MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, June 6, 2019, starting at 6:30 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT. An Architectural Review Committee Meeting will be held at 8:00 p.m. or as soon thereafter as the City Council Meeting adjourns.

PUBLIC HEARINGS

6:30 P.M. MUNICIPAL BUILDING AUTHORITY HEARING – ISSUANCE OF BONDS FOR THE PURPOSE OF CONSTRUCTION, RENOVATION AND EXPANSION OF CITY HALL

6:45 P.M. REDEVELOPMENT AGENCY BUDGET HEARING

6:50 P.M. MUNICIPAL BUILDING AUTHORITY BUDGET HEARING

6:55 P.M. KAYSVILLE CITY COUNCIL BUDGET HEARING FISCAL YEAR 2020 – ENTERPRISE FUNDS INTER-FUND SERVICES AND TRANSFERS

7:00 P.M. KAYSVILLE CITY COUNCIL BUDGET HEARING FISCAL YEAR 2020

CITY COUNCIL

The agenda shall be as follows:

1. OPENING
   a. Provided by Council Member Dave Adams.

2. RECOGNITIONS AND PRESENTATIONS
   a. Youth City Council Recognition.

3. DECLARATION OF ANY CONFLICTS OF INTEREST

4. CONSENT ITEMS
   a. Approval of minutes of the May 16, 2019 meeting.
   b. Acceptance of Improvements for the Brady Estates Subdivision.
   c. Parks & Recreation Vehicle Replacement Purchase.
   d. Award of Bid for 2019 Concrete Replacement Project.
   e. Approval of an Interlocal Cooperation Agreement between Kaysville City and Davis County Regarding the Reconstruction of a Segment of Mutton Hollow Road.
   f. Resolution Adopting and Approving an Interlocal Cooperation Agreement Relating to the Conduct of Community Development Block Grant Program for Federal Fiscal Years 2020, 2021, and 2022.

5. ACTION ITEMS
    a. Request to Rezone 0.98 Acre of Property at 370 South Angel Street from R-A (Residential Agriculture) to the R-1-20 (Single Family Residential) Zoning District – Catherine L. Webster.
    b. Preliminary Plat Approval for David's Place Subdivision at 370 South Angel Street – Catherine L. Webster.
    c. Request to Rezone 5.74 Acres of Property at 1955 West 200 North from A-5 (Heavy Agriculture) and R-A (Residential Agriculture) to the R-1-8 (Single Family Residential) Zoning District to Include the PRUD Overlay Zone – Brad Frost/Capital Reef Management.

6. WORK ITEMS
    a. Budget Discussion.

7. CALL TO THE PUBLIC (3 MINUTE LIMIT, MUST SIGN UP IN PERSON)

8. COUNCIL MEMBER REPORTS

9. ADJOURNMENT

ARCHITECTURAL REVIEW COMMITTEE MEETING – 8:00 PM

1. Consideration of a New Professional Office Building at Lot 117B, (Approximately 700 North Kays Drive).

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 May 31, 2019.

Annemarie Plaizier

Annemarie Plaizier
City Recorder

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

PUBLIC NOTICE IS HEREBY GIVEN that pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (collectively, the "Act"), on May 2, 2019 the Governing Board (the "Governing Board") of the Municipal Building Authority of Kaysville City, Utah (the "Authority") adopted a resolution (the "Resolution") declaring its intention to issue its Lease Revenue Bonds, Series 2019 (to be issued in one or more series and with such other or further designation(s) as the Authority may determine) (the "Bonds").

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Authority shall hold a public hearing on June 6, 2019, at the hour of 6:30 p.m. The location of the public hearing is 23 East Center Street, Kaysville, Utah. The purpose of the meeting is to receive input from the public with respect to (i) the issuance of the Bonds and (ii) any potential economic impact that the improvements, facility or property financed in whole or in part with the proceeds of the Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE BONDS

The Bonds will be issued for the purpose of (a) financing the construction, renovation and expansion of the Kaysville City Hall and related improvements (collectively, the "Project"), (b) funding any required deposit to a debt service reserve fund, and (c) paying issuance expenses of the Bonds.

PARAMETERS OF THE BONDS

The Authority intends to issue the Bonds in the principal amount of not to exceed Four Million Three Hundred Thousand Dollars ($4,300,000), to bear interest at the rate or rates of not to exceed a net effective rate of six percent (6.0%) per annum, to mature in not more than seventeen (17) years from their date or dates of issuance, and to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, plus accrued interest to the date of delivery.

The Bonds are to be issued and sold by the Authority pursuant to the Resolution, including as part of said Resolution, forms of a General Indenture of Trust (the "General Indenture"), a Supplemental Indenture of Trust (the "Supplemental Indenture" and collectively with the General Indenture, the "Indenture"), a Bond Purchase Agreement (the "Purchase Agreement"), a Master Lease Agreement (the "Master Lease"), certain Security Documents (the "Security Documents"), and a Ground Lease (the "Ground Lease"), which were before the Governing Board and attached to the Resolution at the time of the adoption of the Resolution and said General Indenture, Supplemental Indenture, Purchase Agreement, Master Lease, Security Documents, and Ground Lease are to be executed by the Authority in such form and with such changes thereto as shall be approved by the Authority; provided that the principal amount, interest rates, maturity, and discount of the Bonds will not exceed the maximums set forth above.

Copies of the Resolution, General Indenture, Supplemental Indenture, Purchase Agreement, Master Lease, Security Documents, and Ground Lease are on file in the office of the City Recorder of Kaysville City (the "City") located at 23 East Center Street, Kaysville, Utah, where they may be examined during regular business hours of the City from 8:30 a.m. to 5:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the last date of publication of this notice.

SECURITY FOR THE BONDS

This Bonds are to be issued under and secured by and entitled to the protection of the Indenture, pursuant to which all base rentals payable by Kaysville City, Utah (the "City") under the Master Lease and, if paid by the City, the Purchase Option Price, are assigned to secure the payment of principal of, interest on, and premium, if any on the Bonds. Additionally, a security interest in the Project shall be granted to the holders of this Bonds pursuant to the Master Lease, to further secure the Authority's obligations under the Indenture.

OUTSTANDING BONDS SECURED BY LEASE REVENUES

The Authority currently has $4,002,000 of other bonds outstanding secured by lease revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at: https://reporting.auditor.utah.gov/searchreport. For additional information, including any information more recent than as of the date of the Financial Report, please contact Dean Storey, Finance Director at (801) 546-1235.

TOTAL ESTIMATED COST

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Bonds if held until maturity is $5,129,641.

NOTICE IS HEREBY GIVEN that a period of thirty (30) days from and after the last date of the publication of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Indenture, Purchase Agreement, Master Lease, Security Documents, or Ground Lease, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever; and (ii) registered voters within the City may sign a written petition requesting an election to authorize the issuance of the Bonds. If written petitions which have been signed by at least twenty percent (20%) of the registered voters of the City are filed with the Authority during said thirty (30) day period, the Authority shall be required to hold an election to obtain voter authorization prior to the issuance of the Bonds. If fewer than twenty percent (20%) of the registered voters of the City file a written petition during said thirty (30) day period, the Authority may proceed to issue the Bonds without an election.

DATED this May 2, 2019.

/s/ Annemarie Plaizier
Secretary-Treasurer

KAYSVILLE CITY
PUBLIC HEARING NOTICE
FY 2020 BUDGET HEARINGS

Kaysville City will hold Budget Hearings on June 6, 2019 in the Council Room (Room A) of the Kaysville City Municipal Center, 23 East Center Street, Kaysville related to the Kaysville City Fiscal Year 2020 Budgets.

6:45 p.m. Redevelopment Agency Budget Hearing

Notice is hereby given that the Kaysville Redevelopment Agency will hold a Budget Hearing on June 6, 2019 at 6:45 p.m. The agenda shall be as follows:

1. Opening.
2. Amendments to the Kaysville City Redevelopment Agency Budget for Fiscal Year 2019.
3. Consideration of the Kaysville Redevelopment Agency Budget for Fiscal Year 2020.
4. Adjournment.

6:50 p.m. Municipal Building Authority Budget Hearing

Notice is hereby given that the Kaysville Municipal Building Authority will hold a Budget Hearing on June 6, 2019 at 6:50 p.m. The Agenda shall be as follows:

1. Opening.
2. Amendments to the Kaysville City Municipal Building Authority Budget Fiscal Year 2019.
3. Consideration of the Kaysville Municipal Building Authority Budget for Fiscal Year 2020.
4. Adjournment.

6:55 p.m. Kaysville City Council Budget Hearing Fiscal Year 2020 – Enterprise Funds Inter-fund Services and Transfers.

Notice is hereby given that the City Council will hold a Budget Hearing on June 6, 2019 at 6:55 p.m. The Agenda shall be as follows:

1. Opening.
2. Enterprise Funds Inter-fund Services and Transfers.
3. Adjournment.

7:00 p.m. Kaysville City Council Budget Hearing Fiscal Year 2020

Notice is hereby given that the City Council will hold a Budget Hearing on June 6, 2019 at 7:00 p.m. The Agenda shall be as follows:

1. Amendments to the Kaysville City Fiscal Year 2019 Budgets.
2. Consideration of the Kaysville City Fiscal Year 2020 Budgets.

The tentative budgets have been adopted and are available for public inspection at the City Office (23 East Center) during regular business hours.

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 office at 546-1235.

I hereby certify that I posted a copy of the foregoing Notice and Agendas at City Hall, mailed copies to media representatives, and sent a copy to the Davis County Clipper for publication.

Annemarie Plaizier

Annemarie Plaizier
City Recorder

KAYSVILLE CITY
LIBRARY ENDOWMENT FUND COMMITTEE MEETING
May 16, 2019

Minutes of a Library Endowment Fund Committee Meeting held on May 16, 2019 at 6:30 p.m. in the City Council Chambers of the Kaysville City Municipal Center.

Committee Members present: Katie Witt, Dave Adams, Larry Page, Jake Garn, Michelle Barber, Stroh DeCaire

Others Present: City Manager Shayne Scott, Finance Director Dean Storey, City Recorder Annemarie Plaizier, Community Development Director Lyle Gibson, Josh Johnson, Lynette Mills, Matt Goff, Andrew Cohill

OPENING

Chairperson Witt opened the meeting by welcoming those present.

BLOOD ENDOWMENT BOARD MEETING

Matt Goff said that he is the Collection Development Manager for the Davis County Library. In May 2018 the Davis County Library requested $50,000 from the Blood Endowment Board in order to expand their electronic collections, with the majority of the funds to be sent to the children's e-resource collections. Their main focus was on children's materials with some young adult titles added. No adult titles were considered. Many available eBook titles are listed by the book's publisher as "metered access", which means that these are titles that are only active for a certain number of checkouts or a prescribed period of time. At the end of this time or checkout period, the title is deactivated and the book must be purchased again. As a result, no metered access titles were considered as part of this request. The library only wanted to purchase titles that would be in the Blood Endowment Collection on a permanent basis. Most eAudio titles are considered "one copy, one user", meaning that titles are purchased outright and do not expire. However this also means that only one user can use a copy at a time, potentially leading to long waiting periods. Because these are electronic items and stored on the cloud off-site, the price of these books are usually 25-50% more than the list price of the same title in print. An advantage of purchasing electronic formatted material is that the item is available when it is ordered. So there is no need to wait for shipping and, with non-metered titles, they don't wear out or expire but are in the collection permanently. For the 2019 year, the Davis County Library would like to make a smaller request from the Blood Endowment Board for $35,000. As the children's collection at Kaysville continues to be one of the most heavily used collections in the building, the emphasis of this year's request will be on the purchasing of children's and young adult print titles. This includes picture books, hardbacks, paperback, easy readers, board books, and books on compact disc. This will allow the library to replace some well-loved titles as well as increase what is available on the shelves for children to choose from. As always, these items will be marked with a special spine label acknowledging the generosity of the Alan and Kay Blood Endowment Fund which makes these purchases possible. These titles will be searchable through the library website and at each branch on the electronic catalog.

Chairperson Witt asked about the collection and if it will remain at the Kaysville Branch.

Lynnette Mills, with the Davis County Library, said that the collection might be circulated throughout their seven branches within Davis County, but they will always come back to the Kaysville Branch to live.

Matt Goff added that it was in the agreement that if any of the collection was discarded, it wouldn't go back to the County but would be disposed of as well.

Member Garn made a motion to approve the request for $35,000 from the Blood Endowment Fund, seconded by Member Page.

The vote on the motion was as follows:

Member Adams, yea
Member Page, yea
Member Garn, yea
Member Barber, yea
Member DeCaire, yea

The motion passed unanimously.

ADJOURNMENT

Member Barber made a motion to adjourn the Library Endowment Fund Committee Meeting at 6:40 p.m., seconded by Member Garn and passed unanimously.

KAYSVILLE CITY COUNCIL
May 16, 2019

Minutes of a regular Kaysville City Council held May 16, 2019 at 7:00 p.m. in the City Council Chambers of the Kaysville City Municipal Center.

Council Members present: Mayor Katie Witt, Council Member Dave Adams, Council Member Larry Page, Council Member Jake Garn, Council Member Michelle Barber, and Council Member Stroh DeCaire

Others Present: City Manager Shayne Scott, City Attorney Nic Mills, Finance Director Dean Storey, City Recorder Annemarie Plaizier, Community Development Director Lyle Gibson, Public Works Director Josh Belnap, Police Chief Sol Oberg, Seth Ellington, Shawn McKinnon, Reed Nelson, Bev Nelson, Andre Lortz, Jared Jensen, Camille Jensen, Jared Jensen, Melanie Moore, Eric Moore, Ryker Zeh, Henry Sommer, Brindee Badger, Dillon Badger, Brett Seifert, Jacob Seifert, Russell Seifert, Pam Seifert, Henna Seifert, Chase Ritter, Samantha Ritter, Chad Ritter, Whitnee Ritter, Tammy Ritter, Brett Tarbox, Blair Hayes, Charles Hayes, Conner Gibbs, Logan Gibbs, Russ Peirce, Andrew Cohill

OPENING

Opening provided by Council Member Page.

RECOGNITIONS AND PRESENTATIONS

SWEARING-IN OF NEW KAYSVILLE POLICE OFFICERS – JACOB SEIFERT, CHASE RITTER, AND JARED JENSEN

Chief Sol Oberg stated that the Police Department has recently hired three new officers. Jacob Seifert and Chase Ritter just graduated from the Police Academy, and Jared Jensen has about eight years of experience. Chief Oberg said that Officer Seifert and Ritter received every award that the Academy gives and is excited for these three officers to become part of their department.

Mayor Witt administered the Oath of Office to the new Kaysville City Police Officers, Jacob Seifert, Chase Ritter and Jared Jensen.

KAYSVILLE FIBER TO THE HOME, BUSINESS MODEL/FEASIBILITY STUDY PRESENTATION – DESIGN NINE

Andrew Cohill, representing Design Nine, said that they have been working with the City to conduct a study relating to bringing fiber to Kaysville. They have been surveying residents and businesses on their broadband needs and interests. Over the past twenty years, broadband and internet access has become an essential infrastructure and an improved internet service supports businesses and personal needs. More than 85% of Kaysville's businesses and residents want better internet. The majority of the businesses have indicated that the Internet is important to the success of their business over the next five years. Almost half of those businesses who responded to the survey are based out of the home, and about 54% of businesses said they need employees to be able to work from home. The majority of businesses agreed that the City should help facilitate better Internet services. In the residential survey done, 87% of those surveyed want better Internet service, and 81% agreed that the City should help facilitate a better Internet service. About 41% of residents have nine or more Internet-connected devices in their home, and 58% have indicated that availability of broadband Internet is affecting where they choose to live. People see this as an important amenity. During the development of their cost estimate, Design Nine sampled several different neighborhood and commercial areas. Both aerial and underground utilities were sampled, and full fiber layouts were completed. The costs for each study area were extrapolated to produce a city-wide cost. The cost model includes passing every home and business with gigabit fiber. It will be supported by symmetric service, meaning that there will be equal upload and download speeds. Fiber creates a forty-year asset that will support any and all services long into the future. Adding aerial fiber where utilities are already on the pole is a less expensive system, and supports a very rapid build out with many homes and businesses getting service quickly. Those areas with underground conduit or utilities will be more expensive to install, but less likely for the lines to be damaged. It is recommended by Design Nine that the City not compete with the private sector, but rather invest in a basic infrastructure and make it available to the private sector who will sell their services to the public. This wholesale infrastructure model offers a choice of providers, services and prices. Both Comcast and CenturyLink will be invited to use the network to provide services to existing and new customers. The City has two options for connection fees. The first is a subscription-based connection fee where service providers pay for access based on the number of customers they have subscribed. This type of plan is a higher financial risk to the city because the city will have to rely on providers to generate revenue to support the infrastructure operating costs. The other option is a utility-based connection fee where every household will pay a small amount to support the network operating costs. This will minimize the financial risk to the City. It would be similar to other utility fees charged to resident to support services, such as roads, libraries, schools, etc. The service providers would pay a flat fee for network access under this plan. Design Nine feels that the utility-based fee model will be the best option for the city as it will provide a choice of providers and services to the residents, while minimizing the financial risk to the city. It will ensure long-term financial sustainability. A typical monthly plan for residential service would be about $55 to $65.

Mayor Witt commented that the Technical Advisory Group met last night to review these results of the feasibility study. There will be another Open House on June 12th to discuss these results with the community.

DEPARTMENT REPORT, PUBLIC WORKS

Public Works Director Josh Belnap presented a report of the Kaysville Public Works Department for the 2018 year and explained that they have had many paving projects within the year, both with asphalt paving as well as preventative maintenance on the roads. They have been trying to better implement the active transportation plan and have painted over ten miles of bike lanes throughout the city. One of their projects this year was to work with residents where tree limbs are hanging into the road. Previously the city would trim those limbs, but this year we have tried to shift that responsibility to the residents and have had a very positive response. The city's Storm Water Manager has been serving as the Coalition Chair for Davis County and it's been a benefit to the city as he's been able to work with and learn from other cities. We have also been working to increase the education and outreach to the public regarding storm water. The Public Works department has been working on preventative maintenance and have inspected and cleaned over twenty miles of pipe in 2018. Since August 2018 they have been working on installing a new advanced metering infrastructure system. They have installed 7,700 meters of the 8,000 so far. They have also been working on exercising and flushing fire hydrants throughout the city to help ensure they are performing as they should. Flushing the fire hydrants also helps to improve water quality. The Public Works employees have spent many hours in safety trainings and programs, including working with the Kaysville Fire Department to receive CPR and AED training. This helps not only inside the workplace but outside as well. The city currently has about nine miles of roadway that is missing full improvements. They have adopted a policy on the installation of improvements and have prioritized locations within the city to focus on installing improvements based on objective data. This type of ranking can help plan future projects well in advance and it can help to create a community with greater walkability and connectivity.

Mayor Witt asked about which road projects will be under construction this season.

Josh Belnap said that Shepard Lane will be fully improved, as well as a portion of Sunset Drive. They will be repaving 400 West from 200 North Center Street in conjunction with the gas company installing new lines and will also be repaving 300 East from 200 North to 200 South in conjunction with a waterline project. Mutton Hollow is in serious need of being repaved, and the intersection of Mutton Hollow and Fairfield need to be improved. The city staff worked to obtain a grant which would have helped with these projects, but was not successful receiving that this grant this year. The city has been working with consultants over the last few weeks to see what our next steps should be.

Council Member Barber asked if sidewalks would be installed on the north area of Angel Street as there will be a new Junior High in that area.

Josh Belnap responded that there are sections along Angel Street that have curb missing, and others are only missing sidewalk. It really all comes down to timing and if they will have the resources to do those improvements.

Mayor Witt added that Staff already has many projects and we likely can't add more for this upcoming year since they are already stretched as thin as they can.

Council Member Adams asked when the other half of Sunset Drive would be fully improved.

Josh Belnap responded that they hope to be able to complete it next year, but the city wants to wait until West Davis Corridor is being constructed so we have a better idea of where exactly the connector road will be installed. Right now it looks like it might be constructed near the sewer district.

DECLARATIONS OF ANY CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

Council Member Adams asked that the following item be pulled for discussion:

c. Award of Bid for Sunset Drive Curb/Sidewalk and Paving Project.

Council Member DeCaire made a motion to accept the following Consent Items:

a. Minutes from the May 2, 2019 meeting.
b. Assigning the Kaysville Historic Preservation Commission Ordinance to Title 4 Chapter 9.
d. Acceptance of Amendment No. 3 to Interlocal Cooperation Agreement for Davis County Animal Services.
e. Acceptance of Interlocal Cooperation Transportation Project Reimbursement Agreement between Kaysville City and Davis County for Acceptance of Grant Award for Improvements to the Bonneville Shoreline Trail in the Kaysville Wilderness Park.

The motion was seconded by Council Member Garn.

The vote on the motion was as follows:

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

The motion passed unanimously.

C. AWARD OF BID FOR SUNSET DRIVE CURB/SIDEWALK AND PAVING PROJECT

Council Member Adams asked if all of the properties along Sunset Drive would be fully improved with curb, gutter and sidewalk.

Josh Belnap responded that the City has no previous right-of-way, or agreements with some of the properties on Sunset Drive, but Staff will continue to work with these property owners to ensure that we have the funding and agreements from them. Because they are limited on Staff, the plans needed to go out to bid before they could work with these properties on the agreements. It is not a question of if the properties will be fully improved, but when.

Council Member Adams suggested that a meeting be held with these residents of Sunset Drive to include them on the plans for this project and how it might impact their properties.

Council Member Garn made a motion to accept the Award of Bid for Sunset Drive Curb/Sidewalk and Paving Project, seconded by Council Member DeCaire.

The vote on the motion was as follows:

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

The motion passed unanimously.

ACTION ITEMS

REQUEST TO REZONE 0.91 ACRE OF PROPERTY AT 372 WEST BURTON LANE FROM R-A (RESIDENTIAL AGRICULTURE) TO THE R-1-20 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT – REED NELSON

Community Development Director Lyle Gibson explained that Reed Nelson owns the property at 372 West Burton Lane, located on the north side of Burton Lane. The property is barley under a half an acre in size and the applicant is requesting a rezone from the R-A to the R-1-20 zone in order to allow for a potential lot split. In the R-1-20 zone, the minimum lot size is 20,000 square feet, and has a 90 foot frontage requirement. The most likely development of a second lot on Mr. Nelson's property would be by way of a flag lot which requires a PRUD overlay zone. While the rezone of the property does not create any nonconforming issues for the existing lot, the ability to subdivide the property will require verification that there is sufficient acreage and square footage to meet the minimum requirements of the R-1-20 zone. Additionally, review of this subdivision request has identified that the city's right-of-way that could be vacated along the far west end of Burton Lane which would add more than the needed square footage for two lots in the R-1-20 zoning district, should the city be inclined to pursue process to vacate a portion of the right-of-way to the abutting property owners.

Reed Nelson commented that they haven't decide how they would subdivide their property, but wanted to plan for the future. If they decide to subdivide with a flag lot, they will likely move into the new home.

Council Member Garn asked about vacating the right-of-way.

Lyle Gibson responded that they would need to go through a formal vacation process separate from this rezone or a subdivision request.

Council Member Adams said that the amount Mr. Nelson needs is miniscule and would be helpful if the Council could still approve the rezone even if it off by a small square footage amount.

Lyle Gibson responded that right now an exception cannot be made and the applicant would have to have the minimum exact footage. If they find there isn't enough footage under the R-1-20 zone, Mr. Nelson could come back and request the R-1-14 zone which only requires 14,000 square feet per lot.

Council Member Adams made a motion to approve the request to rezone 0.91 acre of property at 372 West Burton Lane from R-A (Residential Agriculture) to the R-1-20 (Single Family Residential) zoning district for Reed Nelson, seconded by Council Member DeCaire.

Council Member Adams commented that he would support a vacation of the right-of-way. Having these right-of-way remnants is beneficial to the City when a right-of-way hasn't been established but Burton Lane has been, and there is no reason for the city to keep this right-of-way.

Council Member Garn agreed that it seems appropriate to pursue a right-of-way vacation here.

The vote on the motion was as follows:

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

The motion passed unanimously.

WORK ITEMS

BUDGET DISCUSSION FOCUSED ON IMPACT FEES AND STAFFING

Finance Director Dean Storey reviewed the proposed impact fees outlined in the tentative FY 2020 budget. Mr. Storey explained that the parks impact fee is being proposed to increase. Part of those impact fees will be going towards finishing Pioneer Park.

Council Member DeCaire commented that he feels that the proposed impact fees are adequate and will benefit the city. Kaysville is known for its parks and is something that many residents utilize. Our parks are something that have been and will continue to be utilized for years to come.

Council Member Garn commented that while cities provide largely only essential services, parks help to add to the health and vitality of the community. People notice how nice and well-kept Kaysville's parks are. They are utilized and help to draw people here as people want to live near parks.

Council Member Page said that there is a need for it and the parks and recreation is a big part of Kaysville. We likely are not meeting the demand the city already has.

Council Member Adams stated that it is not necessarily essential that the city must provide parks for residents. The parks impact fee being proposed is three times more than what it currently is, and he does not see the justification for such a large increase. Council Member Adams added that we should look at all of our needs in our parks and rotate the funds to address each of those needs yearly, rather than just putting them into one area year after year.

Council Member Garn commented that as the amount of developable land dwindles, the impact fees that we collect through development fees will also dwindle. We need to try to plan for the future.

Dean Storey reviewed the proposed tentative budget in regards to city staffing. There have been several requests for additional staff by every department. One position that will be mandatory to include in the budget is a billing clerk. This past year the city was told that there needs to be a segregation of specific duties and there is concern about billing redundancy. The cost for this position could be offset somewhat by enterprise funds because the position will be doing enterprise work. The city has minimal staffing as it is and each requested position is needed. However, there is not currently money in the budget for these new positions. If we approve them there will need to be sacrifices made in other areas of the general funds, which could potentially create more issues.

Council Member Adams asked about the three proposed school resource police officers.

Chief Oberg said that schools have been asking the Police Department for more resource officers for seven years. The Police Department is already limited in its staff and usually have to ask officers to cover schools part-time through overtime shifts. It is getting harder to find officers willing to work overtime hours in schools. While they had requested three full-time resource officers, they would take whatever extra help they were given. When school is not in session, those officers would be utilized in other areas of the city.

Council Member DeCaire commented that they aren't prepared tonight to go through the general funds and make cuts in order to accommodate these requested positions.

Dean Storey added that in the modified tentative budget it also shows the increase to the amount for per diems, as well as the amount in the agreement with the Davis County Animal Control. Other values will likely change and be modified from the tentative budget besides what has been discussed tonight, but will be presented to the Council for final approval.

CALL TO THE PUBLIC

Nothing was brought under this item.

ADJOURNMENT

Council Member Adams made a motion to adjourn the meeting at 10:00 p.m., seconded by Council Member Barber and passed unanimously.

STAFF REPORT

MEETING DATE: June 6, 2019 **ITEM NUMBER:** 4b

TYPE OF ITEM: Consent

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Acceptance of Improvements for the Brady Estates Subdivision

EXECUTIVE SUMMARY:

The Brady Estates Subdivision consists of 6 lots just off of Sunset Drive. The required improvements have now been completed and inspected by city staff and other applicable agencies and found to be acceptable.

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.

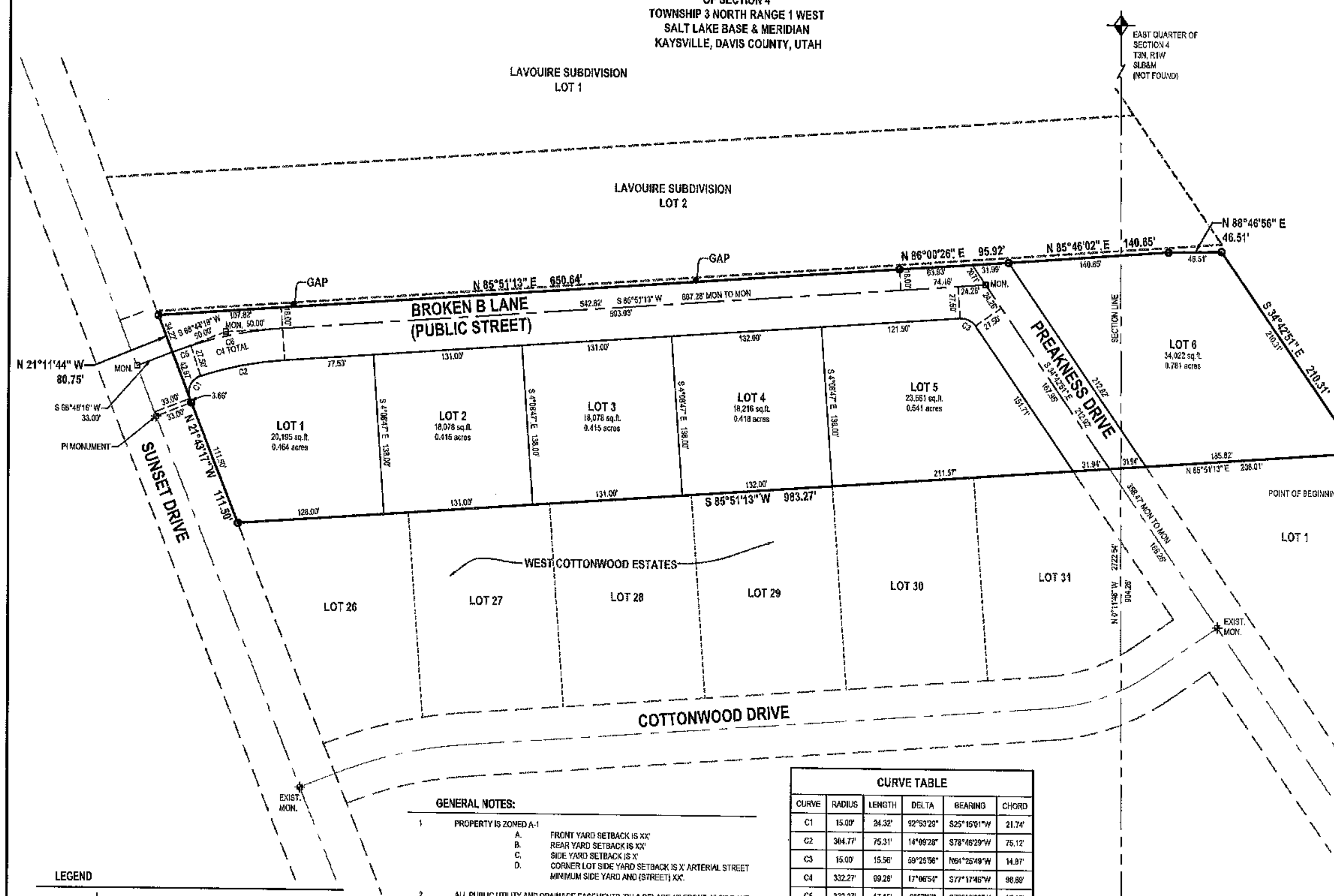
ATTACHMENTS:

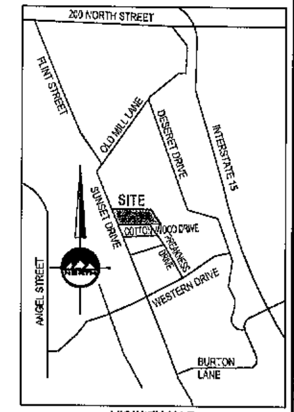
Attachment 1: Area Map
Attachment 2: Plat Map

Brady Estates Subdivision

BRADY ESTATES SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 4
TOWNSHIP 3 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
KAYSVILLE, DAVIS COUNTY, UTAH





VICINITY MAP
NO SCALE
KAYSVILLE, DAVIS COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, KEITH R. RUSSELL do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 164386 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as BRADY ESTATES SUBDIVISION and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area re-quirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

Beginning at the Northeast Corner of West Cottonwood Estates Subdivision, said point being North 0°11'48" West 2722.54 feet along the section line to the north line of West Cottonwood Estates Subdivision and North 85°51'13" East 208.01 feet along the north line of West Cottonwood Estates Subdivision from the Southeast Corner of Section 4, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running:

Thence South 85°51'13" West 983.27 feet along the south line of West Cottonwood Estates Subdivision to the east line of Sunset Drive;

Thence North 21°43'17" West 111.50 feet along the east line of Sunset Drive;

Thence North 21°11'44" West 80.75 feet along the east line of Sunset Drive;

Thence North 85°51'13" East 650.64 feet;

Thence North 86°00'26" East 95.92 feet;

Thence North 85°46'02" East 140.65 feet to the extension of the east line of West Cottonwood Estates Subdivision;

Thence South 34°42'51" East 210.31 feet along the extension of the east line of West Cottonwood Estates Subdivision to the point of beginning.

Contains 175,700 square feet, 40.34 acres, 6 lots

8-17-18
Date

Keith R. Russell
License no. 164386

PROFESSIONAL LAND SURVEYOR
REGISTERED
No. 164386
8-17-18
KEITH R. RUSSELL
STATE OF UTAH

OWNER'S DEDICATION

Known all men by these presents that I / we, the under- signed owner (s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

BRADY ESTATES SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.
In witness whereof I / we have hereunto set our hand (s) this________day of________________A.D., 20______.

By: ____________________ By: ____________________

By: ____________________ By: ____________________

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
County of Davis }S.S.

On the ______ day of ______________ A.D., 20______, ______________ personally appeared before me, the undersigned Notary Public, in and for said County of ______________ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the ______________ of ______________ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES:______________

______________ RESIDING IN ______________ COUNTY.
NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH
County of Davis }S.S.

On the ______ day of ______________ A.D., 20______, ______________ personally appeared before me, the undersigned Notary public, in and for said County of ______________ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, ______ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES:______________

______________ RESIDING IN ______________ COUNTY.
NOTARY PUBLIC

GENERAL NOTES:

1. PROPERTY IS ZONED A-1
   - A. FRONT YARD SETBACK IS XX'
   - B. REAR YARD SETBACK IS XX'
   - C. SIDE YARD SETBACK IS X'
   - D. CORNER LOT SIDE YARD SETBACK IS X' ARTERIAL STREET MINIMUM SIDE YARD AND (STREET) XX'.
2. ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (PU & DE) ARE 10' FRONT, X' SIDE AND X' REAR UNLESS OTHERWISE NOTED HEREON.

NOTE:
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	15.00'	24.32'	92°53'29"	S25°15'01"W	21.74'
C2	304.77'	75.31'	14°09'28"	S78°46'29"W	75.12'
C3	15.00'	15.56'	59°25'56"	N64°25'49"W	14.87'
C4	332.27'	99.26'	17°06'54"	S77°17'46"W	98.89'
C5	332.27'	17.15'	2°57'27"	S70°13'02"W	17.15'
C6	332.27'	82.11'	14°09'27"	S78°46'29"W	81.90'

LEGEND

SECTION CORNER
EXISTING STREET MONUMENT
PROPOSED STREET MONUMENT
SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
PU&DE PU&DE= PUBLIC UTILITY & DRAINAGE EASEMENT
EASEMENTS
BUILDABLE AREA (SEE GENERAL NOTE 1)

DEVELOPER
EMB DEVELOPERS LLC
1737 WEST RANCH ROAD
FARMINGTON, UTAH 84025
801-660-8725

SURVEY RECORDING DATA

DATE:

DRAWING No.

BRADY ESTATES SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 4
TOWNSHIP 3 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
KAYSVILLE, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

ENTRY NO.________ FEE
PAID________ FILED FOR RECORD AND
RECORDED THIS____ DAY OF______, 20______
AT______ IN BOOK______ OF OFFICIAL RECORDS
PAGE

DAVIS COUNTY RECORDER

BY ______________
DEPUTY RECORDER

ENSIGN
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT. 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM
LAYTON
TOOELE
CEDAR CITY
RICHFIELD
COLORADO SPRINGS

CITY ATTORNEY'S APPROVAL

APPROVED THIS______ DAY OF______________, 20______
BY THE KAYSVILLE CITY ATTORNEY

KAYSVILLE CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS______ DAY OF______________, 20______
BY THE CITY PLANNING COMMISSION APPROVAL

CHAIRMAN, KAYSVILLE CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS______ DAY OF______________, 20______
BY THE KAYSVILLE CITY ENGINEER

KAYSVILLE CITY ENGINEER

CITY COUNCIL APPROVAL

APPROVED THIS______ DAY OF______________, 20______
BY THE KAYSVILLE CITY COUNCIL

CITY RECORDER CITY MAYOR

SHEET 1 OF 1
PROJECT NUMBER : 8445
MANAGER : C.PRESTON
DRAWN BY : A.SHELBY
CHECKED BY : K.RUSSELL
DATE : 8/17/18

STAFF REPORT

COUNCIL MEETING DATE: June 6, 2019
ITEM NO.: 4c

TYPE OF ITEM: Consent
PRESENTED BY:

SUBJECT/AGENDA TITLE: Vehicle Replacement Purchase

EXECUTIVE SUMMARY:

On April 29, 2019 a Parks and Recreation assigned vehicle was involved in an accident. The accident was not the fault of the City employee, the fault was with driver of the other vehicle. The insurance companies have totaled the Parks and Recreation vehicle. Pricing obtained thru State of Utah purchasing contracts, Ken Garff West Valley Ford for $28,597.

Council Options: 1. Approve the purchase.
2. Disapprove the purchase.

Recommended Options: Approve the purchase, State Purchasing Contract #AV2527

Fiscal Impact & Fund Source for Recommended Action: Insurance re-imbursement in the amount of $20,388.77 and FY 19 Vehicle Replacement GF $8,208.23

Attachments: Ken Garff West Valley Ford State Contract #AV2527

CHROMEDATA

Ken Garff West Valley Ford

Tara Mason | 801-815-8225 | taram@kengarff.com

Kaysville City

Prepared For: Justin Brimhall

801-807-8172

jbrimhall@kaysvillecity.com

[Fleet] 2019 Ford F-150 (X1E) XL 4WD SuperCab 6.5' Box (12)

Image Not Available

Ken Garff Government Price	$38,318.00
Government Price Concession	-$9,721.00
Total	$28,597.00

Ken Garff (WE HEAR YOU)

TARA MASON

Contract #AV2527

STAFF REPORT

COUNCIL MEETING DATE: June 6, 2019
ITEM NO.: 4d

TYPE OF ITEM: Consent
PRESENTED BY: Josh Belnap

SUBJECT/AGENDA TITLE: Award of Bid 2019 Concrete Replacement

EXECUTIVE SUMMARY:

Description:

Kaysville Public Works solicited bids for a contractor to perform both repairs of existing infrastructure, as well as a contractor that would also be able to install smaller lengths of new concrete infrastructure.

The low bid was Yarbrough Construction for $108,790.00.

Council Options: Approve / Disapprove

Recommended Options: Approve

Fiscal Impact & Fund Source for Recommended Action: Road utility funds, general funds and storm water funds

Attachments: Bid Tabulation

KAYSVILLE CITY CORPORATION
Kaysville 2019 Concrete Replacement Project
5/23/19

Bid Item	Description	Unit	Bid Quantity	Yarbrough Construction Unit Price	Yarbrough Construction Amount	Slate Rock Construction Unit Price	Slate Rock Construction Amount
1	Remove and replace existing 4' width concrete sidewalk	LF	200	$ 32.00	$ 6,400.00	$ 28.40	$ 5,680.00
2	Construct new 4' width concrete sidewalk	LF	800	$ 17.25	$ 13,800.00	$ 21.87	$ 17,496.00
3	Remove and replace existing curb and gutter	LF	975	$ 32.00	$ 31,200.00	$ 38.00	$ 37,050.00
4	Construct new curb and gutter	LF	900	$ 18.00	$ 16,200.00	$ 28.00	$ 25,200.00
5	Remove and replace existing open back catch basin	EA	4	$ 1,650.00	$ 6,600.00	$ 1,225.00	$ 4,900.00
6	Install new open back catch basin	EA	2	$ 2,350.00	$ 4,700.00	$ 985.00	$ 1,970.00
7	Remove and replace existing 5' concrete waterway	LF	80	$ 50.00	$ 4,000.00	$ 21.00	$ 1,680.00
8	Construct new 5' concrete waterway	LF	40	$ 38.50	$ 1,540.00	$ 18.00	$ 720.00
9	Remove and replace existing ADA ramp at street corner	EA	3	$ 2,100.00	$ 6,300.00	$ 1,975.00	$ 5,925.00
10	Construct new ADA ramp at street corner	EA	2	$ 1,150.00	$ 2,300.00	$ 1,685.00	$ 3,370.00
11	Remove and replace existing ADA curbside ramp	EA	3	$ 1,650.00	$ 4,950.00	$ 2,275.00	$ 6,825.00
12	Construct new ADA curbside ramp	EA	2	$ 1,250.00	$ 2,500.00	$ 1,975.00	$ 3,950.00
13	Relocate existing irrigation box	EA	5	$ 250.00	$ 1,250.00	$ 575.00	$ 2,875.00
14	Relocate existing water meter	EA	5	$ 650.00	$ 3,250.00	$ 1,275.00	$ 6,375.00
15	Remove existing subgrade	TON	100	$ 15.50	$ 1,550.00	$ 22.00	$ 2,200.00
16	Import untreated base course	TON	100	$ 22.50	$ 2,250.00	$ 45.00	$ 4,500.00
				Total	**$ 108,790.00**	**Total**	**$ 130,716.00**

STAFF REPORT

COUNCIL MEETING DATE: June 6, 2019
ITEM NO.: 4e

TYPE OF ITEM: Consent
PRESENTED BY: Josh Belnap

SUBJECT/AGENDA TITLE: Interlocal Agreement with Davis County Regarding the Reconstruction of a Segment of Mutton Hollow Road

EXECUTIVE SUMMARY:

Description:

Davis County will be installing curb and sidewalk along portions of Mutton Hollow this summer. They will then repave these areas, and they have provided the City with the option to have their contractor continue the project into City boundaries and install some of the curb, sidewalk and repave on the City's portion of the road that is east of Fairfield.

The agreement has the City pay for their share of the work done on their property, which is $172,012.50.

Council Options: Approve / Disapprove

Recommended Options: Approve

Fiscal Impact & Fund Source for Recommended Action: Road utility funds, C-road funds and storm water funds

Attachments: Interlocal Agreement

INTERLOCAL COOPERATION AGREEMENT BETWEEN KAYSVILLE CITY AND DAVIS COUNTY REGARDING THE RECONSTRUCTION OF A SEGMENT OF MUTTON HOLLOW ROAD

This Interlocal Cooperation Agreement between Kaysville City and Davis County Regarding a Segment of Mutton Hollow Road (this "Agreement") is made and entered into by and between Kaysville City, a municipal corporation of the state of Utah (the "City"), and Davis County, a political subdivision of the state of Utah (the "County"). The City and the County 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 Utah's Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the "Act"), are authorized to enter into in this Agreement; and

B. WHEREAS, the City and the County have each been responsible for maintaining or for certain costs associated with maintaining the segment of Mutton Hollow Road from Thornfield Road East to Fairfield Road (the "Road Segment"); and

C. WHEREAS, the City and the County desire to reconstruct the Road Segment pursuant to the terms and conditions set forth herein.

NOW, based upon the foregoing and 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. <u>The County's Duties, Responsibilities, or Otherwise</u>. The County, through its employees, representatives, agents, contractors, or otherwise, agrees as follows:

a. To reconstruct the Road Segment in a manner consistent with or similar to the engineering estimate attached hereto as Exhibit A, including replacing curb, gutter, sidewalk and drive approaches, as necessary, and the performance of all design, construction, and other services necessary to complete the reconstruction of the Road Segment (the "Project'); and

b. To engage in good faith efforts to commence and complete the project in 2019; and

c. To pay for 88% of the total cost of the Project, which share of the total cost of the Project is estimated to be $1,230,157.50; and

d. To maintain the following for the duration of this Agreement or until the Road Segment is annexed by the City, another municipality, or otherwise:

1) The asphalt portion of the Road Segment; and

2) Any curb, gutter, and side walk on the South side of the Road Segment.

2. <u>The City's Duties, Responsibilities, or Otherwise</u>. The City agrees as follows:

a. To pay for 12% of the total cost of the Project, which share of the total cost of the Project is estimated to be $172,012.50, within thirty days after the County provides the City with an invoice for such actual improvement costs; and

b. To maintain the following for the duration of this Agreement or until any portion of the Road Segment is annexed by the City, another municipality, or otherwise:

1) All asphalt within the City; and

2) All curb, gutter, and side walk within the City.

3. 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").

4. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate fifty years from the Effective Date of this Agreement.

5. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

a. The mutual written agreement of the Parties;

b. By either party:

1) After any material breach of this Agreement; and

2) Thirty calendar days after the nonbreaching party sends a 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

3) After the 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; or

c. 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.

6. 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:

To the City: Kaysville City Attn: City Manager 23 East Center Street Kaysville, UT 84037 With a Copy to: Kaysville City Attn: City Attorney 23 East Center Street Kaysville, UT 84037	To the County: Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025 With a Copy to: Davis County Attn: Attorney's Office, Civil Division P.O. Box 618 Farmington, UT 84025

7. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

8. Indemnification and Hold Harmless.

a. The City, for itself, and on behalf of its officers, officials, owners, 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, save 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, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the negligent acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The City, for itself, and on behalf of the City Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise relating to the Claims and incurred by County or the County Representatives or which the County or the County Representatives would otherwise be obligated to pay, shall be paid in full by the City within thirty (30) calendar days after the County provides the City with documents evidencing such costs, including, if applicable, defense costs, expenses, 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 negligent acts or omissions of the City or the City Representatives.

b. The County, for itself, and on behalf of its officers, officials, owners, 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, save 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, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the negligent acts or omissions of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The County, for itself, and on behalf of the County Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise relating to the Claims and incurred by City or the City Representatives or which the City or the City Representatives would otherwise be obligated to pay, shall be paid in full by the County within thirty (30) calendar days after the City provides the County with documents evidencing such costs, including, if applicable, defense costs, expenses, 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 negligent acts or omissions 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*.

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:

____
Kaysville City Recorder
Dated:_______________________________

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

____
Kaysville City Attorney
Dated:_______________________________

DAVIS COUNTY

____
Chair, Davis County Board of Commissioners
Dated:______________________________

ATTEST:

____
Davis County Clerk/Auditor
Dated:______________________________

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

____
Davis County Attorney's Office, Civil Division
Dated:______________________________

STAFF REPORT

COUNCIL MEETING DATE: June 6, 2019
ITEM NO.: 4f

TYPE OF ITEM: Consent
PRESENTED BY: Lyle Gibson

SUBJECT/AGENDA TITLE:
Amendment Resolution An Interlocal Cooperation Agreement Relating to the Conduct of Community Development Block Grant Program for Federal Fiscal Years 2020, 2021, and 2022.

EXECUTIVE SUMMARY:

Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Davis County currently has twelve eligible participating cities in the CDBG program and the areas of the unincorporated county; South Weber will opt-in as of FY20-22. (*Layton and Clearfield have their own CDBG entitlement programs*)

The U.S. Department of Housing and Urban Development (HUD) requires that Davis County requalify as an Urban County for the CDBG program every three years, see *24 CFR 570.307(a)* . Davis County became an Entitlement County in 2010 with twelve participating cities. The initial interlocal agreements between the County and Kaysville had an automatic three-year renewal.

HUD's requalification process now requires the County to review and update all of the interlocal participation agreements during this time period. For this year's requalification process the County has opted to renew all the interlocal agreements with updated and amended language and have the cities adopt agreements by resolution.

Recommended Options: Staff recommends the adoption of the Resolution

Fiscal Impact & Fund Source for Recommended Action: General Fund Expense

Attachments: Resolution, Memo, and Requalification Letter

RESOLUTION XX- XX - XX

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN KAYSVILLE CITY AND DAVIS COUNTY RELATING TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, Kaysville City (hereinafter "City") and Davis County (hereinafter "County") desire to enter into an Interlocal Cooperation Agreement to outline the conduct of the Community Development Block Grant (hereinafter "CDBG") program; and

WHEREAS, the City and County (hereinafter "Parties") desire to work together to insure that the CDBP program is administered in a fair, economical, and efficient manner; and

WHEREAS, the parties desire to clarify their respective rights, obligations, responsibilities, and duties as it relates to ongoing CDBG funds; and

WHEREAS, the City incorporates the recitals contained in the proposed Interlocal Agreement related hereto into this resolution; and

WHEREAS, Title 11, Chapter 13, of the Utah Code authorizes governmental entities to enter into interlocal cooperation agreements under the Interlocal Cooperation Act for provision of services; and

WHEREAS, it is deemed to be in the best interest of the citizens of Kaysville City to adopt and approve the Interlocal Cooperation Agreement between Kaysville City and Davis County relating to the conduct of CDBG program for federal fiscal years 2020, 2021, and 2022.

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

1. That the Interlocal Cooperation Agreement between Kaysville City and Davis relating to the conduct of CDBG program for federal fiscal years 2020, 2021, and 2022, which is attached hereto and incorporated herein by this reference, be adopted and approved.

2. That the Mayor is authorized to execute the necessary documents.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **6th day of June, 2019.**

____
Katie Witt, Mayor

ATTEST:

____
Annemarie Plaizier, City Recorder

INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2020, 2021, AND 2022

This Agreement is between Davis County, Utah, a body politic and corporate and legal subdivision of the state of Utah (the "County"), and the City of Kaysville, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" in this Agreement.

RECITALS

A. In 1974, the United States Congress enacted the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) (the "Act"); and

B. The primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

C. To implement the objectives of the Act, the United States Department of Housing and Urban Development ("HUD") has issued regulations governing the conduct of the Community Development Block Grants ("CDBG") program, published in 24 Code of Federal Regulations ("CFR"), Part 570 (the "Regulations"); and

D. Pursuant to the Regulations, a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations and Section 102(a)(6) of the Act, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

E. The county has qualified as an urban county and is eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

F. Pursuant to the Regulations, certain units of general local government located within the County's boundaries, including the City, may be included in the urban county for qualification and grant calculation purposes by entering into cooperation agreements with the County; and

G. The Parties desire to enter into 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 agree as follows:

1. This Agreement covers the CDBG entitlement program, as delineated under the Act and the Regulations. Through this Agreement, the City is a part of the County (as an urban county under the Act and Regulations) for CDBG qualification and grant calculation purposes.

2. By executing this Agreement, the City acknowledges, understands, and agrees with all of the following:

   A. The City may not apply for grants from appropriations under the State CDBG program for the Three-year Qualification Period.

B. The City may receive a formula allocation under the HOME program only through the County, as an urban county under the Act. Thus, even if the County does not receive a HOME formula allocation, the City is precluded from forming a HOME consortium with other local governments. The provisions of this subsection directly above, however, do not preclude the County or the City from applying to the state of Utah for HOME funds, if allowed by the state of Utah.

C. The City may receive a formula allocation under the Emergency Solutions Grants ("ESG") program only through the County, as urban county under the Act. The first sentence of this subsection does not preclude the County or the City from applying to the state of Utah for
ESG funds, if allowed by the state of Utah.

3. The period covered by this Agreement is federal fiscal years 2020, 2021, and 2022 (the "Three-year Qualification Period"). This Agreement commences on October 1, 2019 and will remain in effect through the later of September 30, 2022, or until the CDBG funds and program income received (with respect to activities carried out during the Three-year Qualification Period) are expended and the funded activities completed. The Parties acknowledge and agree that they may not terminate this Agreement and may not withdraw from this Agreement while it remains in effect.

4. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. The City agrees and authorizes the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries, including CDBG program activities and projects within the City's municipal boundaries. The City further agrees and authorizes the County to undertake essential community development and housing assistances activities within the City's municipal boundaries. More specifically, the Parties agree to cooperate in the development and selection of CDBG program activities and projects to be conducted or performed within the City's municipal boundaries.

5. The Parties agree to:

   A. Take all actions necessary to assure compliance with the County's certification under Section 104(b) of the Act; specifically, to conduct and administer the grant in conformity with the Civil rights Act of 1964 and the Fair Housing Act, and to conduct and administer the grant in a manner that affirmatively furthers fair housing;
   B. Comply with Section 109 of the Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975;
   C. Comply with all other applicable laws; and
   D. Comply with the applicable provisions of the grant agreements received by the County from HUD as well as the rules, regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program.

6. The Parties acknowledge, understand, and agree that the County may not provide any CDBG funding for activities in or in support of any cooperating unit of general local government, including the City that does not affirmatively further fair housing within its

jurisdiction, or that impedes the County's actions to comply with the County's fair housing certification.

7. The City affirms that it has adopted and is enforcing:

   A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
   B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

8. The Parties agree not to veto or otherwise obstruct the implementation of the approved consolidated plan. The Parties further agree that the County has the final responsibility for selecting CDBG program activities and projects as well as submitting the consolidated plan to HUD.

9. Pursuant to Section 570.501(b) of the Regulations, the Parties acknowledge and agree that the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in Section 570.503 of the Regulations.

10. The Parties acknowledge and agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations; rather, CDBG funds must be used for activities eligible under Title I of the Act

11. 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:

To the City:	To the County:
Kaysville Attn: City Manager 23 East Center Street Kaysville, UT 84037	Davis County Attn: CDBG Grants Administrator P.O. Box 618 Farmington, UT 84025

12. No separate legal entity is created by this Agreement.

13. This Agreement will be authorized and approved by the legislative body of each Party by resolution or ordinance in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement will be filed with the keeper of records of each Party in accordance with Section 11-13-209, Utah Code Annotated, as amended. Moreover, this Agreement will be submitted to the authorized attorney for each Party for a legal opinion satisfying the Act and in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended.

14. 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 agreements, if any, are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement.

15. This Agreement and its provisions may not 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. 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.

17. 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.

[This space is left blank intentionally. Signature pages follow.]

SIGNATURE PAGE FOR DAVIS COUNTY, UTAH, TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2020, 2021, AND 2022

DAVIS COUNTY, UTAH

____
Randy B. Elliott, Chair
Board of Davis County Commissioners
Dated:____________________________

ATTEST:

____
Curtis Koch
Davis County Clerk/Auditor
Dated:____________________________

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

____
Michael D. Kendall
Davis County Deputy Civil Attorney
Dated:____________________________

SIGNATURE PAGE FOR THE CITY OF KAYSVILLE, UTAH,
TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2020, 2021, AND 2022

CITY OF KAYSVILLE, UTAH

____
Katie Witt
Mayor
Dated:____________________________

ATTEST:

____
Maria Devereux
City Recorder
Dated:____________________________

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

____
Nic Mills
Attorney for the City of Kaysville
Dated:____________________________

Davis COUNTY

Clerk / Auditor

Davis County Administration - P.O. Box 618 - Farmington Utah 84025
Telephone: (801) 451-3213 – Fax: (801) 451-3421

Curtis Koch, MBA, CGFM
Clerk/Auditor

MEMO

Re: *Urban County Qualification Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2020-2022*

The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Davis County currently has twelve eligible participating cities in the CDBG program and the areas of the unincorporated county; South Weber will opt-in as of FY20-22. (*Layton and Clearfield have their own CDBG entitlement programs*)

The U.S. Department of Housing and Urban Development (HUD) requires that Davis County requalify as an Urban County for the CDBG program every three years, see *24 CFR 570.307(a)* . Davis County became an Entitlement County in 2010 with twelve participating cities. The initial interlocal agreements between the County and cities had an automatic three year renewal.

HUD's requalification process requires the County to review and update all of the interlocal participation agreements during this time period. For this year's requalification process the County has opted to renew all the interlocal agreements with updated and amended language and have the cities adopt agreements by resolution.

The interlocal agreement needs to be signed as set forth in the signature block and returned to the County by June 7, 2019. Each participating city will need to adopt by resolution and have the mayor sign the agreement.

Davis COUNTY

Clerk / Auditor

Davis County Administration - P.O. Box 618 - Farmington Utah 84025
Telephone: (801) 451-3213 – Fax: (801) 451-3421

Curtis Koch, MBA, CGFM
Clerk/Auditor

May 10, 2019

Mr. Shayne Scott
City Manager
23 East Center Street
Kaysville, Utah 84037

Re: *Interlocal Cooperation Agreement Relating to the Conduct of Community Development Block Grant Program for Federal Fiscal Years 2020, 2021, and 2022*

Dear Shayne:

Recently Davis County notified the city of Bountiful that the County is in the process of renewing the Urban County Community Development Block Grant (CDBG) program. This process is in accordance with 24 CFR 570.307(a) to meet U.S. Dept. of Housing and Urban Development (HUD) for the CDBG Urban Counties Program qualification requirements for Fiscal years 2020-2022.

In reviewing the past agreement it was determined that an update to the original agreement from 2010 is required to maintain the eligibility of all parties. As such the County has prepared the attached interlocal CDBG participation agreement. This agreement supersedes all previous agreements and amends and adds required changes adds requirements as mandated by HUD.

The process for adoption is as follows:

- Review and;
- Adopt by resolution;
- Signature by the Mayor;
- Return by June 7, 2019

If you have any questions or require further assistance, please contact Stephen Lyon at 801-451-3495 or via email at slyon@co.davis.ut.us.

Sincerely,

Stephen F. Lyon, MPA
Grants Administrator

STAFF REPORT

MEETING DATE: June 6, 2019 **ITEM NUMBER:** 5a&b

TYPE OF ITEM: Action

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Rezone of 0.98 acres of property at 370 South Angel Street from the R-A (Residential Agriculture) to the R-1-20 (Single Family Residential) zoning district and Preliminary Plat for David's Place 1st Amended Subdivision

EXECUTIVE SUMMARY:

The applicant's property which is located at the corner of Angel Street and Galbraith Lane is just shy of 1 acre in area. The applicant desires to subdivide the property in order to create a new buildable lot to the west while keeping the existing home along Angel Street.

The R-A zoning district requires that each lot have a true half acre in size or 21,780 sq. ft. Rezoning to the R-1-20 zoning district will allow for slightly smaller lots at a minimum of 20,000 sq. ft. each.

Apart from the minimum lot size, the zoning districts are very similar other than a requirement for most farm animals in the R-1-20 zoning district to go before the Planning Commission for a conditional use approval. Farm animals are a permitted use in the R-A zone.

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:

<u>Identity and Character:</u>
Kaysville should be primarily a residential community with a vision to promote business, industry and public use.

<u>Housing:</u>
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.

Regarding the subdivision, the proposed lots would have frontage on existing streets which are fully improved. There is sufficient square footage and frontage to meet all the minimum requirements of the requested zoning district. A preliminary plat showing a likely scenario for the new lots has been provided.

RECOMMENDED OPTIONS:

While reviewed under one report. A separate motion addressing the rezone and the plat is needed.

REZONE:

The Planning Commission voted unanimously to recommend approval of the requested rezone to the City Council based on its findings of compatibility with the General Plan and how well the proposal works at this specific location.

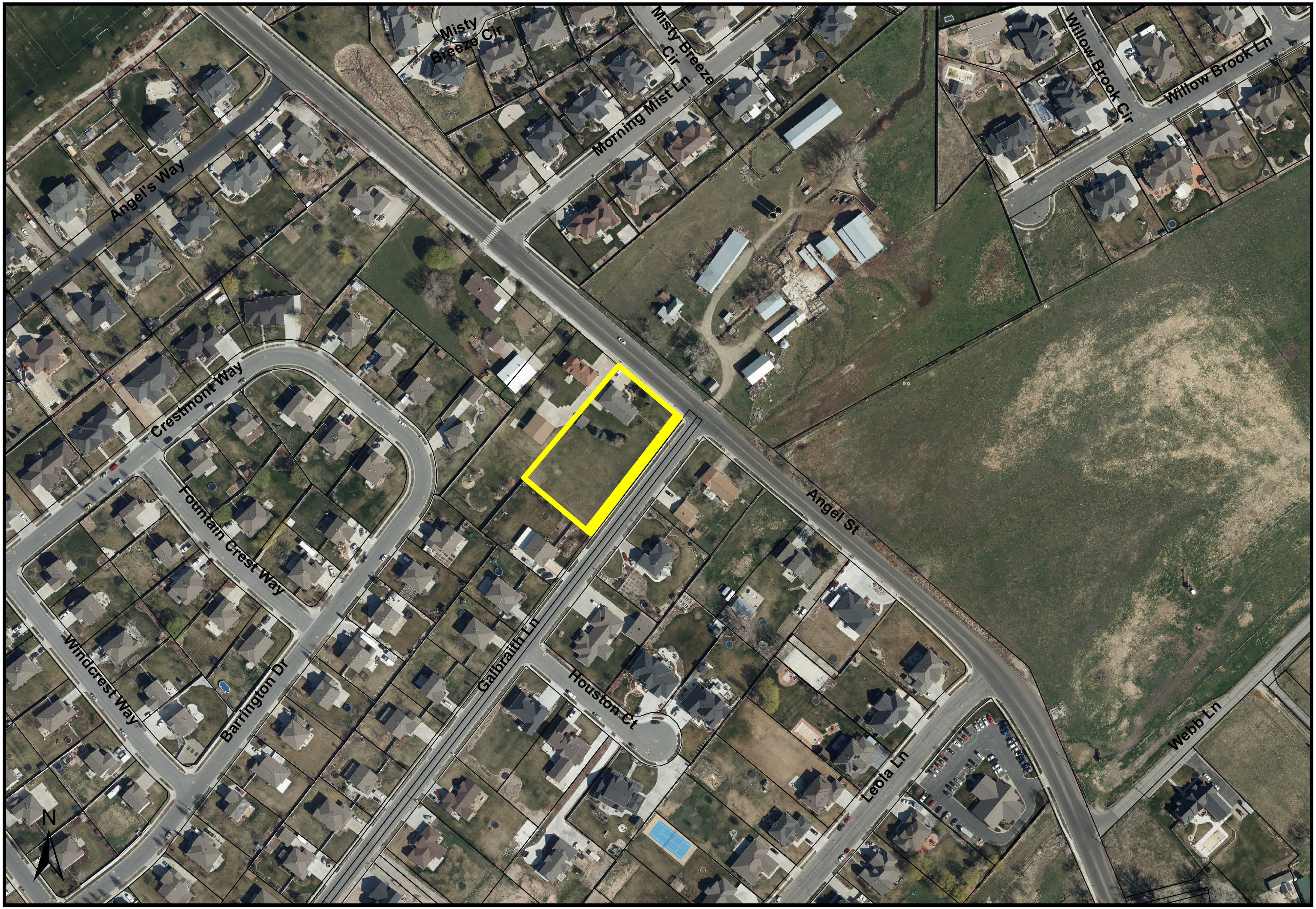
PRELIMINARY PLAT:

The Planning Commission voted unanimously to forward a favorable recommendation to the City Council regarding the Preliminary Plat for the David's Place 1st amended subdivision subject to final approval of the R-1-20 zoning district.

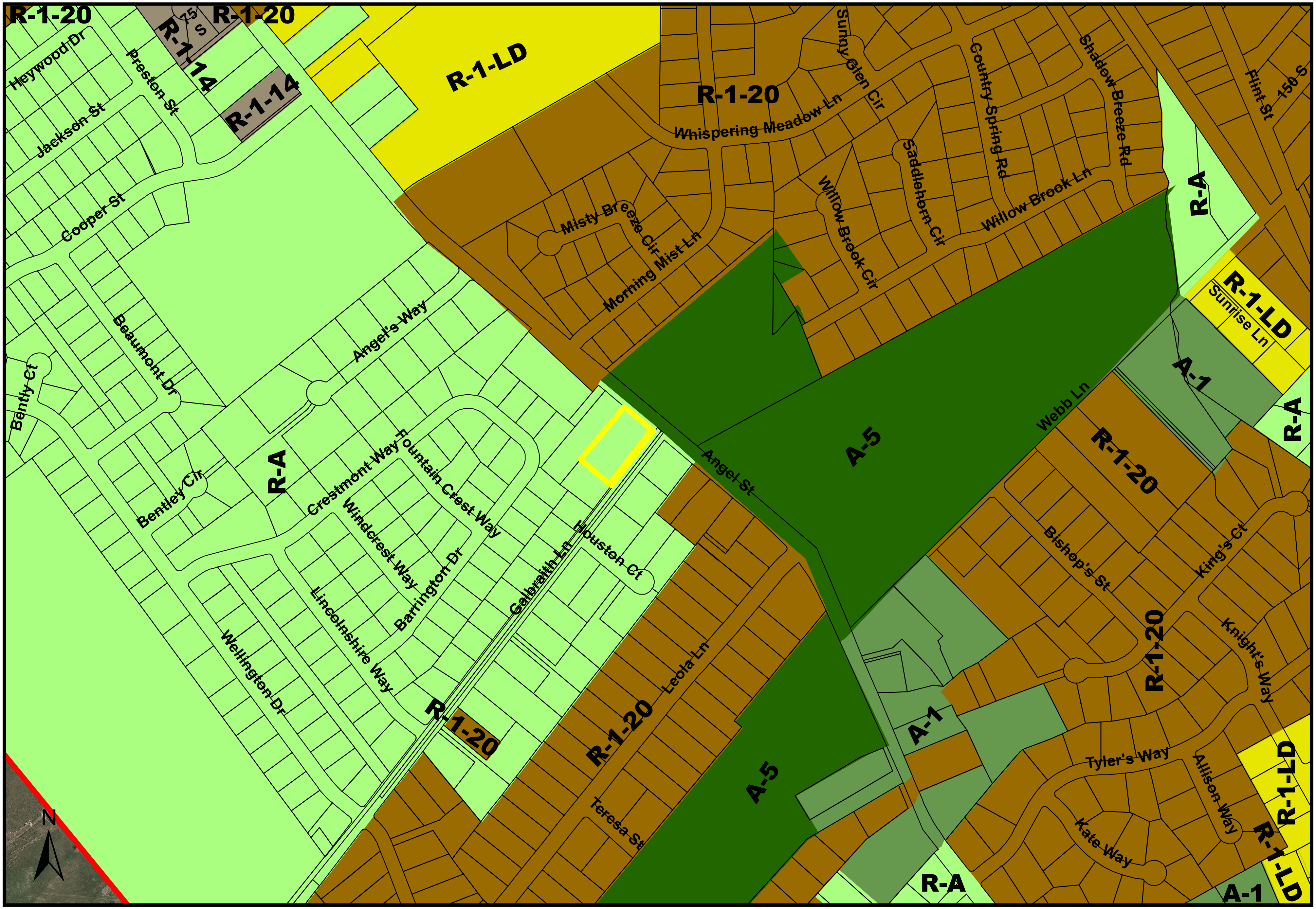
ATTACHMENTS:

Attachment 1: Area Map
Attachment 2: Zoning Map
Attachment 3: Concept Plat
Attachment 4: Rezone Ordinance

370 South Angel Street - Rezone from R-A to R-1-20



370 South Angel Street - Rezone from R-A to R-1-20



2 Lots
@
20,124.72
Aprox
370 S
82020001
R-A
Galbraith Ln
1541 W
83450209
80140010
1529 W
382 S
83100001
390 S
84450002
R-1-20
R-1-20
Special Condition
STOP
A-5

ORDINANCE NO. 19-_____

AN ORDINANCE REZONING A CERTAIN PORTION OF KAYSVILLE CITY FROM THE KAYSVILLE CITY R-A AND A-5 ZONES TO THE KAYSVILLE CITY R-1-8 ZONING DISTRICT TO INCLUDE , 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-1-20 zoning district; 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:

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

<u>SECTION II</u>:

The real property as shown on the attached map, which is made a part hereof, containing approximately 0.98 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-1-20 zoning district.

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

SECTION VI:

This Ordinance shall take effect 20 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: June 6, 2019 **ITEM NUMBER:** 5c

TYPE OF ITEM: Action

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Rezone of 5.74 acres of property at 1955 West 200 North from the A-5 (Heavy Agriculture) and R-A (Residential Agriculture) to the R-1-8 (Single Family Residential) zoning district to include the PRUD (Planned Residential Unit Development) overlay zone

EXECUTIVE SUMMARY:

The applicant has the subject property under contract and is seeking a rezone in order to accommodate a new residential development. The property which is at the end of 1700 West Street and on the south side of 200 North currently has 1 home along 200 North while the remainder is undeveloped agricultural property.

The bulk of the property (just over 5 acres) is zoned A-5 which allows for lots just under 5 acres in size, primarily the zone is for farming and grazing. The existing home sits on roughly half an acre fronting 200 North Street.

With the requested R-1-8 zoning designation and the PRUD overlay, development may occur with as many as 1 unit per each 8,000 sq. ft. of property to be subdivided. This is a density of 5.4 units per acre which could yield in on this property a maximum of 31 units.

To demonstrate their desired use of the property and reason for requesting a rezone, the applicant has provided a concept subdivision plan. The concept subdivision shows 22 units or 3.8 units per acre. This development allows for 1700 West Street to push through to 200 North in alignment with Wilkie Street to the north. The concept includes common areas and would be reviewed as a common open space subdivision through the subdivision process should the zoning be desirable. The PRUD overlay zone allows through a common open space subdivision for variations from normal development standards of the R-1-8 zone which would allow for the proposed lot sizes.

As a rezone is a legislative decision, the City Council has broad discretion in their decision making. The decision should be based on findings of compatibility with the general plan and how well the proposal works at the specific location given its surroundings. The purpose of the PRUD ordinance should also be taken into account in regards to the request for that overlay zone. 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.

Angel Street and 200 North Street are both classified as major streets in the city's major street plan.

Chapter 17-34 PRUD – Planned Residential Unit Development

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.

Should the city council find that the proposed development or something similar is desirable, they may request that a development agreement be put into place before finalizing the rezone which would further refine any allowed variations from typical standards and could put specific parameters in place to ensure desirable development of the property.

RECOMMENDED OPTIONS:

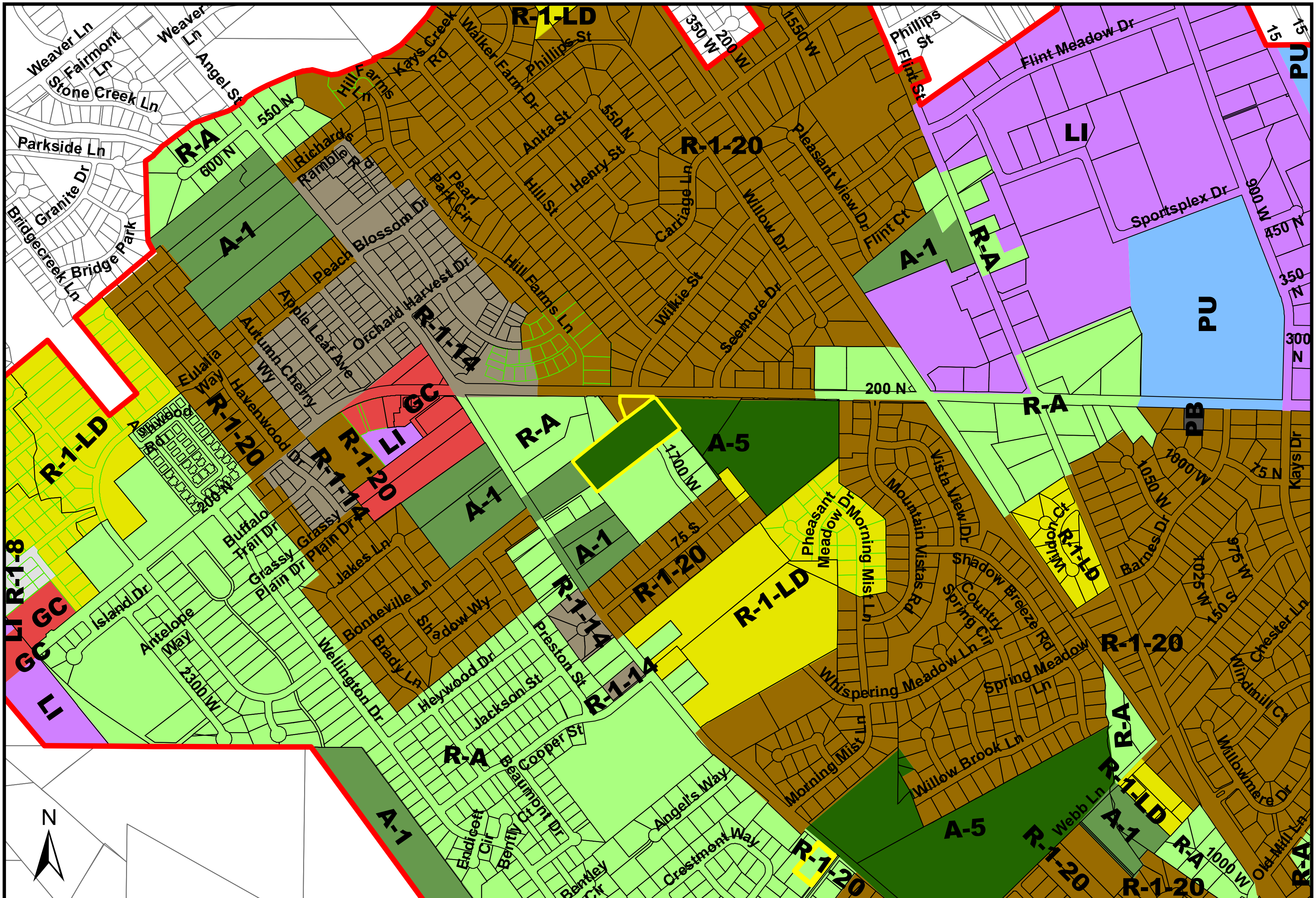
After holding the required hearing, the Planning Commission voted unanimously to recommend approval of the requested rezone based on their findings of compatibility with the General Plan and how well the proposal works at this specific location.

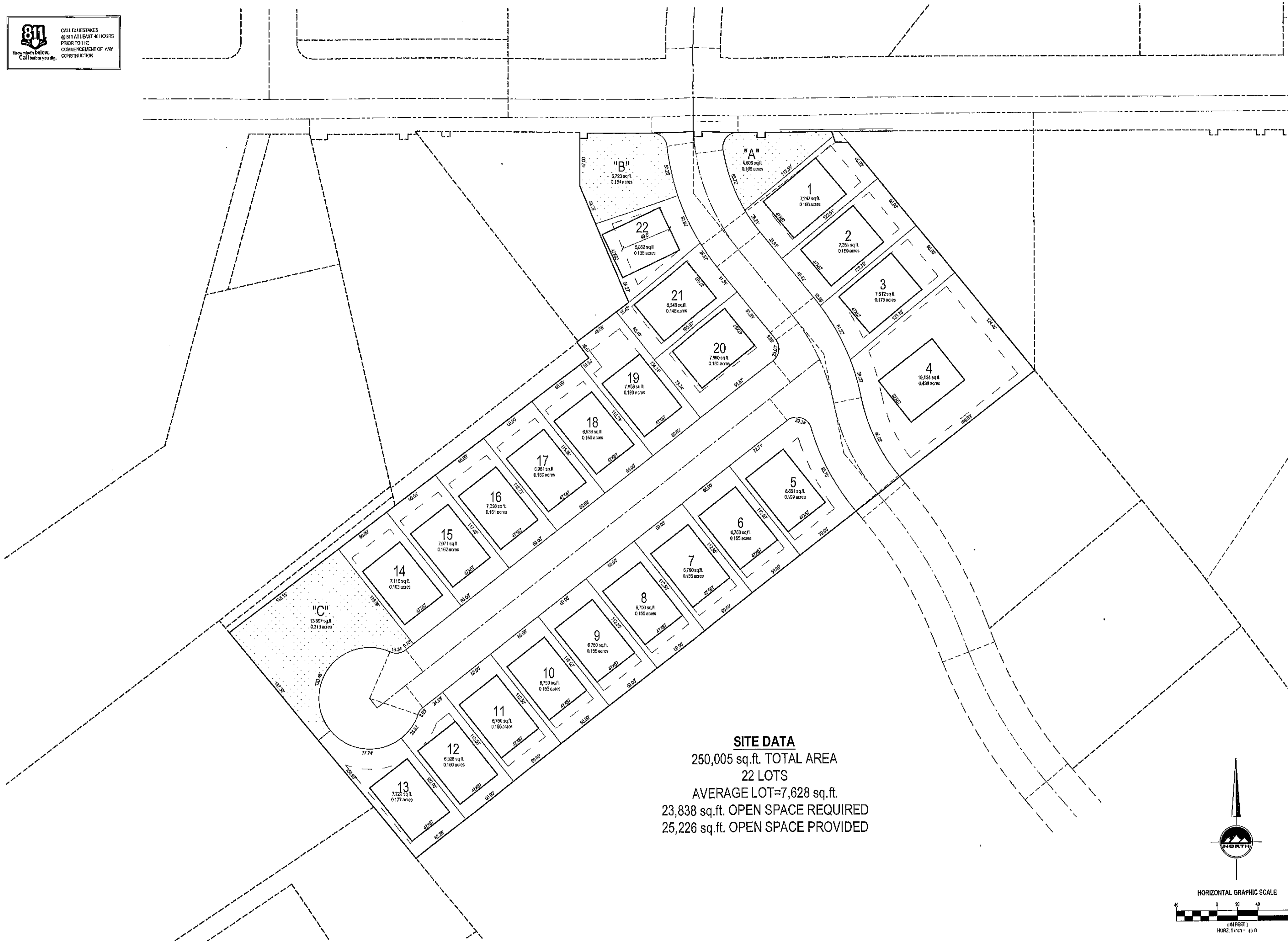
ATTACHMENTS:

Attachment 1: Area Map
Attachment 2: Zoning Map
Attachment 3: Concept Plat
Attachment 4: Rezone Ordinance

1733 West 200 North - Rezone from A-5 and R-1-20 to R-1-8 PRUD

1733 West 200 North - Rezone from A-5 and R-1-20 to R-1-8 PRUD





SITE DATA

250,005 sq.ft. TOTAL AREA

22 LOTS

AVERAGE LOT=7,628 sq.ft.

23,838 sq.ft. OPEN SPACE REQUIRED

25,226 sq.ft. OPEN SPACE PROVIDED

ENSIGN

THE STANDARD IN ENGINEERING

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

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
OVATION HOMES
498 NORTH KAYS DRIVE
KAYSVILLE, UT 84037

CONTACT:
BRAD FROST
PHONE: 801-564-3898

LONGAKER PROPERTY

1773 WEST 200 NORTH
KAYSVILLE, UTAH

CONCEPT PLAN

PROJECT NUMBER	PRINT DATE
8510	4/24/19
DRAWN BY	CHECKED BY
M.ELMER	C.PRESTON
PROJECT MANAGER	
C.PRESTON	

1 OF 1

Kaysville Business Park
Architectural Review Committee
Staff Report

Kaysville Business Park Lot 117B
June 6, 2019

Kaysville Professional Building #2 – New Office Building Development

Description:

The Architectural Review Committee approved the construction and details of building 1 on lot 117B in November of 2015. The building was constructed as approved in 2016. The 2nd building in the rear of the lot is now being proposed for construction.

The architectural style matches the first building; however this building is slightly larger with a ground floor area of over 7,300 sq. ft. The building will be fully occupied by professional office use on 2 floors.

The proposed building and site development is consistent with the original plans.

Staff has reviewed the project and found it to comply with parking, landscaping, height, setback and other site requirements.

The Architectural Review Committee is making a determination as to whether or not the project as currently proposed is appropriate both in use and site design for the business park.

Recommendation:

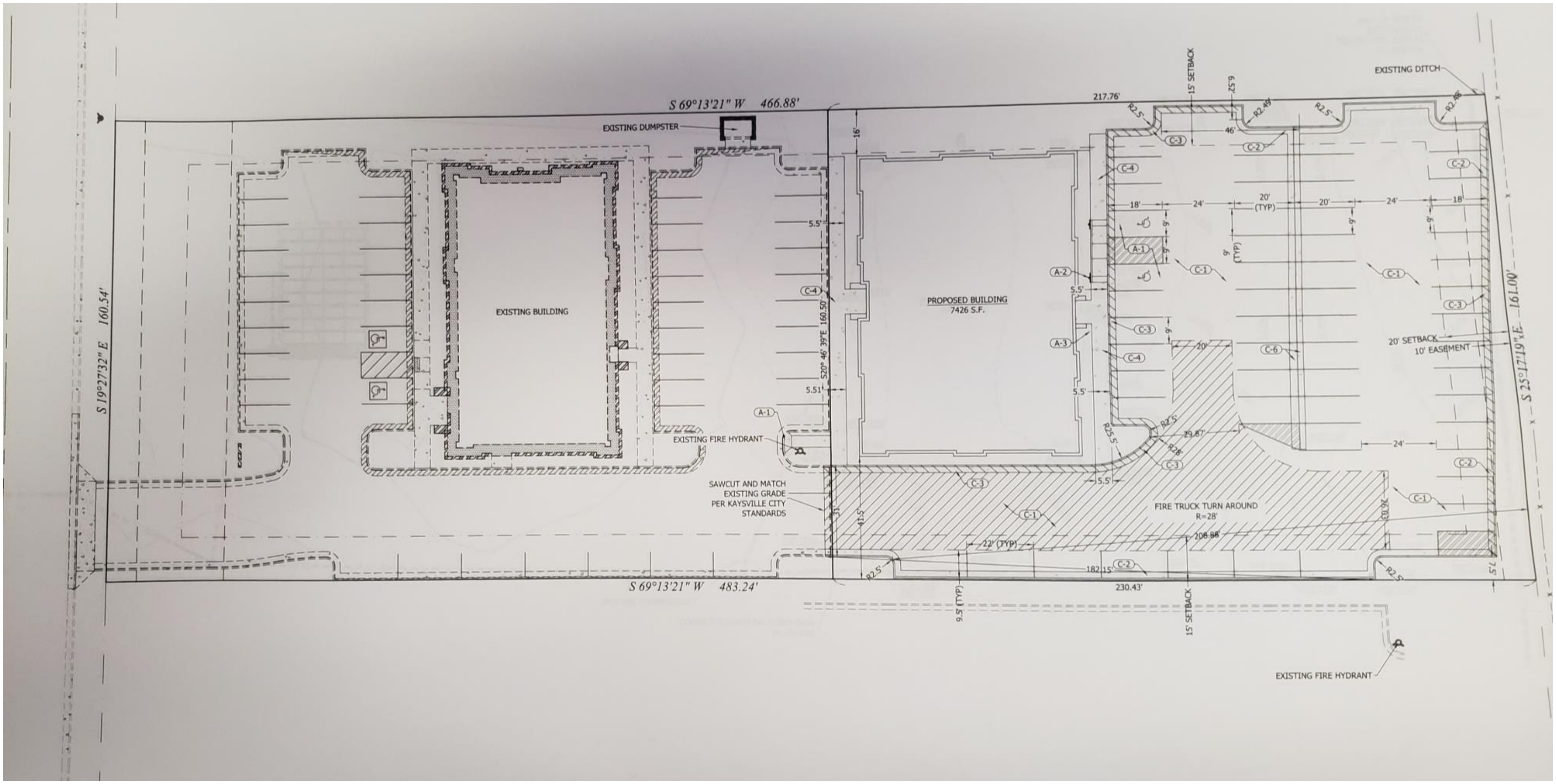
Staff recommends approval as proposed.

Attachment 1:	Location Map
Attachment 2:	Photo of Existing Building
Attachments 3-10:	Plans of proposed project

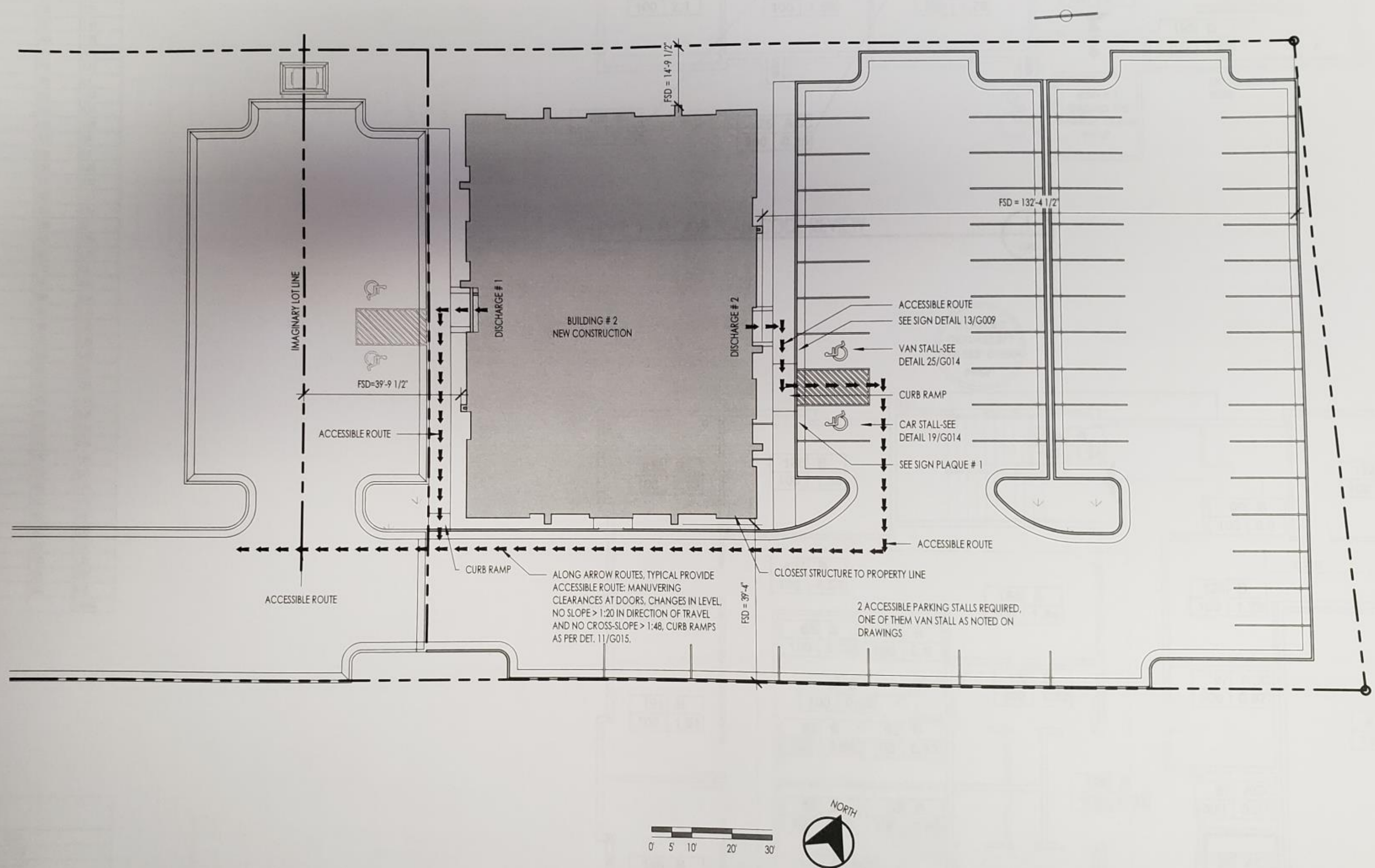
Kaysville Business Park - Lot 117B

Lot 117B – Building 1 (existing)

Lot 117B – Building 2 (proposed rendering)



S 69°13'21" W 466.88'
EXISTING DUMPSTER
EXISTING DITCH
15' SETBACK
217.76'
EXISTING BUILDING
PROPOSED BUILDING
7426 S.F.
S 19°27'32" E 160.54'
S20° 46' 39"E 160.50'
S 25°17'19" E 161.00'
EXISTING FIRE HYDRANT
SAWCUT AND MATCH
EXISTING GRADE
PER KAYSVILLE CITY
STANDARDS
20' SETBACK
10' EASEMENT
FIRE TRUCK TURN AROUND
R=28'
22' (TYP)
182.15'
230.43'
S 69°13'21" W 483.24'
9.5' (TYP)
15' SETBACK
EXISTING FIRE HYDRANT



SITE PLAN CODE ANALYSIS

1" = 20'-0"

1
G004

RIGHT (SOUTH) ELEVATION CODE REVIEW

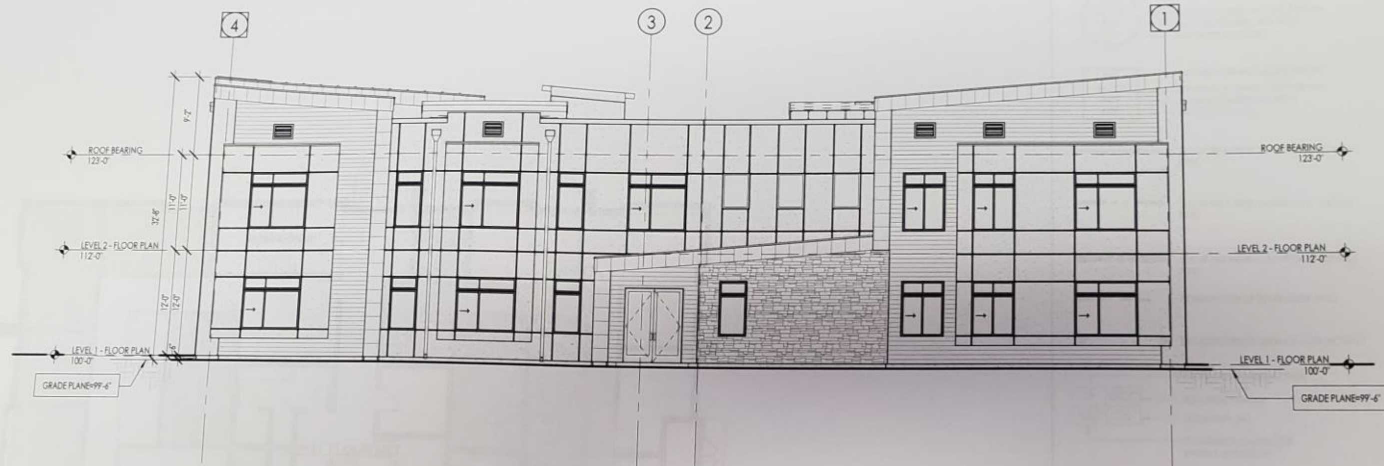
1/8" = 1'-0"

1
G006

LEFT (NORTH) ELEVATION CODE REVIEW

1/8" = 1'-0"

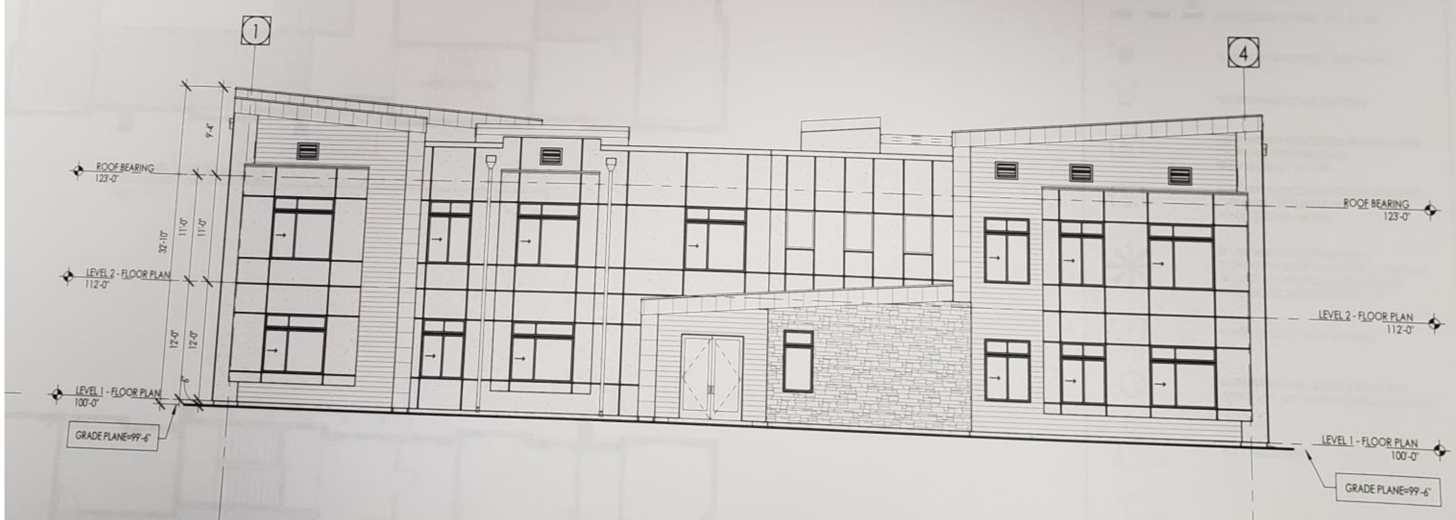
3
G006



REAR (EAST) ELEVATION CODE REVIEW

1/8" = 1'-0"

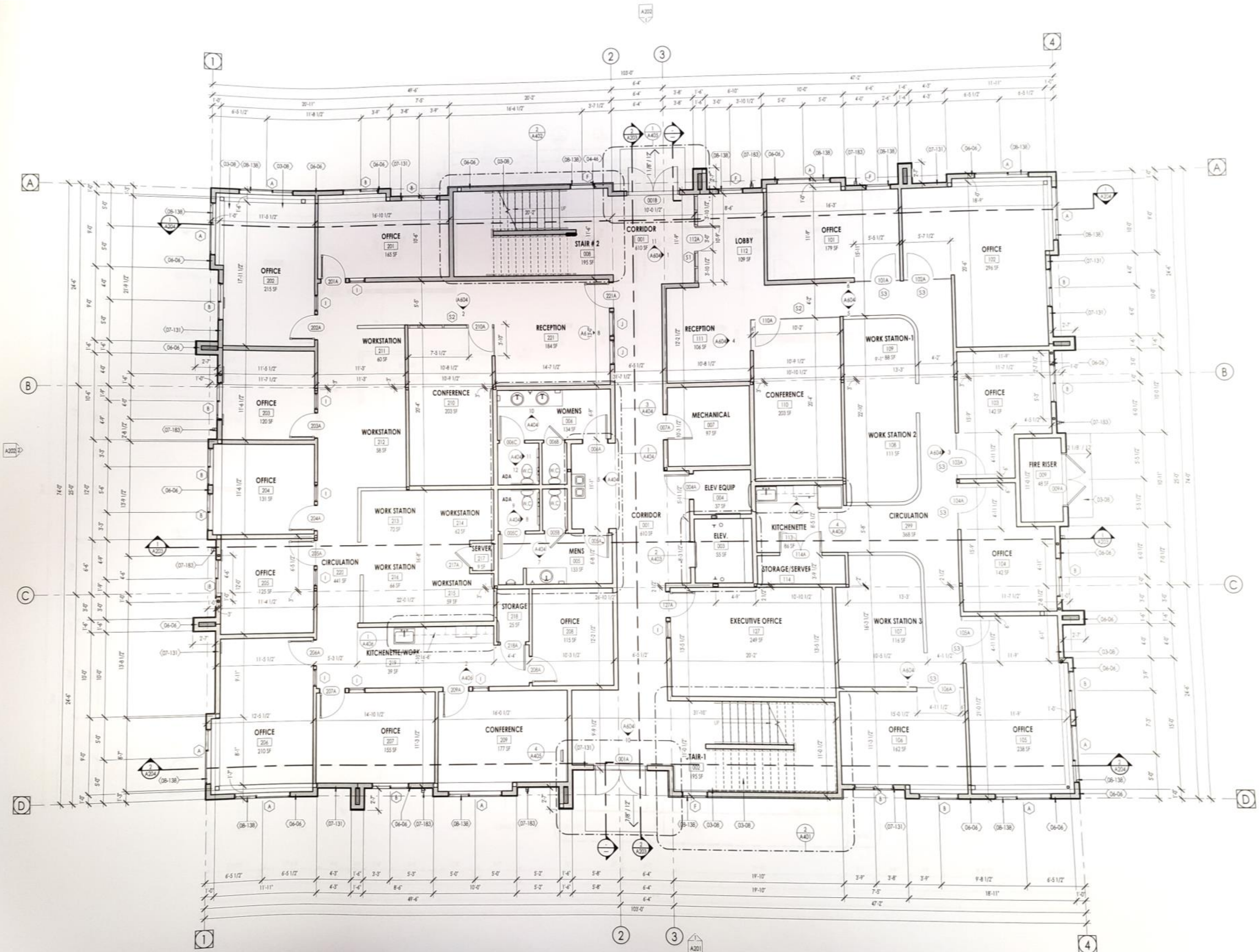
2
G006



FRONT (WEST) ELEVATION CODE REVIEW

1/8" = 1'-0"

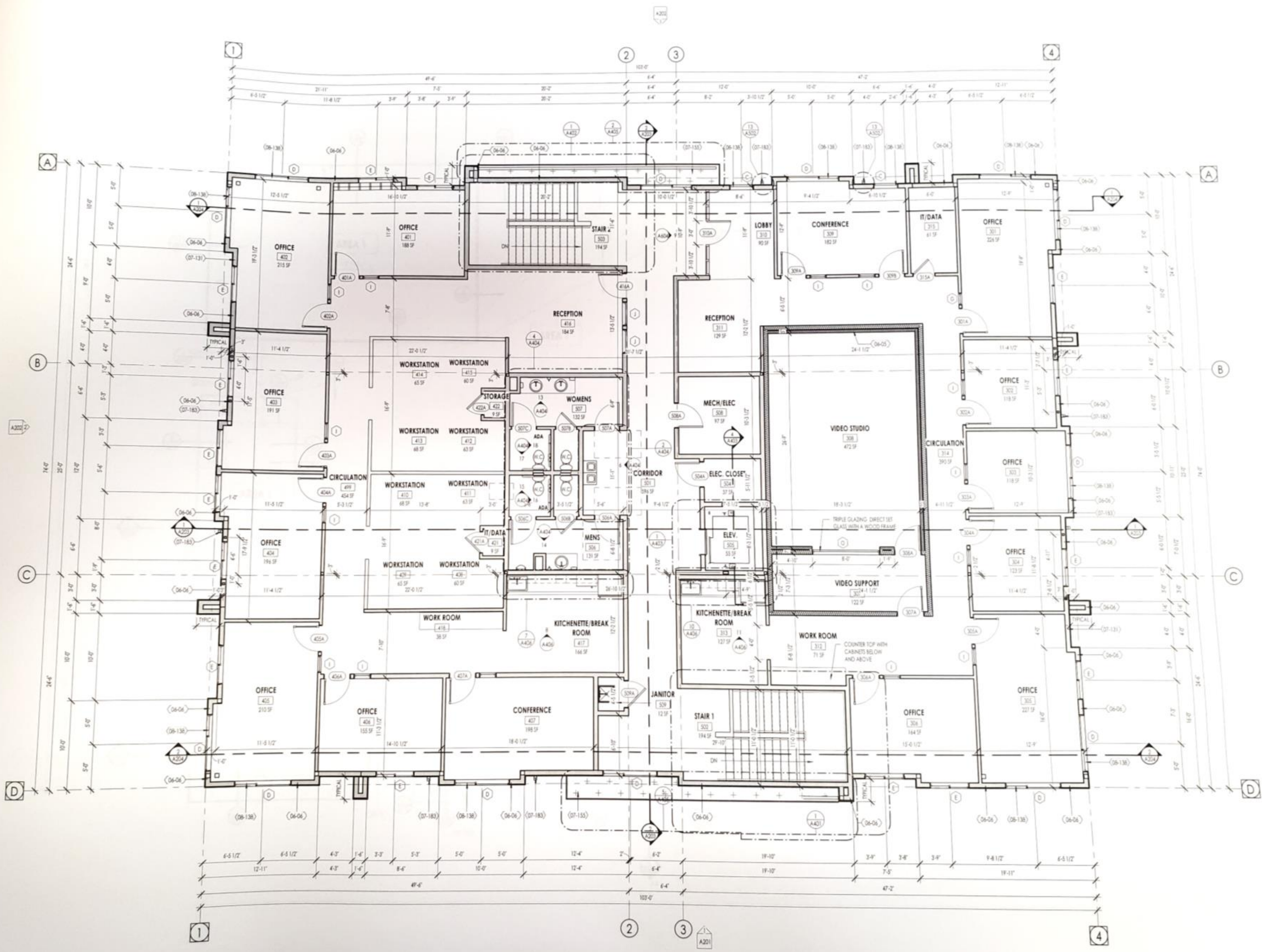
4
G006



LEVEL 1 - FLOOR PLAN

3/16" = 1'-0"

1
A103



LEVEL 2 - FLOOR PLAN

3/16" = 1'-0"

1
A104