Agreement; or
 - 6.4. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER

OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

7. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the City:</u> Kaysville City Attn: City Manager 23 East Center Street Kaysville, UT 84037	<u>To the County:</u> Davis County Attn: Chair, Board of County Commissioners P.O. Box 618 Farmington, UT 84025
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8. Indemnification and Hold Harmless.

- 8.1. The City, for itself, and on behalf of its officers, officials, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the City or the City Representatives.
- 8.2. The County, for itself, and on behalf of its officers, officials, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the "County Representatives"), agrees and promises to indemnify and hold harmless the City, as well as the City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the County or the County Representatives.
9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed

officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

10. No Separate Legal Entity. No separate legal entity is created by this Agreement.
11. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.
12. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.
13. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.
15. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed,

discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
17. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.
18. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.
19. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
20. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement.

Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.
23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

KAYSVILLE CITY

Mayor

Dated: _____

ATTEST:

City Recorder

Dated: _____

Approved as to Form and Compliance with Applicable Law:

City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners

Dated: _____

ATTEST:

Davis County Clerk/Auditor

Dated: _____

Approved as to Form and Compliance with Applicable Law:

Davis County Attorney's Office, Civil Division

Dated: _____

Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.
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WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

KAYSVILLE CITY

Mayor

Dated: _____

ATTEST:

City Recorder

Dated: _____

Approved as to Form and Compliance with Applicable Law:

City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners

Dated: _____

ATTEST:

Davis County Clerk/Auditor

Dated: _____

Approved as to Form and Compliance with Applicable Law:

Davis County Attorney's Office, Civil Division

Dated: _____

STAFF REPORT



COUNCIL MEETING DATE: 3/21/2019

ITEM NO.: 4c

TYPE OF ITEM: Consent

PRESENTED BY: Lyle Gibson – Community Development Staff

SUBJECT/AGENDA TITLE:

Acceptance of Improvements for The Preserve Subdivision Phase 1

EXECUTIVE SUMMARY:

Phase 1 of The Preserve Subdivision consists of 25 lots east of Angel Street just South of 200 North Street. The required improvements have now been completed and inspected by City Staff and found to be acceptable

Council Options:

Recommended Options:

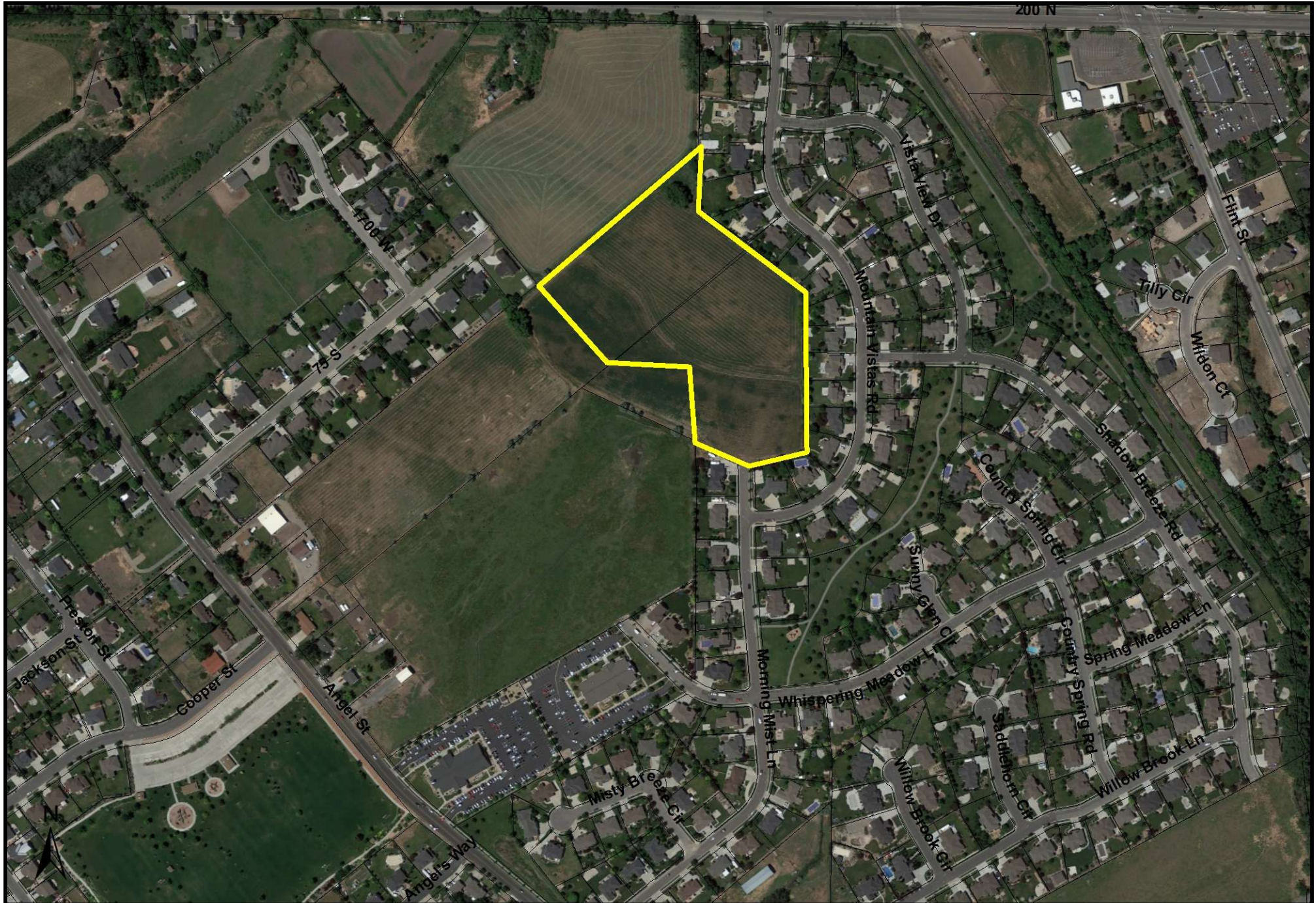
It is recommended that the improvements be accepted and that the standard requirement of a 10% warranty amount and one year warranty period be applied.

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

Attachments:

1. Location Map
2. Plat Map

The Preserve Phase 1



STAFF REPORT



COUNCIL MEETING DATE: March 21, 2019

ITEM NO.: 4d

TYPE OF ITEM: Consent

PRESENTED BY: Josh Belnap

SUBJECT/AGENDA TITLE: 2019 Asphalt Maintenance Bids

EXECUTIVE SUMMARY:

Description:

Kaysville City solicited bids for three contracts pertaining to preventative maintenance projects. The three bids were for Crack Seal (\$44,875 to Top Job), Chip Seal (\$205,637.67 to Consolidated Paving) and Seal Coat (\$303,523.30 to Morgan Paving).

These preventative efforts have a significant impact on prolonging the lifespan of roads, especially in keeping good roads in good shape for a longer period.

Council Options: Approve / Disapprove

Recommended Options: Approve

Fiscal Impact & Fund Source for Recommended Action: Fund sources will be C-road funds and road utility funds.

Attachments: Three bid results

Crack Seal Bid Results

Bid opening - 3/12/19

Engineers Estimate - \$60,000

Company	Bid
Renaissance Services	\$ 68,376.00
Kilgore	\$ 54,706.00
Peckham Asphalt Paving	\$ 57,229.00
Superior Asphalt	\$ 82,100.00
Bonneville Asphalt and Repair	\$ 82,500.00
*Top Job	\$ 44,875.00
Asphalt Preservation	\$ 61,930.00
Preferred Paving	\$ 60,875.00
M&M Asphalt	\$ 70,050.00
Morgan Paving	\$ 59,875.00
CKC Asphalt	\$ 64,975.00

*Bid awarded to

Chip Seal Bid Results

Bid opening - 3/12/19

Engineers Estimate - \$163,000

Company	Bid
Advanced Paving	\$ 237,190.54
Geneva Rock	\$ 288,327.95
CKC Asphalt	\$ 235,014.48
*Consolidated Paving	\$ 205,637.67
Staker Parson	\$ 252,422.96

*Bid awarded to

Seal Coat Bid Results

Bid opening - 3/12/19

Engineers Estimate - \$430,000

Company	Bid
*Morgan Paving	\$ 303,523.30
M&M Asphalt	\$ 355,357.38
Asphalt Preservation	\$ 322,228.00

*Bid awarded to

STAFF REPORT



COUNCIL MEETING DATE: 3/21/2019

ITEM NO.: 5a

TYPE OF ITEM: Action

PRESENTED BY: Lyle Gibson – Community Development Staff

SUBJECT/AGENDA TITLE:

Rezone of 1.31 acres of property from R-A (Residential Agriculture) to the R-1-10 (Single Family Residential) zoning district at 1048 West Tyler's Way subject to a development agreement limiting the total number of lots.

EXECUTIVE SUMMARY:

The applicants property is located at the end of the cul-de-sac on Tyler's Way surrounded by R-A and R-1-20 zoning districts.

The subject property is well over an acre in size with an existing home and large detached garage building already on site. While the property is large and could be divided based on an acreage calculation in the existing zoning district, as it sits on the end of a cul-de-sac it lacks the necessary frontage to be subdivided with the existing zoning. The purpose of the applicants' request to rezone the property is to be able to divide the lot into 2 total lots keeping the existing home and allowing the detached garage to be on a separate lot ultimately to be converted into a dwelling.

The regulations of the existing R-A zoning district are found in Chapter 17-10. Primarily this zone is for residential purposes with lots half an acre in size or larger. Properties in this zoning district do not require a conditional use permit for farm animals.

The requested R-1-10 zone has all the same uses allowed on the rest of the cul-de-sac and the surrounding R-1-20 neighborhood, the difference is that it allows for smaller lots with a smaller frontage requirement.

The concept subdivision includes a lot with the existing home at about 20,000 sq. ft. in size. The 2nd lot with the garage to be converted would be roughly 37,000 sq. ft. in size. The concept plan shows a 90 ft. frontage for the existing home which is consistent with the required frontage for the R-1-20 zone. The larger lot however would be left with only 80 feet of frontage, this requires the R-1-10 zoning district.

A flag lot division under the existing zoning has been considered, but creates a sideyard setback issue between the existing buildings as there is only 20 feet from the home to the detached garage. There would be sufficient space for the required side yard under the proposed or existing zoning if the property could be subdivided into standard lots.

As a rezone is a legislative decision, the City Council has broad discretion in their decision making.

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

Identity and Character:

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

Housing:

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

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

B. The majority of the housing should be one unit per structure (single unit).

About ten percent (10%) of the housing should be more than one unit per structure (multiple unit).

Multiple unit housing should consist mostly of duplexes (two unit structures) and some three to six unit structures dispersed throughout the City.

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

D. Housing developments should essentially pay for themselves.

Recommendation:

After holding the required public hearing, the Planning Commission voted unanimously to recommend approval of the proposed rezone subject to a development agreement that limits the number of potential lots to no more than two.

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

Attachments:

1. Development Agreement and Attachments
 2. Rezone Ordinance
-

**DEVELOPMENT AGREEMENT
FOR A TWO-LOT SUBDIVISION PROJECT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019 by and between Kaysville City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter the “City”), and _____(hereinafter the “Developer;”) (“Developer” includes successors and/or assigns of _____, as follows:

RECITALS

WHEREAS, Developer is desirous of subdividing their property into two buildable lots hereafter referred to as (the “Subdivision”) on certain real property located in the City of Kaysville, County of Davis, State of Utah and more particularly described on the approved concept plat attached hereto as Exhibit B (the “Plat”); and

WHEREAS, the purpose of this Agreement is to define the development standards, conditions and improvements, schedule for development of the Subdivision and other terms and conditions pursuant to which the Subdivision proposed by Developer is to be developed within the City; and

WHEREAS, the City is willing to rezone the Property to the R-1-10 (single family zoning district) as indicated in Exhibit C for the purpose of authorizing the development of the Subdivision proposed by Developer in conformance with this Agreement, City Ordinances, and applicable Utah law;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. GENERAL DESCRIPTION.

A. Area Description. The property upon which the Subdivision shall be developed (the “Property”) is located as shown on the Property Location Map, a copy of which is attached as Exhibit A hereto and incorporated by reference herein. The property is further described as parcel # 08-511-0306 consisting of approximately 1.31 acres.

B. Project Description. The project proposed by Developer is a subdivision dividing one single family lot into two single family lots.

2. DEVELOPMENT STANDARDS AND GUIDELINES

A. Adoption of Development Standards. The City hereby adopts, as the development standards and guidelines for the Subdivision (the “Development Standards”), the following in addition to all other applicable City Ordinances, standards and guidelines:

(1) Number of Lots. The property identified in section 1. A. of this agreement shall be limited to a to a total of two lots which meet the minimum frontage requirement of the R-1-10 zoning district and may not be further divided without a modification of this agreement approved by the City and Developer.

Subject to the Developer’s performance and compliance with the terms of this Agreement and City Ordinances in effect on the date of this Agreement, Developer’s rights to develop the Subdivision in accordance with the approved site plan will be vested pending the approval of Preliminary and Final Subdivision Plans subject to the requirements and provisions of Kaysville City Code Title 19 and approval from all affected utility providers verifying the ability to serve the proposed Subdivision.

3. ON-SITE PROJECT IMPROVEMENTS

Developer shall construct and install all site improvements, including utilities, required for the Subdivision, at Developer's sole cost and expense, in compliance with approvals, and all applicable ordinances, regulations, standards and status of the City, the secondary water provider, The Central Davis Sewer District, other providers and the State of Utah.

4. OFF-SITE PROJECT IMPROVEMENTS

In accordance with applicable standards and subject to the design approval of the City Engineer, Developer shall construct and install any necessary street improvements, utilities, and drainage improvements, in Tyler's Way.

5. REPRESENTATIONS OF DEVELOPER

A. Authority. Developer hereby represents that it has authority to proceed with the Subdivision.

B. Ability. Developer represents that it has the ability to timely proceed with the development and construction of the Subdivision. Developer agrees to begin construction of the Subdivision as soon as practicable and complete development in accordance with the Development Procedures outlined in Kaysville City Code Title 19, Subdivisions.

6. ASSIGNMENT

Developer may assign this Agreement to any other third party provided that the City consents to such assignment, which consent shall not be unreasonably withheld, upon a showing to the satisfaction of the City that such third party has the financial ability to perform Developer's obligations hereunder.

7. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. ATTORNEY'S FEES

In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

9. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

10. CAPTIONS

The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

11. GOVERNING LAW

This Agreement and all matters relating hereto, shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

12. ENTIRE AGREEMENT

This Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement by and among the parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

13. CONSTRUCTION

As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

14. AUTHORIZATION OF EXECUTION

A. City. The execution of this Agreement by the City has been authorized by the City Council of Kaysville City at a regularly scheduled meeting of that body, pursuant to the notice.

B. Developer. The execution of this Agreement has been duly authorized by the Developer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DEVELOPER

ATTEST:

Secretary

ATTEST:

By:_____

DEVELOPER
TITLE

KAYSVILLE CITY

By:

Exhibit A

Rezone of 1048 Tyler's Way from R-A to R-1-10

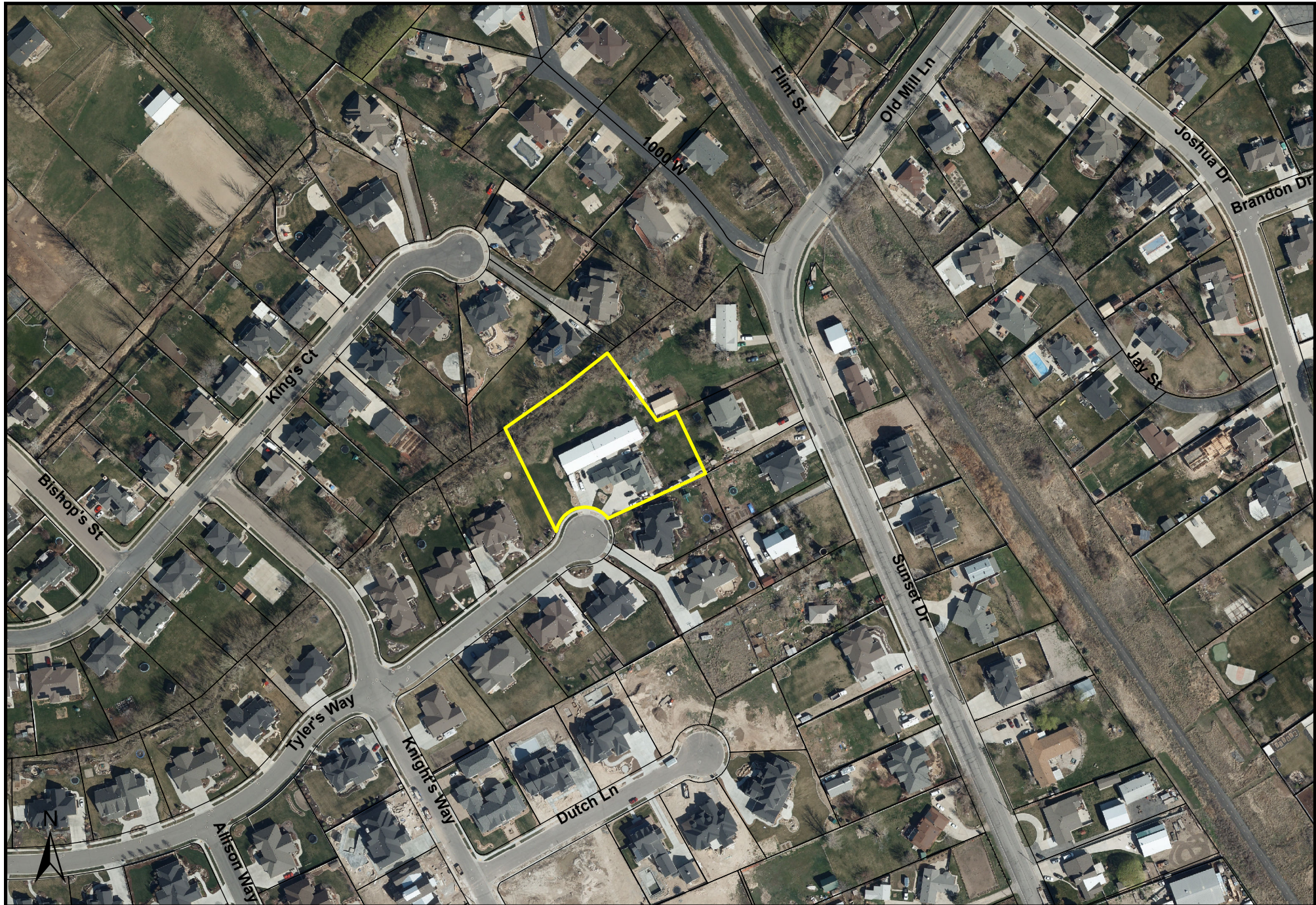
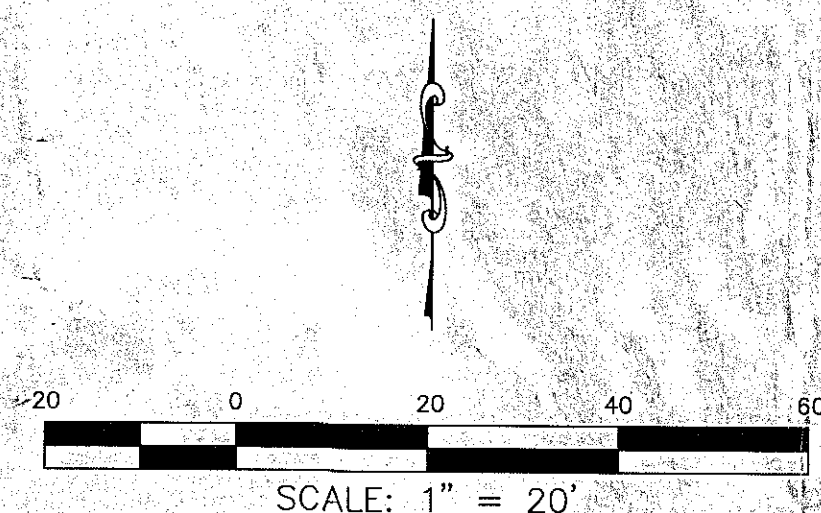
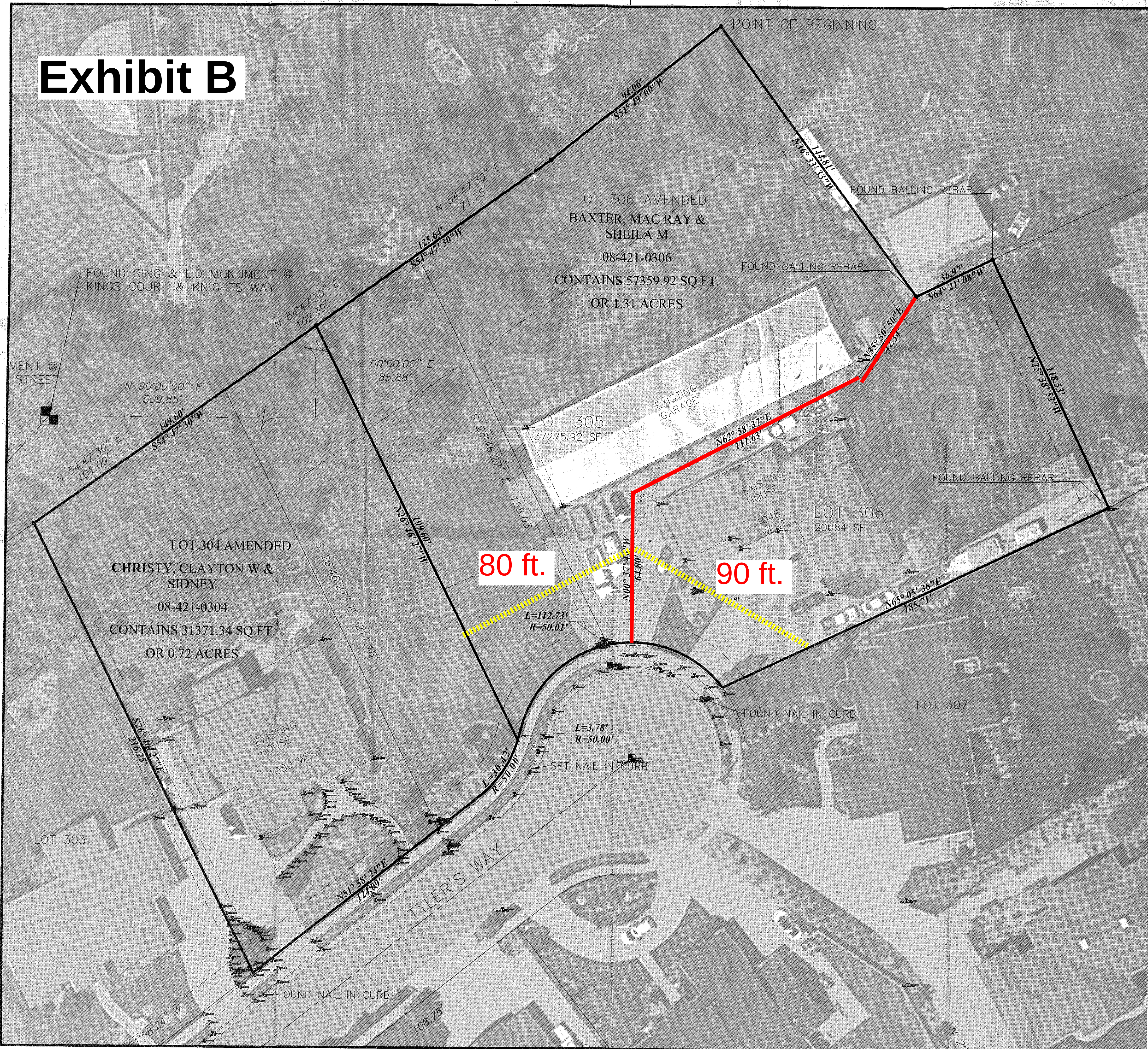


Exhibit B



SYMBOL LEGEND	
	ASPHALT & BASE PER DETAIL A, SHEET C900
	24" CONCRETE HIGH-BACK CATCH CURB & GUTTER PER DETAIL B, SHEET C900
	24" CONCRETE HIGH-BACK RELEASE CURB & GUTTER PER DETAIL C, SHEET C900
	CONCRETE SIDEWALK PER DETAIL D, SHEET C900
	DUMPSTER PAD AND APRON PER DETAIL J, SHEET C900
	ADA SIDEWALK RAMP AND PARKING AREA PER DETAIL G, SHEET C900
	ADA VAN ACCESSIBLE PARKING SIGN PER DETAIL H, SHEET C900
	ADA ACCESSIBLE PARKING SIGN PER DETAIL H, SHEET C900
	CONCRETE SIDEWALK REPLACEMENT PER [CITY] STANDARDS
	CONCRETE DRIVE APPROACH PER [CITY] STANDARDS
	CONCRETE CURB & GUTTER REPLACEMENT PER [CITY] STANDARDS
	ASPHALT REPLACEMENT PER [CITY] STANDARDS
ALL ITEMS WITHIN THE PUBLIC RIGHT-OF-WAY TO CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.	

ACCESSIBLE AREA CONSTRAINTS	
ALL ACCESSIBLE AREAS ARE TO MAINTAIN THE FOLLOWING MAXIMUM SLOPES AND TOLERANCES:	
ACCESSIBLE PARKING:	MAXIMUM SLOPE OF 1:48 (2%) THROUGHOUT.
ACCESSIBLE ROUTE:	MINIMUM WIDTH OF 48". MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).
ACCESS ROUTE TURNAROUNDS:	A CLEAR 60" TURNING DIAMETER, MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.
LEVEL LANDING / EXTERIOR DOOR LANDING:	MINIMUM SIZE OF 60"x60". MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.
ACCESSIBLE EGRESS TO PUBLIC WAY:	MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).
ADA ACCESS RAMPS:	MAXIMUM SLOPE OF 1:12 (8.33%), WITH A MAXIMUM CROSS-SLOPE OF 2%. THE TRANSITION BETWEEN ASPHALT AND CONCRETE IS NOT TO

181 North 200 West, Suite #4
Bountiful, UT 84010
Phone: 801.298.2236
www.Entellus.com

PRELIMINARY
NOT FOR
CONSTRUCTION

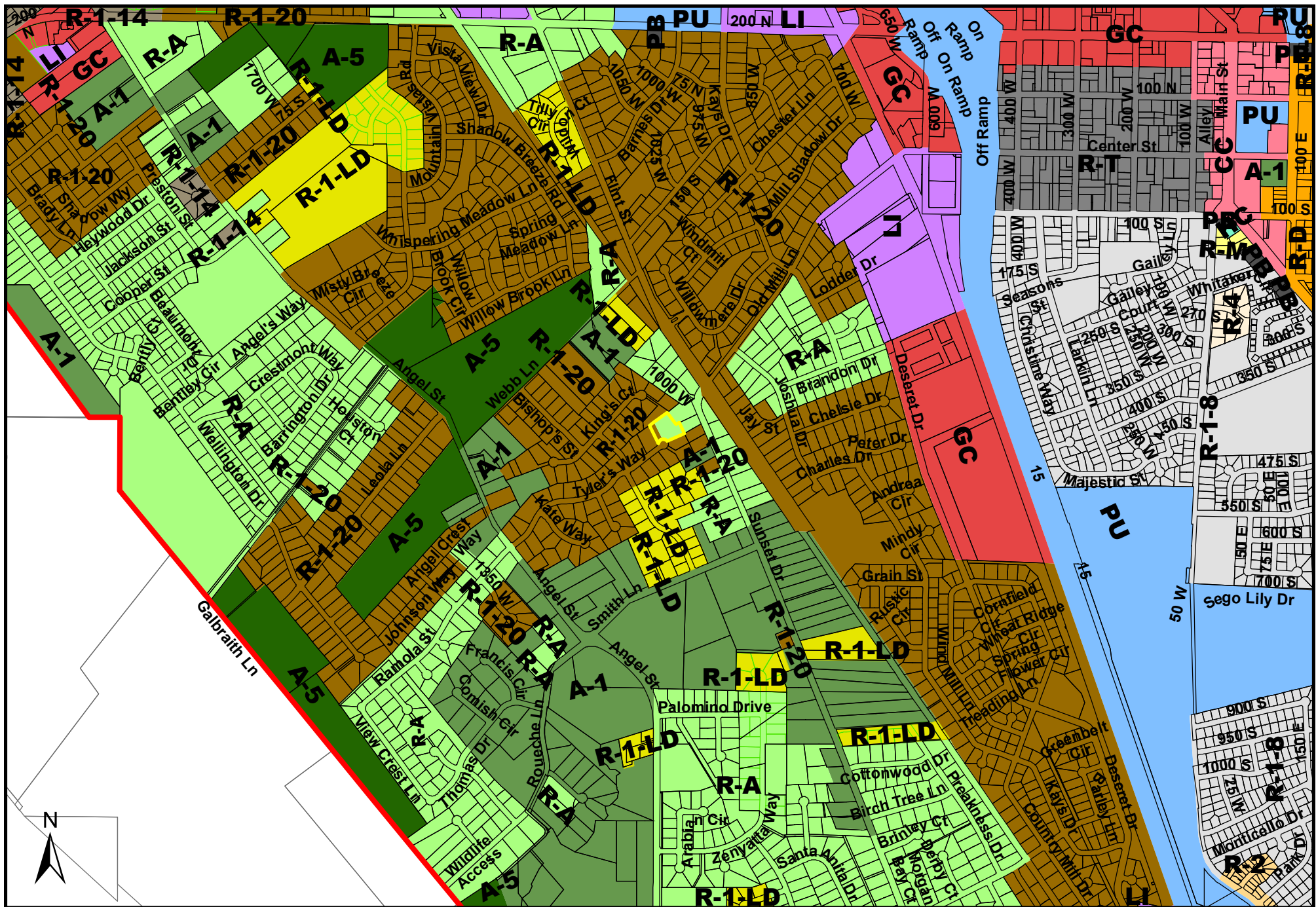
GREG LARSEN
1048 WEST TYLER'S WAY
PARCEL 08-421-0306 LOT 306
LOCATED IN THE [QUADRANT] 1/4 OF SECTION [SECTION], T. [TOWNSHIP] S., R. [RANGE] E.,
S.L.B.M.
KAYSVILLE CITY, DAVIS COUNTY, UTAH

DRAWN:
[BY] [DATE]

APPROVED:
[STA] [DATE]
[PROJECT NAME]
SUBD AMEND SUBD
PLAT 400
C400
SITE PLAN

Exhibit C

1048 Tylers Way - Rezone from R-A to R-1-10



ORDINANCE NO. 19-3-1

AN ORDINANCE REZONING A CERTAIN PORTION OF KAYSVILLE CITY FROM THE KAYSVILLE CITY R-A ZONE TO THE KAYSVILLE CITY R-1-10 ZONE, HEREINAFTER FULLY DESCRIBED; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of Kaysville City, State of Utah, has determined in an open meeting to rezone certain real property by removing it from Kaysville City R-A and placing it in Kaysville City R-1-10 zone; and

WHEREAS, said meeting was duly and regularly held and the interested parties were given an opportunity to be heard; and

WHEREAS, the Kaysville City Planning Commission has made a recommendation to the City Council on said rezoning; and

WHEREAS, the City Council after due consideration of said rezoning has concluded that it is in the best interest of the City and the inhabitants thereof that said rezoning be accomplished;

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

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

SECTION II:

The real property as shown on the attached map, which is made a part hereof, containing approximately 1.31 acres, shall be and the same is hereby rezoned and the Zoning Map amended by removing the same from Kaysville City R-A zone and placing the same in Kaysville R-1-10 zone.

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

SECTION VI:

This Ordinance shall take effect 30 days after final passage by the Kaysville City Council.

PASSED AND ADOPTED by the City Council of Kaysville City, Utah, this ___th day of _____,
2019

Katie Witt
Mayor

ATTEST:

Annemarie Plaizier
City Recorder

APPROVED AS TO FORM:

Nicholas C. Mills, City Attorney

STAFF REPORT



MEETING DATE: March 21, 2019

ITEM NUMBER: 5b

TYPE OF ITEM: Action

PRESENTED BY: Lyle Gibson – Community Development Staff

SUBJECT/AGENDA TITLE: Request to rezone 3 acres of property 1576 West 200 North from R-A to the R-2 zoning district to include the PRUD overlay zone.

EXECUTIVE SUMMARY:

After Holding public meetings on 12/13/18 and 1/10/19, the Planning Commission asked the applicant to meet with neighbors of the subject property to further refine the development to something that might be more palatable to nearby property owners. The developers set up a meeting and invited many from the surrounding neighborhoods on 1/30/19 and discussed multiple concepts and issues. From this meeting the Planning Commission then considered this item during their regularly scheduled meeting on 2/28/19 where they discussed and ultimately made a recommendation on the proposal which is stated at the end of this report.

The applicant is seeking a rezone from the City Council in order to pursue a townhome development at the subject property just west of the Smith's Marketplace along 200 North Street. The proposal originally consisted of 37 units and has been modified and reduced to 29 units. Originally the property owned by the Neuner family was being considered for part of the rezone, but has been removed from the rezone as it would not have any new homes, but may be utilized by way of easement rights or ownership as open space for the proposed development. Under such a scenario, the 3 acre piece that would be subdivided for the building of homes must meet the open space requirement for the proposed number and size of homes, the open space to the north would be in addition to the required space on the Green family property.

Staff has worked with the developer and negotiated a development agreement that is included with this report to ensure that anything pursued beyond the rezone if approved is essentially as portrayed in the agreement.

Several concerns have been expressed through the review and consideration of this proposal to date including density, access and traffic impacts, utility capacity, and pipeline safety among others.

The current density is just under 10 units per acre on the Green family property which is being considered for the rezone. With the open space component on the north end of the project the density would be just over 8 units per acre as proposed. The proposed number of units on the 3 acre property is within the allowed density of the R-2 PRUD zoning requested.

The Planning Commission requested that some data be given regarding traffic impact and trip generation. While not a full traffic study, as was directed, staff has researched data to demonstrate the impact of this development primarily on 200 North Street. According to the Institute of Transportation Engineers Trip Generation Manual, a townhome type development would be expected to generate an average of 7 roughly 7 daily trips per dwelling with a peak hour generation of approximately 0.7 trips per unit. This equates to an

average of 203 new daily vehicle trips and 20 new trips during peak hours. 200 North Street is a 2-lane facility with a center turn lane. According to the Highway Capacity Manual from the Transportation Research Board such a facility (street) can service up to 18,300 vehicles per day at an acceptable level of service. The most recent numbers Kaysville City has from traffic counts on this section of 200 North Street indicated 10,230 average daily trips. The proposed development would increase this by approximately 2% keeping the amount of traffic on 200 North Street well within its designed capacity.

There is an indication that there are solutions the previously raised concerns with sewer capacity, storm water management, and the potential for fencing the eastern property boundary. Among most the technical items, these items must be verified as part of the subdivision process should the rezone be approved.

Staff has visited with representatives from Tesoro who owns and operates a pipeline that runs through this property. They have a 16.5' easement along the eastern border of the subject property where they can will not permit buildings. While they can only legally regulate what takes place within their easement, they have stated that the suggested distance for a dwelling from a pipeline be 50' according to the Pipeline and Hazardous Materials Safety Administration.

As a rezone request, this is a legislative decision and City Council has broad discretion in its decision making process which should decide if the proposal is in line with city's general plan and if it is appropriate at the specific location.

Excerpts of Applicable Zoning Ordinance:

R-2 ZONING DISTRICT - CHAPTER 17-14:

17-14-1 Purpose

To provide for areas in appropriate locations where quiet medium density neighborhoods may be established, maintained, and protected. The regulations of this district are designed to promote and encourage a suitable environment for families, many of whom will have children. To this end, the regulations permit the establishment of one and two-family dwellings, and also permit, with proper controls, those public and quasi-public activities such as schools, libraries, churches, parks and playgrounds, which serve the needs of families. The regulations are intended to prohibit the establishment or operation of any activity which would be adverse to such a residential environment.

17-14-2 Site Plan Review

Conditional uses in an R-2 Zone District, except for temporary buildings and temporary offices and the keeping of farm animals, shall be subject to a site plan review as specified in KCC Chapter 18-4. On a case-by-case basis, the Commission may also require temporary buildings and temporary offices to obtain site plan approval.

17-14-3 Permitted Uses

1. Single-family dwellings.
2. Two-family dwellings.
3. Agriculture.
4. Public parks and playgrounds, and privately-owned parks, playgrounds, and recreational grounds not operated as a business in whole or part and to which no admission is charged.
5. Minor home occupations subject to the provisions of KCC Chapter 17-26.
6. Two household pets per dwelling unit.
7. Private swimming pools subject to the provisions of KCC 17-31-9.
8. Accessory uses and accessory buildings customarily appurtenant to a permitted use, subject to the provisions of KCC 17-31-2.

17-14-4 Conditional Uses

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

1. Public or quasi-public buildings of the educational, recreational, religious, cultural, or public service type, not including corporation yards, storage or repair yards, warehouses, and similar uses.
2. Major home occupations A and B subject to the provisions of KCC Chapter 17-26.
3. Residential child care subject to the provisions of KCC Chapter 17-26.
4. Temporary buildings for uses incidental to construction work subject to the provisions of KCC 17-30-7, which buildings must be removed upon the completion or abandonment of the construction.
5. Temporary tract offices and development signs subject to the provisions of KCC 17-30-7 and KCC Chapter 17-33.
6. Twin homes subject to the provisions of KCC Chapter 17-28.
7. Farm animals subject to the provisions of KCC Chapter 17-24.
8. Swimming clubs subject to the provisions of KCC 17-31-10.
9. Public utility substations subject to the provisions of KCC 17-31-15.

17-14-5 Height Regulations

1. No building shall exceed thirty feet (30') in height, except as provided in KCC 17-25-2.
2. No accessory building shall exceed fifteen feet (15') in height, except as provided in KCC 17-25-2 and KCC 17-31-2.
3. No main building shall be less than ten feet (10') in height, or no accessory building less than six feet (6') in height.

17-14-6 Area, Lot Width, And Yard Requirements

The following minimum requirements shall be observed except where increased for conditional uses.

1. The lot area shall be not less than eight thousand (8,000) square feet.
2. The minimum width of any lot for a main building shall be seventy feet (70') at a distance thirty feet (30') back from the front lot line.
3. The front yard for any building shall be at least twenty-five feet (25').
4. The side yard for any dwelling shall be not less than eight feet (8') and the total width of the two (2) required side yards shall be not less than sixteen feet (16').
5. Other main buildings shall have a side yard of not less than twenty feet (20') and the total width of the two (2) required side yards shall be not less than forty feet (40').
6. On corner lots, the yards which abut a street shall be not less than twenty feet (20') from the street for both main and accessory buildings.
7. The minimum rear yard for any main building shall be fifteen feet (15').

PRUD Overlay Zone

17-34-1 Purpose

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

17-34-2 Planned Residential Unit Development Defined

Planned Residential Unit Developments are either common open space subdivisions, private street subdivisions, flag lot subdivisions, or a combination.

17-34-3 Planned Residential Unit Development Overlay Zone

The Planned Residential Unit Development overlay zone may be allowed in the agricultural and residential districts after review and approval of the subdivision and development agreement as applicable. Application for a Planned Residential Unit Development does not guarantee the applicant nor the property owner the right to exercise the provisions of this Chapter.

17-34-4 Zone Flexibility

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

17-34-5 Additional Criteria

1. In considering the application for Planned Residential Unit Development overlay zone, the following shall be evaluated:
 1. A comprehensive and harmonious arrangement of buildings, circulation ways, parking and development amenities.
 2. The relationship to existing and proposed land uses and circulation plans of the community, and avoidance of any disrupting element in the neighborhood.
 3. Housing Types.
 4. Impacts of the roads, lanes or driveways on adjacent properties.
 5. Impacts on the privacy of adjacent properties.
2. These may be mitigated by imposing conditions such as:
 1. Fencing.
 2. Landscaping for screening and/or aesthetics.
 3. Building placement, height and mass.
 4. Building design, such as number of stories, exterior building materials and placement of windows on corner lots and second levels.
 5. Reduction in density.
 6. Grading.

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

Identity and Character:

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

Growth and Development

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

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

Housing

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

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

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

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

D. Housing developments should essentially pay for themselves.

200 North is classified as a Major Street per Kaysville City's Major Street Plan in Section 8-3-2.

Recommendation:

Rezone:

The Planning Commission voted unanimously to recommend approval of the rezone of 3 acres of property at 1576 West 200 North from R-A to R-2 with the PRUD Overlay Zone with the following additions to the development agreement:

- Minimum of 8-10 guest parking stalls outside garages and driveways.
- A turn around or something complying with public safety turn around requirements where the road stops at the southeast corner.
- Language change in the development agreement to reflect the option for inclusion of the open space by either ownership or easement rights.
- Two connections to the D&RGW rail trail.

Attachments: Development Agreement and exhibits / Rezone Ordinance



**DEVELOPMENT AGREEMENT
FOR A TOWN HOME PROJECT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019 by and between Kaysville City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter the “City”), and _____(hereinafter the “Developer;”) (“Developer” includes successors and/or assigns of _____, as follows:

RECITALS

WHEREAS, Developer is desirous of developing a single family attached subdivision (the “Subdivision”) on certain real property located in the City of Kaysville, County of Davis, State of Utah and more particularly described on the approved site plan, construction drawings and buildings plans. The conceptual site plan is attached hereto as Exhibit B (the “Site Plan”); and

WHEREAS, the purpose of this Agreement is to define the development standards, conditions and improvements, schedule for development of the Subdivision and other terms and conditions pursuant to which the Subdivision proposed by Developer is to be developed within the City; and

WHEREAS, the City is willing to rezone the Property to the R-2 (single and two family zoning district) to include the PRUD (Planned Residential Unit Development) overlay zone as indicated in Exhibit D for the purpose of authorizing the development of the Subdivision proposed by Developer in conformance with this Agreement, City Ordinances, and applicable Utah law;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. GENERAL DESCRIPTION.

A. Area Description. The property upon which the Subdivision shall be developed (the “Property”) is located as shown on the Property Location Map, a copy of which is attached as Exhibit A hereto and incorporated by reference herein. The property is further described as parcels #_11-421-0021 and Easterly Approx .5 acre of 11-406-0014_Through easement rights.

B. Project Description. The project proposed by Developer is a residential common open space subdivision. The Subdivision shall include single family attached units each to be platted on its own lot with a common area owned and maintained by a home owners association.

2. DEVELOPMENT STANDARDS AND GUIDELINES

A. Adoption of Development Standards. The City hereby adopts, as the development standards and guidelines for the Subdivision (the “Development Standards”), the following in addition to all other applicable City Ordinances, standards and guidelines:

(1) Compliance With Approved Plans. Developer shall comply with all requirements identified in the approved site plan included as Exhibit B, and the development of the Subdivision shall conform in all material respect with the approved site plan.

(2) Allowed uses. Developer shall be permitted to construct single family attached dwellings and supporting infrastructure including private streets, landscaping, and amenity improvements as shown on Exhibit B.

(3) Number of Units. Developer shall be limited to develop no more than 29 dwellings as indicated in Exhibit B.

(4) Architecture. Developer shall construct homes in the Subdivision in substantial compliance and conformance with the Architecture as set forth in Exhibit C. Exhibit C contains a likeness of the design that the developer will use. It is not considered final or preliminary plans. It is an example of the colors and designs anticipated that the developer will

use. Colors will be traditional and fitting with the hometown feel of Kaysville city. All materials will be brick, stucco, or cement fiber board.

(5) Lighting. Exterior lighting on the building and throughout the site shall enhance safe circulation of pedestrians and vehicles while reflecting light away from any adjoining properties or uses. Acceptable lighting fixtures should shield the light source to reduce glare, light trespass into neighboring properties, and light pollution.

(6) Fencing. Fencing will be installed on the perimeter of the town home project on the property line except for on the South side along 200 N Street. Fencing is already in place on the property to the West of the project and will remain and be the fencing at that location. Fencing to be vinyl. Approvals must be obtained from Tesoro (who has a 16.5' easement along the Easterly property line and has certain restrictions that can affect fencing) and/or UTA. At this time the developer and the city have reached out to each entity and they are willing to consider a fence on the Easterly property line, however they will not formally approve said fencing until they have reviewed it through their required processes. If permission is not obtained to place the fence on the property line alternative solutions must be agreed upon by the city and the developer.

(7) On street parking. No on street parking will be allowed in the town home project outside designated areas for parking. This will be enforced by the HOA through ticketing and fines as outlined in the HOA rules and regulations that will be set up for this project.

(8) Pipeline. Disclosure of the Tesoro pipeline and location of the easement will be placed on the final plat.

(9) Garbage can storage. All garbage cans will need to be stored inside the garage of each residence.

(10) Duties of the HOA. Among the duties of the HOA that will be formed are as follows (this is not a comprehensive list). The HOA will be professionally managed by a company decided upon by the HOA. All collection of fees and payment of bill will be by the management company. This company should have a website to help manage and make convenient communication between the owners and management company. The management company will have power to enforce no on street parking through ticketing. Enforcement of keeping garbage cans out of sight and maintaining the common areas on good condition.

(11) Open Space. The Northerly approximate .5 acre where the extended common area is to be located may be included in the project as property included with the Subdivision and owned and maintained by the HOA or by easement rights recorded with the Davis County Records office for a perpetual easement over tax ID #11-406-0014. If included by easement, the HOA will enter into a private agreement with the current property owner to obtain an easement for the installation and maintenance of the is approximate .5 acre as common area for the project. This area will be fenced. Building 6 (Exhibit B) will be able to be placed up to the property line allowing the rear yard setback to be part of the common area that is created by the easement.

(12) Required Yards. No building may be located closer than 15 feet from the property line abutting 200 North Street, 8 feet from the western property line, 25 feet from the eastern property line, and buildings may be as close as 0' from the northern property line so long as it abuts common area referred to in section 2. A (11) of this agreement. No portion of any building may be located closer than 10 feet to any private street improvement, all driveways within the development must be at least 20 feet in length.

(13) Building Height. All buildings within the development shall be limited to 2 stories above existing grade and must be within the 30 foot height limit set by Kaysville City Ordinances.

(14) Access. Access into and out of the property shall be located and across from and aligned with Mountain Vistas Road. All streets shall comply with applicable fire code for access and turn-arounds.

(15) Trail Connection. Developer shall install two connections from the Subdivision to the D&RGW rail trail to the east.

(16) Guest Parking. A minimum of 8 guest parking stalls shall be provided in addition to parking provided within private garages and driveways.

B. Findings of Compatibility. In adopting the Development Standards identified in Section 2, the City hereby expressly finds that the development of the Subdivision, in conformance with the Development Standards and this Agreement, promotes the creation of a desirable residential neighborhood in an appropriate location. The City further finds that the development of the Subdivision, in conformance with the Development Standards and this

Agreement, will not violate the general purpose, goals and objectives of the City Ordinances and any plans adopted by the Planning Commission and City Council of the City.

Subject to the Developer's performance and compliance with the terms of this Agreement and City Ordinances in effect on the date of this Agreement, Developer's rights to develop the Subdivision in accordance with the approved site plan will be vested pending the approval of Preliminary and Final Subdivision Plans subject to the requirements and provisions of Kaysville City Code Title 19 and approval from all affected utility providers verifying the ability to serve the proposed Subdivision.

3. ON-SITE PROJECT IMPROVEMENTS

Developer shall construct and install all site improvements, including utilities, required for the Subdivision, at Developer's sole cost and expense, in compliance with approvals, and all applicable ordinances, regulations, standards and status of the City, the secondary water provider, The Central Davis Sewer District, other providers and the State of Utah.

4. OFF-SITE PROJECT IMPROVEMENTS

In accordance with applicable standards and subject to the design approval of the City Engineer, Developer shall construct and install street improvements, utilities, and drainage improvements, on 200 North as necessary, with construction of the on-site improvements.

5. REPRESENTATIONS OF DEVELOPER

A. Authority. Developer hereby represents that is has authority to proceed with the Subdivision.

B. Ability. Developer represents that it has the ability to timely proceed with the development and construction of the Subdivision. Developer agrees to begin construction of the

Subdivision as soon as practicable and complete development in accordance with the Development Procedures outlined in Kaysville City Code Title 19, Subdivisions.

6. ASSIGNMENT

Developer may assign this Agreement to any other third party provided that the City consents to such assignment, which consent shall not be unreasonably withheld, upon a showing to the satisfaction of the City that such third party has the financial ability to perform Developer's obligations hereunder.

7. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. ATTORNEY'S FEES

In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

9. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

10. CAPTIONS

The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

11. GOVERNING LAW

This Agreement and all matters relating hereto, shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

12. ENTIRE AGREEMENT

This Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement by and among the parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

13. CONSTRUCTION

As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

14. AUTHORIZATION OF EXECUTION

A. City. The execution of this Agreement by the City has been authorized by the City Council of Kaysville City at a regularly scheduled meeting of that body, pursuant to the notice.

B. Developer. The execution of this Agreement has been duly authorized by the Developer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DEVELOPER

ATTEST:

By: _____

DEVELOPER

TITLE

Secretary

KAYSVILLE CITY

ATTEST:

By:

Annemarie Plaizier
City Recorder

Katie Witt
Mayor

On the ____ day of _____, 2019, personally appeared before me KATIE WITT, and ANNEMARIE PLAIZIER, who being by me duly sworn did say, each for himself and herself that she, the said KATIE WITT, is the Mayor of Kaysville City, Davis County, State of Utah and that she, the said ANNEMARIE PLAIZIER, is the City Recorder of Kaysville City, and that the within and foregoing instrument was signed on behalf of the said Kaysville City by authority of the City Council of Kaysville City and said KATIE WITT and ANNEMARIE PLAIZIER, each duly acknowledged to me that the said Kaysville City executed the same and that the seal affixed is the seal of the said Kaysville City.

NOTARY PUBLIC

(SEAL)

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On the ____ day of _____, 2019, personally appeared before me, DEVELOPER, the signer of the foregoing Development Agreement for DEVELOPER, who duly acknowledged to me that he executed the same for and on behalf of DEVELOPER.

NOTARY PUBLIC

(SEAL)

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

Exhibit A - Property Location Map

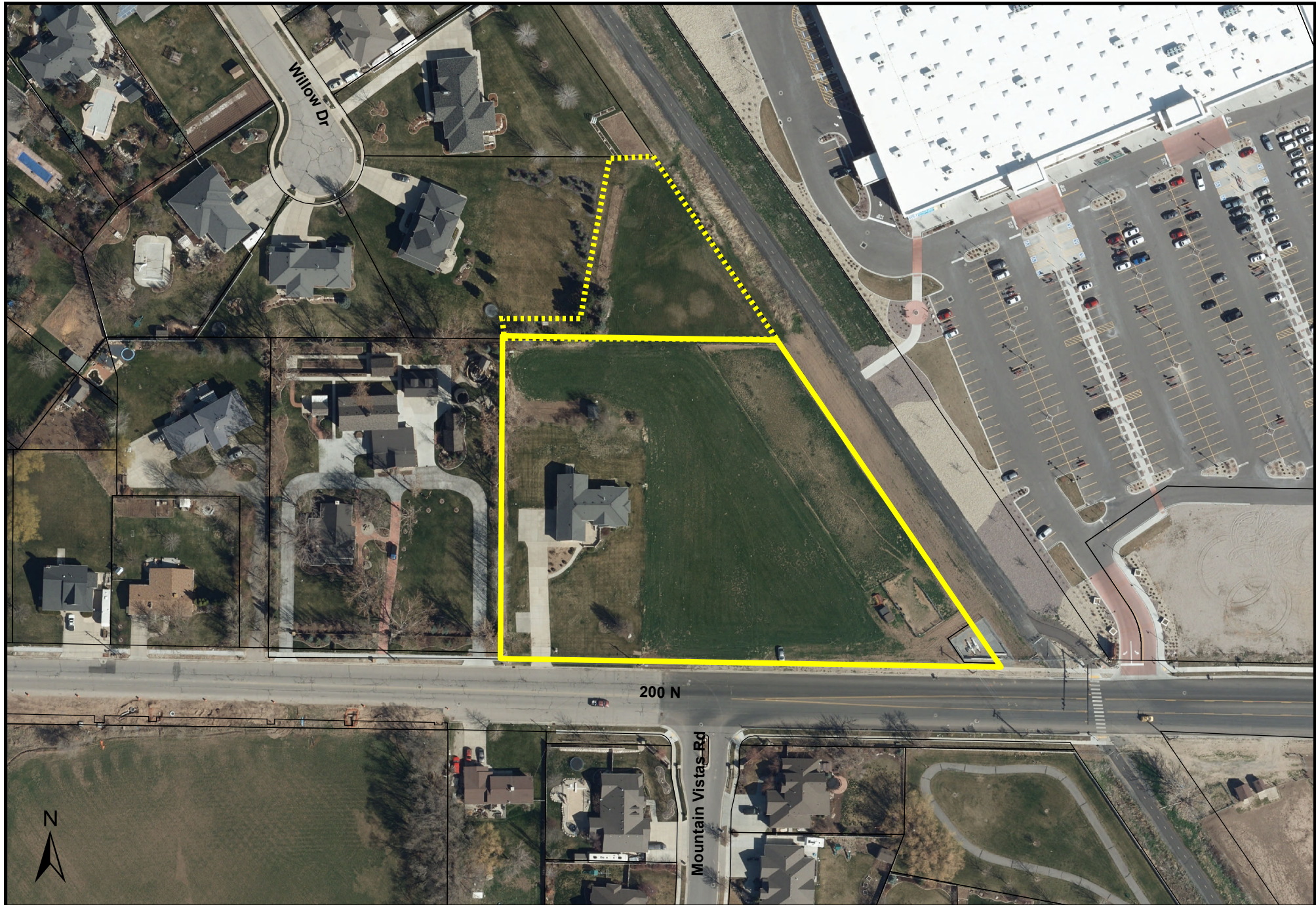
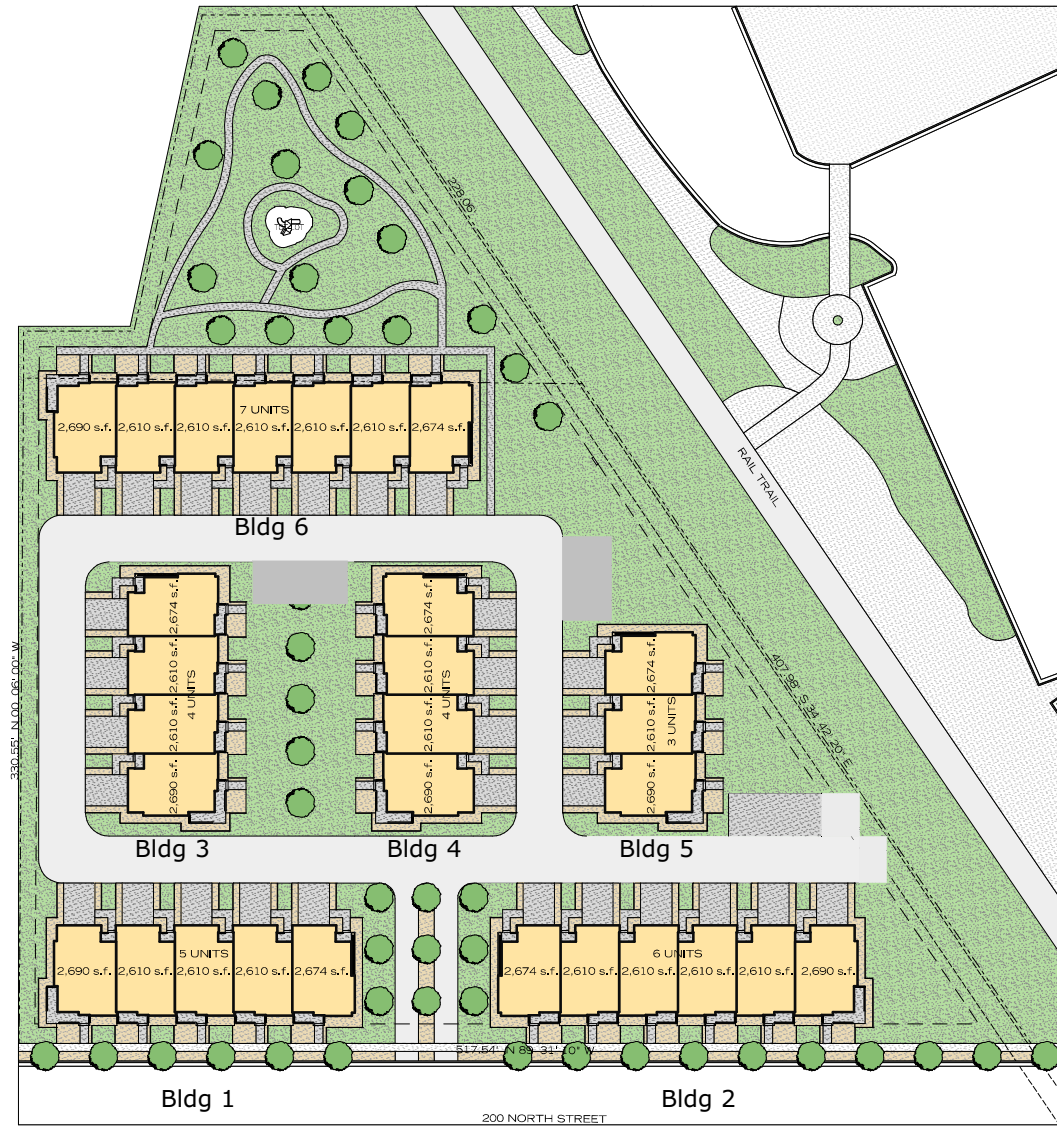


Exhibit B

[illegible]

BÖTTPANTONE ARCHITECTS

 620 24TH STREET
 OGDEN, UT 84401
 BP-ARCHITECTS.NET
 P 801.394.3033
 F 801.394.9064

SITE PLAN LEGEND:

- | | |
|---|---|
|  | : Area of building construction |
|  | : Landscaping |
|  | : Existing landscaping to remain - protect from damage. |
|  | : Asphalt paving. |
|  | : Existing asphalt paving to remain - protect from damage. |
|  | : Concrete paving. |
|  | : Existing concrete paving to remain - protect from damage. |

ARCHITECTURAL SITE PLAN
OPTION 05

1" = 30', 1' = 1'-0"
02.08.19 CONCEPTUAL DESIGN
Project Number: 1884

NOT FOR CONSTRUCTION

GREEN PARK TOWNHOME DEVELOPMENT
1576 WEST
KAYSVILLE, UTAH



Exhibit C



BOTT PANTONE ARCHITECTS
3202 4TH STREET
OGDEN, UT 84401
3840 CONTRACTS N.E.
P. 801.394.3333
F. 801.394.9004



RENDERINGS

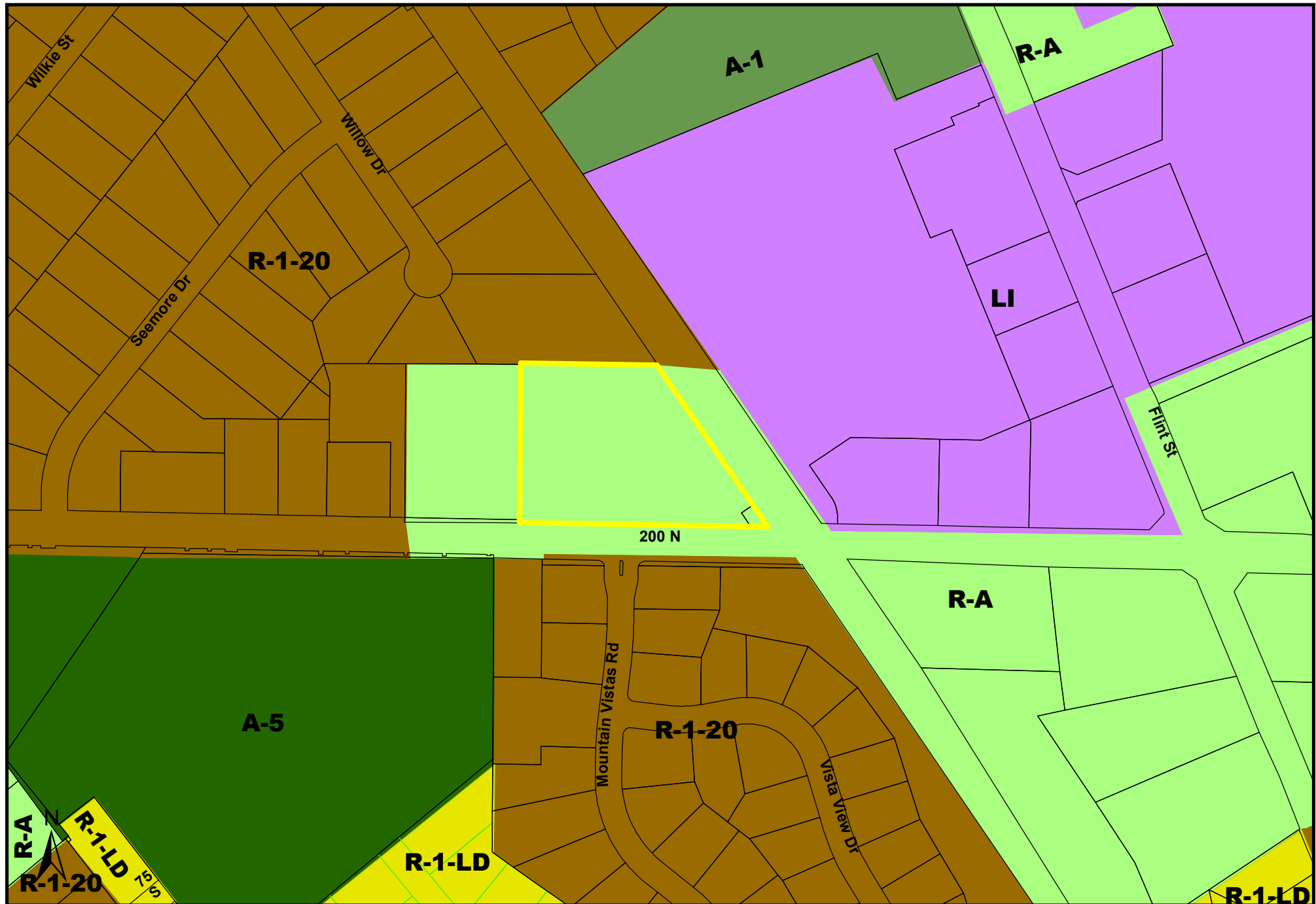
NO.	DATE	DESCRIPTION

09.28.18 CONCEPTUAL DESIGN
Project Number: 1884

NOT FOR CONSTRUCTION

GREEN PARK TOWNHOME DEVELOPMENT
1576 WEST
KAYSVILLE, UTAH

Exhibit D - Rezone of 3 acres of property at 1576 West 200 North from R-A to R-2 PRUD



ORDINANCE NO. 19-3-2

AN ORDINANCE REZONING A CERTAIN PORTION OF KAYSVILLE CITY FROM THE KAYSVILLE CITY R-A ZONE TO THE KAYSVILLE CITY R-2 ZONE TO INCLUDE THE PRUD OVERLAY, HEREINAFTER FULLY DESCRIBED; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of Kaysville City, State of Utah, has determined in an open meeting to rezone certain real property by removing it from Kaysville City R-A and placing it in Kaysville City R-2 zoning district with the PRUD overlay zone; and

WHEREAS, said meeting was duly and regularly held and the interested parties were given an opportunity to be heard; and

WHEREAS, the Kaysville City Planning Commission has made a recommendation to the City Council on said rezoning; and

WHEREAS, the City Council after due consideration of said rezoning has concluded that it is in the best interest of the City and the inhabitants thereof that said rezoning be accomplished;

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

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

SECTION II:

The real property as shown on the attached map, which is made a part hereof, containing approximately 3 acres, shall be and the same is hereby rezoned and the Zoning Map amended by removing the same from Kaysville City R-A zone and placing the same in Kaysville R-2 zoning district with the PRUD overlay.

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

SECTION VI:

This Ordinance shall take effect 30 days after final passage by the Kaysville City Council.

PASSED AND ADOPTED by the City Council of Kaysville City, Utah, this ___th day of _____,
2019

Katie Witt
Mayor

ATTEST:

Annemarie Plaizier
City Recorder

APPROVED AS TO FORM:

Nicholas C. Mills, City Attorney