



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, October 3, 2019, starting at 7:00 p.m. in the **Kaysville City Parks & Recreation Center at 85 North 100 East, Kaysville, UT**. A Municipal Building Authority Board Meeting will be held at 8:00 p.m. or as soon thereafter as the City Council Meeting adjourns.

CITY COUNCIL MEETING – 7:00 P.M.

The agenda shall be as follows:

1. OPENING
 - a. Provided by Council Member Barber.
2. RECOGNITIONS AND PRESENTATIONS
 - a. Proclamation Declaring October 6-12, 2019 as Fire Prevention Week.
 - b. Donation of ballistic panels to the Police Department – Blue Line Ladies.
 - c. Swearing-In of new Youth City Council.
 - d. Power Department Report – Gary Hatch, Power Superintendent.
3. DECLARATION OF ANY CONFLICTS OF INTEREST
4. CONSENT ITEMS
 - a. Approval of the Minutes of the September 5, 2019 meeting.
 - b. Approval of Materials Purchase, trailer, for the Power Department.
 - c. Award of Bid for trench paving for the Angel Street Ditch project.
 - d. Approval of the Poll Workers for the 2019 General Election.
5. ACTION ITEMS
 - a. An Ordinance Repealing and Reenacting 7-4 of the Kaysville Municipal Code regarding Open Burning.
 - b. Temporary Construction Easement Agreement with the Boyack property at 723 South Angel Street.
 - c. Preliminary Plat approval for the Green Manor Subdivision at 1576 West 200 North – Privet Barrow.
 - d. A Resolution Establishing Fiber Revenue Parameters.
 - e. Proposed Opt-Out Fiber Policy.
 - f. Refinancing Police Station Bond – A Resolution of the City Council of Kaysville City, Utah authorizing and approving the execution and delivery of a Master Lease Agreement by and between the City and the Municipal Building Authority of Kaysville City, Utah (the “Authority”), and a ground lease agreement; authorizing the issuance and sale by the Authority of its Lease Revenue Bonds, Series 2019, in the aggregate principal amount of not more than \$4,400,000 and related matters.
6. WORK ITEMS
 - a. Proposed Changes to Procurement Threshold.
 - b. Consideration of an Ordinance Amending the City’s Records Law.

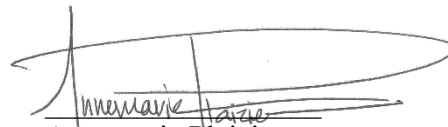
7. CALL TO THE PUBLIC (3 MINUTE LIMIT, MUST SIGN UP IN PERSON)
8. COUNCIL MEMBER REPORTS
9. CITY MANAGER REPORT
10. ADJOURNMENT

MUNICIPAL BUILDING AUTHORITY MEETING

1. Consideration for adoption of a resolution of the Municipal Building Authority of Kaysville City, Utah, authorizing the issuance and sale of not more than \$4,400,000 aggregate principal amount of Lease Revenue Refunding Bonds, Series 2019; and related matters.

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 (80 North Main Street) and emailed copies to media representatives on September 27, 2019.



Annemarie Plaizier
City Recorder



**KAYSVILLE CITY
MUNICIPAL BUILDING AUTHORITY BOARD
NOTICE OF SPECIAL MEETING AND AGENDA**

NOTICE IS HEREBY GIVEN that a special meeting of the Governing Board of the Municipal Building Authority of Kaysville City, Utah (the "Authority") will be held on Thursday, October 3, 2019 at 8:00 p.m. or as soon thereafter as the City Council Meeting adjourns, in the **Kaysville Parks and Recreation Center, 85 North 100 East, Kaysville**, for the purpose of considering the authorization of the issuance and sale of the Authority's Lease Revenue Refunding Bonds, Series 2019, in a total aggregate principal amount of not more than \$4,400,000 and related matters.

The agenda shall be as follows:

1. Opening.
2. Consideration for adoption of a resolution of the Municipal Building Authority of Kaysville City, Utah, authorizing the issuance and sale of not more than \$4,400,000 aggregate principal amount of Lease Revenue Refunding Bonds, Series 2019; and related matters.
4. Adjournment.

The Municipal Building Authority of 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 (80 North Main Street) and emailed copies to media representatives on September 27, 2019.

Annemarie Plaizier
Agency Secretary



Kaysville City Fire Prevention Week Proclamation



WHEREAS, Planning, preparedness and situational awareness are critical to surviving a home fire. That is the message behind this year's Fire Prevention Week campaign, "Not Every Hero Wears a Cape. Plan and Practice Your Escape"; and

WHEREAS, The Kaysville City Fire Department is dedicated to the safety and security of everyone living, working, and visiting on our installation. Fire is a serious public safety concern both locally and nationally. According to recent research, U.S. home fires resulted in 3,400 civilian deaths in 2017 and the fire death rate was 20 percent higher than 2016. However, working smoke alarms cut the risk of dying in reported home fires in half. Today's home fires burn faster than ever. In a typical home fire, residents may have as little as one to two minutes to escape safely from the time the smoke alarm sounds. Kaysville's First responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education. Correspondingly, Kaysville personnel are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and

WHEREAS, This year's Fire Prevention Week campaign includes the following recommendations:

- Practice home fire drill twice a year. Conduct one at night and one during the day.
- Have a home escape plan, practice it and keep your family safe.
- Install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home.
- Listen for the sound of the smoke alarm and when alarm sounds respond by going outside immediately to the designated meeting place.
- Once you get outside, stay outside! Never go back inside a burning building.

THEREFORE, BE IT RESOLVED, that I, Katie Witt, Kaysville City Mayor and Kaysville City Council members, do hereby proclaim October 6-12, 2019, as Fire Prevention Week throughout Kaysville City, Utah. I encourage all the people in Kaysville to be aware of their surroundings, look for available ways out in the event of a fire or other emergencies, respond when the smoke alarm sounds by exiting the building immediately, and to support our open house on October 9, 2019.

Katie Witt, Mayor

Paul Erickson, Fire Chief

KAYSVILLE CITY POWER AND LIGHT

ANNUAL REPORT 2018

110 YEARS OF SERVICE

KAYSVILLE CITY POWER DEPARTMENT

ANNUAL REPORT 2018

GARY HATCH	POWER SUPERINTENDENT	FULL-TIME
BRUCE RIGBY	RESOURCE AND SERVICE MANAGER	FULL-TIME
BRETT THOMAS	OPERATIONS SUPERVISOR	FULL-TIME
BRANDON CHILD	LEAD LINEMAN	FULL-TIME
DANNY BLACK	LEAD LINEMAN	FULL-TIME
TYLER PARKIN	LEAD LINEMAN	FULL-TIME
STEVE RICE	JOURNEYMAN	FULL-TIME
WESLEY JONES	JOURNEYMAN	FULL-TIME
BRIAN JOHNSON	JOURNEYMAN	FULL-TIME
CHRIS BANZ	APPRENTICE LINEMAN	FULL-TIME
EVAN ROBERTS	APPRENTICE LINEMAN	FULL-TIME
ZACH O'BRIEN	APPRENTICE LINEMAN	FULL-TIME
MARTY WILLEY	BLUE STAKES	FULL-TIME
JEFF FILLIN	METER READER	FULL-TIME
STACIE HARWARD	ADMINISTRATIVE	FULL-TIME

TABLE OF CONTENTS

2018 POWER SYSTEM REPORT	PAGE 1
GROWTH STATISTICS FROM 2017 TO 2018	PAGE 2
NUMBER OF ELECTRICAL CUSTOMERS	PAGE 3
CUSTOMER SALES BY CLASS	PAGE 4
SYSTEM DESCRIPTION	PAGE 5
FIVE LARGEST LOADS	PAGE 6
2018 ACHEIVEMENTS	PAGE 7
HISTORICAL NOTES OF INTEREST	PAGE 8
2018 OUTAGE AND TROUBLE CALL SUMMARY	PAGE 9
2018 SYSTEM RELIABILITY REPORT	PAGE 10

2018 POWER SYSTEM REPORT

KWH

	<u>CUSTOMERS</u>	<u>KWH</u>
RESIDENTIAL	8,909	95,334,231
CITY OWNED NET BILLED	65	1,077,486
COMMERCIAL	796	49,266,313
INDUSTRIAL	1	2,080,800
STREET AND AREA LIGHTS	1,048	728,601
TOTAL	9,771	<u>148,487,431</u>

TOTAL ENERGY ACCOUNTED FOR:	148,487,431
TOTAL ENERGY DELIVERED TO METER:	154,577,395
TOTAL LOSSES	6,089,964
PERCENT SYSTEM LOSSES	4.1%

GROWTH STATISTICS FROM 2017 TO 2018

CUSTOMERS

2017 RESIDENTIAL	8,768
2018 RESIDENTIAL	8,909
PERCENT INCREASE	1.6%

SYSTEM LOAD GROWTH

2017 KW DEMAND	46,358
2018 KW DEMAND	48,007
PERCENT INCREASE	3.6%
PERCENT DECREASE	

SYSTEM ENERGY GROWTH

2017 KWH USAGE	149,581,186
2018 KWH USAGE	147,758,833
PERCENT INCREASE	
PERCENT DECREASE	-1.22%

NUMBER OF ELECTRICAL CUSTOMERS AND TYPE OF LOAD SERVED

TYPE OF CUSTOMER	NUMBER OF CUSTOMERS		
	2017	2018	% OF LOAD
RESIDENTIAL	8,768	8,909	68%
COMMERCIAL	759	796	31%
INDUSTRIAL	1	1	1%
AGRICULTURAL/PUMPING			
MILITARY			
OTHER-CITY OWNED	62	65	
TOTAL	9,590	9,771	100%

CUSTOMER SALES BY CLASS

Total sales to your customers 147,758,833 KWH.

Revenues from energy sales to your customer is \$13,774,653.00

	KWH SALES	% OF TOTAL	REVENUES IN \$	% OF TOTAL	AVG. COST PER KWH
RESIDENTIAL	95,334,231	64.5%	\$9,213,810.00	67%	9.66¢
CITY OWNED	1,077,486	1%	\$203,203.00	1.50%	
COMMERCIAL	49,266,313	33.1%	\$4,206,967.00	31%	8.54¢
INDUSTRIAL	2,080,800	1.4%	\$150,673.00	1%	7.24¢
AGRICULTURAL					
OTHER					
TOTAL	147,758,833	100%	\$13,774,653.00		

KWH SALES

	2017	2018	%
RESIDENTIAL	95,621,631	95,334,231	-0.003
CITY OWNED	996,043	1,077,486	8.18%
COMMERCIAL	51,091,512	49,266,313	-3.57%
INDUSTRIAL	1,872,000	2,080,800	11.15%
AGRICULTURAL			
OTHER			
TOTAL	149,581,186	147,758,833	

REVENUE IN \$

	2017	2018	%
RESIDENTIAL	\$9,002,023.00	\$9,213,810.00	2.35%
CITY OWNED	\$88,788.00	\$203,203.00	5.60%
COMMERCIAL	\$4,127,314.00	\$4,206,967.00	1.93%
INDUSTRIAL	\$131,829.00	\$150,673.00	14.29%
AGRICULTURAL			
TOTAL	\$13,349,954.00	\$13,774,653.00	

SYSTEM DESCRIPTION

Incorporated area of municipality_____10.5_____square miles.

Service area of utility_____10.5_____square miles.

Transmission and distribution lines_____157.7_____miles.

Number of employees in electrical department _____15_____.

Numbers of customers served outside the city limits_____4_____. (Wheel Rocky Mnt. Power)

Service area outside of the city limits_____0_____square miles.

FIVE LARGEST LOADS

CUSTOMER	TYPE OF CUSTOMER	KWH SALES	ANNUAL ELECTRICAL BILLING
DAVIS SCHOOL DISTRICT	COMMERCIAL	8,136,530	\$793,089.00
DATC	COMMERCIAL	3,253,653	\$258,305.00
CENTRAL DAVIS SEWER	COMMERCIAL	3,239,169	\$212,450.00
SMITHS MARKET	COMMERCIAL	2,972,480	\$150,295.00
LDS CHURCH	COMMERCIAL	2,130,373	\$304,037.00
TOTAL		19,732,205	\$1,718,176.00

KAYSVILLE CITY POWER AND LIGHT
ACHIEVEMENTS

1. Completed pole inspections. Completed preventive maintenance or replacement was performed in all indicated areas.
2. Implemented AMI meter project.
3. Received an RP3 Gold award, The RP3 (Reliable Public Power Provider) designation recognizes public power utilities that exhibit operational excellence and demonstrate leading practices in: Reliability, Safety, Workforce Development and System improvement.
4. Received an I.P.S.A. safety award, The I.P.S.A. (Intermountain Power Superintendents Association) safety award is for meritorious achievement in attaining a low accident frequency during the year of 2018, 1st place group C for working 30,000-69,000 hours with 0 lost time accidents.
5. Infrared camera inspection is performed throughout the year, and repair problem areas where line loss or inefficiencies could create an issue.
6. Crews continue to identify, repair and/or replace older material and hardware to upgrade our service to all customers.
7. Tree trimming contractors cleared the right of way resulting in reduced service interruptions due to tree growth, snow and wind.
8. Continued training our crews in safety, equipment and newer technology.

HISTORICAL NOTES OF INTEREST

AVERAGE RESIDENTIAL USAGE

YEAR	NUMBER OF CUSTOMERS	ANNUAL KWH SOLD	AVERAGE KWH PER CUSTOMER PER MONTH
2008	7,517	83,683,898	927
2009	7,595	85,036,003	933
2010	7,722	86,123,993	929
2011	7,815	96,227,471	1,026
2012	7,929	91,383,058	960
2013	8,080	92,730,894	956
2014	8,258	89,920,454	907
2015	8,413	90,845,153	900
2016	8,517	93,766,483	917
2017	8,768	95,621,631	909
2018	8,909	95,334,231	892

AVERAGE COMMERCIAL USAGE

YEAR	NUMBER OF CUSTOMERS	ANNUAL KWH SOLD	AVERAGE KWH PER CUSTOMER PER MONTH
2008	680	41,244,144	5,054
2009	697	42,143,213	5,039
2010	702	43,732,710	5,191
2011	714	46,438,548	5,420
2012	716	43,407,920	5,052
2013	725	44,753,485	5,144
2014	725	45,643,406	5,246
2015	734	47,335,466	5,374
2016	743	50,967,876	5,716
2017	759	51,091,512	5,610
2018	796	49,266,313	5,158

SYSTEM LOSSES

2017
2.5%

2018
4.1%

2018 OUTAGE AND TROUBLE CALL SUMMARY

CATEGORIES	EVENTS	EVENTS	% OF TOTAL
	2017	2018	
SCHEDULED OUTAGES	36	13	19%
EQUIPMENT	29	5	7%
VEHICLE ACCIDENT	5	1	1%
EQUIPMENT REPLACEMENT	5	16	23%
TREE	3	1	1%
UNSCHEDULED	3	5	7%
EQUIPMENT DAMAGE	2	7	10%
OTHER CAUSES			
BIRD	2	0	32%
WIND	2	0	
FAILURE OF GREATER TRANSMISSION	1	0	
SQUIRREL/WILDLIFE	1	11	
HUMAN ACCIDENT	1	1	
ELECTRICAL FAILURE	1	10	
CONTACT WITH FOREIGN OBJECT	1	0	
TOTAL	92	70	
TOTAL PERCENTAGE			100%

KAYSVILLE CITY
2017 SYSTEM RELIABILITY REPORT
AVERAGE SERVICE AVAILABILITY INDEX (ASAI)

KAYSVILLE 2018

This is the index which has been referred to for several years in the industry as the Index of reliability. It is the ratio of total customer hours that service is available divided by the total customer hours demanded in a time period. An example of customer hours demanded in a year would be the twelve (12) month average number of customers served times the number of hours during the year (i.e. 8760 hours). The expanded formula used for calculating this index is:

Number of customers times hours served, minus sum of customers off, times hours off for each outage, divided by number of customers, times hours served.

Kaysville City 1998 ASAI was 99.868%
Kaysville City 1999 ASAI was 99.983%
Kaysville City 2000 ASAI was 99.942%
Kaysville City 2001 ASAI was 99.9956%
Kaysville City 2002 ASAI was 99.938%
Kaysville City 2003 ASAI was 99.97%
Kaysville City 2004 ASAI was 99.999%
Kaysville City 2005 ASAI was 99.939%
Kaysville City 2006 ASAI was 99.878%
Kaysville City 2007 ASAI was 99.95%
Kaysville City 2008 ASAI was 99.90%
Kaysville City 2009 ASAI was 99.98%
Kaysville City 2010 ASAI was 99.98%
Kaysville City 2011 ASAI was 99.80%
Kaysville City 2012 ASAI was 99.98%
Kaysville City 2013 ASAI was 99.94%
Kaysville City 2014 ASAI was 99.98%
Kaysville City 2015 ASAI was 99.97%
Kaysville City 2016 ASAI was 99.9962%
Kaysville City 2017 ASAI was 99.79%
Kaysville City 2018 ASAI was 99.9936%

KAYSVILLE CITY COUNCIL
September 5, 2019

Minutes of a regular Kaysville City Council meeting held September 5, 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 Recorder Annemarie Plaizier, City Attorney Nic Mills, Community Development Director Lyle Gibson, Parks and Recreation Director Cole Stephens, Information Systems Manager Ryan Judd, Police Chief Sol Oberg, Brady Nowers, Dave Hill, Diana Hill, Shelly Warren, Bert Warren, Flint Barber, Wayne Clark, Kib Jacobsen, Leisa Jacobsen, Ramona Porter, James Butcher, Charles Von Bose, Nephi Harvey, Tamara Tran, John Swan Adams, Josh Crosby, Toby Barrus, Mike Blackham, Marcus Hayden, Camille Jepsen, Sariah Francis, Linda Francis, Sue Noorda, Brigg Lewis, Brent Burningham

OPENING

An opening prayer was given by Dave Hill. Council Member Adams led the audience in the Pledge of Allegiance.

RECOGNITIONS AND PRESENTATIONS

PARKS AND RECREATION DEPARTMENT REPORT

Parks and Recreation Director Cole Stephens presented a report of the Parks and Recreation Department. He explained that the Parks and Recreation Department not only oversees the parks in the city and recreational activities, but also city events, the city cemetery, and the public property facilities. The oldest park within the city is considered the city cemetery, which was created in 1865. The cemetery is continuing to get busier every year with the number of cemetery plots being sold on the rise. Even though we are confined geographically with the cemetery, we are not running out of space in the cemetery yet. Kaysville has many city parks throughout the city which continue to stay active all year round. The Parks Department maintains 158 acres of developed parks and public properties, and 215 acres of undeveloped properties; 140 of these acres is part of the East Mountain Wilderness Park which has 5 single-night campsites. The Grand Opening of Pioneer Park was held on May 16, 2019. The remaining Phase 1 area of the park is planned to be completed in winter of 2019. The city recently acquired the Schick Farm park property off of 200 North, and we are currently having a study done for concepts and design of it. Their Recreation Department oversees many different recreational activities and they have strived to have a good recreational program. They have a small staff overseeing a huge amount of participants in these programs and we are fortunate to have an amazing staff to administer these programs. Community events are a big thing in Kaysville, and they are proud to help facilitate these events. The 4th of July celebration is probably their largest event. Bowman's Marketplace sponsors a Scholarship Breakfast on July 24th to help raise money for sports scholarships which help provide opportunities

to those who are not able to afford to participate by their own means. Their department also helps to maintain six main city buildings, not counting their buildings at the parks. Many volunteers also help by providing several hours of service towards their recreational programs, events, and community service projects. The total estimated volunteer hours for 2019 is 33,600. Mr. Stephens continued and stated that their department does have some challenges they are facing, which include aging buildings that are in need of updates and repairs, the need for more staff as Kaysville has acquired more land for parks, and lack of space recreationally for growth. They are hoping to formalize plans for a Parks and Recreation Advisory Committee by fall 2019 in order to begin the process for a Parks and Recreation Master Plan and research a possible RAMP tax. In the future we will see the opening the remaining park space at Pioneer Park in the spring of 2020 and their department is working to optimize existing space in the cemetery through lot platting of future plats, and providing maintenance on facilities as needed.

Mayor Witt commented that the Parks and Recreation department does a lot, and their work is appreciated. Our outdoor facilities and recreational programs are valued by the community.

Council Member Garn commented that our Parks and Recreation Department works with a low number of full-time staff who oversee a large number of participants. Council Member Garn commented that this is an example of how our City staff does more with less.

Cole Stephens responded that great staff and volunteers to help make their programs successful.

Council Member DeCaire stated that he has been overseeing the 4th of July parade for over 11 years and the Parks and Recreation, Police and Fire Department staff have been great to work with. They make do with what they have and still make it a phenomenal event every year.

Council Member Page asked when it is anticipated that the city cemetery plots would be completely sold.

Cole Stephens responded that they anticipate that the cemetery will sell out of space in about 20 years. This does not mean that every space will be occupied. We need to get a planning process started to try to identify whether the city needs to focus on land acquisition to increase city cemetery space, or if we should look at a private or public partnership. Also cremations are on the rise, which helps to offset the need for more space, but we will watch these trends to see how it will impact the need for traditional burial spaces.

DECLARATION OF ANY CONFLICTS OF INTEREST

Council Member Barber commented that she had a conflict regarding item number 5c, a proposed rezone of property at 831 East 250 South, and would be recusing herself from that item.

No other conflicts were disclosed.

CONSENT ITEMS

Council Member DeCaire made a motion to accept the following consent items:

- a. Approval of the minutes of the August 1, 2019 meeting.
- b. Approval of the minutes of the August 15, 2019 meeting.

- c. Approval of the minutes of the August 22, 2019 meeting.
- d. Approval of the minutes of the August 27, 2019 meeting.
- e. An Ordinance amending Kaysville City Code 2-2-1 regarding meetings of the City Council.
- f. A Resolution authorizing the City Council to meet at the Kaysville Recreation Center.
- g. Approval of a Purchase Order for professional services - Wilkinson Ferrari & Co.
- h. Approval of materials purchase, underground wiring, for the Power Department.
- i. Approval of vehicles purchase for the Public Works Department.
- j. Approval of inspection equipment for underground utilities for the Public Works Department.

The motion was seconded by Council Member Barber.

Council Member Adams made a substitute motion to accept the following consent items:

- a. Approval of the minutes of the August 1, 2019 meeting.
- b. Approval of the minutes of the August 15, 2019 meeting.
- c. Approval of the minutes of the August 22, 2019 meeting.
- d. Approval of the minutes of the August 27, 2019 meeting.
- e. An Ordinance amending Kaysville City Code 2-2-1 regarding meetings of the City Council.
- g. Approval of a Purchase Order for professional services - Wilkinson Ferrari & Co.
- h. Approval of materials purchase, underground wiring, for the Power Department.

The motion died for lack of a second.

The vote on the motion was as follows:

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

The motion passed with a vote of four to one.

ACTION ITEMS

A RESOLUTION TO APPROVE THE SALE OF REAL PROPERTY, AND CONSIDERATION OF EARNEST MONEY AGREEMENT REGARDING 0.032 ACRES OF PROPERTY AT APPROXIMATELY 743 WEST OLD MILL LANE – DOMINION ENERGY

Lyle Gibson explained that Dominion Energy has approached the City with interest in purchasing land owned by Kaysville City in order to expand and reconfigure a utility substation along Old Mill Lane near Deseret Drive. They have offered to purchase the 0.032 acres of property for \$5,600. This equates to about \$4 per square foot. The purchase would give Dominion Energy another 20 feet of width to their property. They plan to work through the Planning Commission to amend a conditional use permit for the facility before expanding the site. Staff has reviewed the request and is not aware of other desired uses for the property. In discussion with Dominion Energy, the ability to expand and reconfigure the site may also help clean up some of the visibility

concerns currently created by the existing fencing.

Council Member Garn made a motion to approve a Resolution approving the sale of real property, and consideration of Earnest Money agreement regarding 0.032 acres of property at approximately 743 West Old Mill Lane for Dominion Energy, seconded by Council Member Page.

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.

CONSIDERATION OF A DEVELOPMENT AGREEMENT AND REZONE OF 0.38 ACRES OF COMBINED PROPERTY AT 520 AND 540 EAST 200 NORTH FROM RD (DIVERSE RESIDENTIAL) TO THE RM (MULTI-FAMILY RESIDENTIAL) ZONING DISTRICT TO INCLUDE THE PRUD (PLANNED RESIDENTIAL UNIT DEVELOPMENT) OVERLAY ZONE – BRENT BURNINGHAM

Lyle Gibson explained that the properties at 520 and 540 East 200 North is developed with an existing duplex on each lot along 200 North Street. The existing buildings were constructed in the early 1960's and the applicant is interested in options for redevelopment of the property. The existing zoning district allows single family dwellings as a permitted use or multiple dwellings by conditional use if they are pre-existing, meaning that the same number of existing units could be replaced. The applicant is requesting the R-M zoning district to allow for the possibility of additional units, and the PRUD overlay zone to allow for more flexibility in their configuration and ability to plat each unit separately. The property is surrounded by the R-D zoning district to the west, south and east, with R-1-8 zoning to the north. After holding a Public Hearing, the Planning Commission voted unanimously to recommend approval of the proposed rezone subject to a development agreement addressing the following items:

- No more than 6 total units.
- Limit the height to a two-story building.
- Address the drainage issues.
- Put a fence around the exterior of the property.

Mayor Witt asked for public comment.

Diana Hill commented that she lives east of this property and is a long-time resident of Kaysville. They have some concerns with the increased number of units as the neighborhood already has 8 duplexes within the immediate vicinity. Allowing the R-M zone could be setting a precedence. They also want to make sure that the buildings are only two-stories in height. Those who live here have lived here a long time and they want to keep this area a nice residential neighborhood. They don't want to see their concerns ignored because someone wants to make money.

Council Member Adams asked about the number of units allowed on this property.

Lyle Gibson responded that under the current R-D zone, new construction is limited to single family residential dwelling, or the same number of units as currently exist on the property. Under the proposed R-M zoning they would be able to have a maximum of six units.

Council Member Barber asked if a conditional use permit was originally approved for these duplexes.

Lyle Gibson commented that when these duplexes were built they were considered as a permitted use under their zone. This neighborhood saw a significant increase in the number of duplexes being built and asked the city to create a zone to restrict any new duplexes from being constructed. Therefore this use was essentially grandfathered as a legal non-conforming use into the new zone. The proposed development agreement will be tied to the approval of the rezone of this property and would limit the number of units to six.

Council Member DeCaire if it was anticipated that these units would become rentals.

Brent Burningham responded that they are currently rentals but one of the reason they are requesting a rezone so that they will have the ability to sell these units separately. They wanted to create an owner-occupant development. With this redevelopment, the property line will be realigned so that both lots are equal in size. The neighbor to the east has also complained of drainage problems and they will be able to better address those problems with this redevelopment. Fencing will also be installed. The existing units would be completely torn down, which they feel is the best choice as the units are aged and need significant repairs. Remodeling or adding an addition to these units will be more costly.

Council Member Garn asked if the setback of the units will be affected if 200 North Street is widened later on.

Lyle Gibson responded that it's likely that this is as wide as 200 North Street will be at this address.

Council Member DeCaire made a motion to approve a Development Agreement for a Multi-Family Residential Development at 520 and 540 East 200 North for Brent Burningham, seconded by Council Member Barber.

Council Member Adams commented that adding more units here does not increase the density of the area, however there is already a lot of high density housing in this area. Do we honor the R-D zone or do we allow this rezone and possibly set a precedence for the future? Council Member Adams said that he appreciates that the owner is trying to update the property, but would like to see that only four units be allowed here.

Council Member Garn said that we shouldn't be allowing for more units to an area already saturated by multi-family housing. If we allow this here what will stop from other neighboring properties to do the same?

Council Member Page said that recently the state passed a bill to require that cities provide opportunities for diverse housing and affordable housing. These units will be sold individually which helps to ensure that they will be quality built. It will create an opportunity for people to

own a home within Kaysville.

Council Member Adams said that there is already four units here, and those units could be updated. Approving this rezone is allowing high density housing to creep into the area which is already carrying a higher density burden for the community. It doesn't seem like House Bill 34 is being accomplished in this situation when there's already affordable housing on the property and we are removing that by rebuilding them to be more expensive units.

Council Member Adams made a substitute motion to deny the Development Agreement for a Multi-Family Residential Development at 520 and 540 East 200 North for Brent Burningham.

The motion died for lack of a second.

The vote on the original motion was as follows:

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

The motion passed with a vote of three to two.

Council Member Adams made a motion to deny the request to rezone 0.38 acres of combined property at 520 and 540 East 200 North from RD (Diverse Residential) to the RM (Multi-Family Residential) zoning district to include the PRUD (Planned Residential Unit Development) overlay zone for Brent Burningham.

The motion died for lack of a second.

Council Member DeCaire made a motion to approve the request to rezone 0.38 acres of combined property at 520 and 540 East 200 North from RD (Diverse Residential) to the RM (Multi-Family Residential) zoning district to include the PRUD (Planned Residential Unit Development) overlay zone for Brent Burningham, seconded by Council Member Page.

The vote on the motion was as follows:

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

The motion passed with a vote of three to two.

Council Member Barber recused herself from the next item.

REQUEST TO REZONE 1.27 ACRES OF PROPERTY AT 831 EAST 250 SOUTH FROM

THE R-1-8 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT TO THE R-2 (SINGLE AND TWO-FAMILY RESIDENTIAL) ZONING DISTRICT – FLINT BARBER, REPRESENTATIVE OF JACK AND ELAINE PALMER

Lyle Gibson explained that Jack and Elaine Palmer own the property at 831 East 250 South and are requesting a rezone in order to accommodate a potential residential lot split for three building lots, and future construction of a duplex or twin home. There are existing duplex and twin home dwellings to the east in the R-1-8 subdivision, and R-1-8 zone will not allow more than 3 two-family dwellings within a five-hundred foot radius. The requested R-2 zoning district allows for residential development of one and two-family dwellings in a standard subdivision. Each lot would be split so that each building could be sold separately. After holding a Public Hearing, the Planning Commission voted unanimously to recommend approval of the proposed rezone to the City Council. With the construction of this development, 250 South Street will be fully improved, creating a through street. There are already utilities running through this area. There will be no PRUD overlay approved with this rezone and there will be no HOA for the subdivision.

Flint Barber, a developer representing Jack and Elaine Palmer, stated that they have been working on this project for several month. Originally they had considered creating a cul-de-sac development, but since there are already utilities running through here they are being required to complete the road, 250 South Street, in order to cover those utilities. During the Public Hearing there were some concerns mentioned about these dwellings becoming low-end rental units. These won't be considered low-income housing. There was also a concern mentioned by the neighbors about a sewer and gasoline running through here. Any easements will be verified and mitigated before final plat review.

Mayor Witt asked for public comment.

Kib Jacobsen commented that he has lived across the street from this property for many years. The property is surrounded by single family residential properties. While the neighbors knew this property would be developed at some point, they were hoping it would be developed as similar single family homes as what exists here. Adding six units will add six driveways onto this street, and will add more traffic and more congestion to the area. Mr. Jacobsen stated that he feels that only two twin-homes should be allowed here, and if this rezone is approved it will be setting a precedence for the area. Mr. Jacobsen said that he understands that the city wants to create more affordable housing in Kaysville, but those who already live here doesn't want it in their neighborhood because there are already existing duplexes in the area and it's adding more burden to the neighborhood.

Wayne Clark said that he lives next to this property and is grateful to see that apartments are not being proposed, but would like to see only two single family homes built here. It will create less traffic in their neighborhood. Mr. Clark asked if the rezone is approved by the Council, will the developer be able to put more density housing here without needing to be reapproved for it.

Sue Noorda said that building multi-family housing will devalue the surrounding homes. It's understandable that the city is looking for areas to build low-income housing, but it's not appropriate to build them here.

There were no further comments or question from the public.

Flint Barber commented that it is anticipated that each unit will sell for a similar price as what the surrounding homes are valued at. Because of the acreage of the property and the size of the lots, they aren't adding to the density of this area.

Council Member Adams asked about the frontage of each of the lots.

Lyle Gibson responded that each lot has a 76 foot frontage, with each unit being allowed 32 feet.

Council Member Adams commented that he does not feel that SB34 applies in this situation as these units will not be considered as low-income housing.

Flint Barber said that these units won't be low-income housing. They will be a place to provide families the ability to build a new home to raise their kids in instead of renting a home.

Council Member Adams commented that he felt that the public road shouldn't be counted towards the developable land of the subdivision. Council Member Adams asked about notice for this requested rezone.

Lyle Gibson responded that Staff posted signage on the property and sent mailers to property owners within 500 feet. This is their standard noticing procedure for this type of proposal.

Council Member Garn made a motion to approve the rezone request of 1.27 acres of property at 831 East 250 South from the R-1-8 (Single Family Residential) zoning district to the R-2 (Single and Two-Family Residential) zoning district for Flint Barber, representative of Jack and Elaine Palmer, seconded by Council Member DeCaire.

Council Member Garn said that there is an ordinance which restricts the number of units within 500 feet of each other to three. It seems that if someone wants to have more than 3 then they would just need to rezone their property to get more units, thereby avoiding the other ordinance restriction. However, this doesn't mean that by doing this they are not be creating a more appropriate situation. We need to do what is the highest and best use for the land. This proposed development will not change the overall density, and it won't be solving the low income housing issue.

Council Member DeCaire said that we are running out of large tracts of land to develop in Kaysville and the city will see more projects such as this trying to develop. The road connection will be a positive thing for this area, and the development won't increase the density. These homes will be quality and the proposal is an appropriate use of the land.

The vote on the motion was as follows:

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

The motion passed with a vote of three to one.

Council Member Barber rejoined the meeting.

WORK ITEMS

AN ORDINANCE REPEALING AND REENACTING 7-4 OF THE KAYSVILLE MUNICIPAL CODE REGARDING OPEN BURNING

City Attorney Nic Mills explained that the current ordinance regarding open burning is unclear on what materials the City allows residents to burn. City Staff has noticed a small rise in unauthorized or illegal burns. Staff attributes this rise to residents either not being familiar with the current ordinance or not following the current ordinance due to lack of clarity in the ordinance. This action would also make several grammatical, technical, and formatting corrections to the ordinance.

Council Member Barber made a motion to move this item to an action item, seconded by Council Member Adams.

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.

FIBER OPTIC DISCUSSION

City Manager Shayne Scott explained that Staff is planning to present some action items to the Council for review at their next meeting. Included in those action items is an interlocal agreement with American Fork, with the intent of giving both cities more flexibility with their fiber program and create more opportunities for both cities.

Council Member Adams said that he is concerned that we are trying to create another type of “Utopia”.

Council Member Garn commented that having fiber will benefit the city in many ways. Fiber will be essential in the future. It will help us become more efficient and will be beneficial for the community. It will help to create an economic incentive.

Council Member DeCaire said that the state has a fiber network that runs across the state, servicing many school districts. It provides a great benefit for our students, families and children across the state. While serving on the technical Advisory Committee he has been able to look at this fiber issue from all angles and feels that some fiber network could be deployed here that would benefit the city and our residents.

Council Member Barber said that throughout this process the Technical Advisory Committee has continued to educate themselves and has been willing to meet with anyone who is for or against this. They have reviewed different models or services in order to find the best way to help take care of our residents.

Council Member Adams announced that there would be a Public Hearing on September 19th to discuss possibly adopting a telecommunications fee. There is also a Public Hearing on October 3rd to discuss fiber bonding. Council Member Adams said he has some genuine concerns about this process and that they hadn't been informed before tonight about the interlocal agreement.

City Manager Shayne Scott said that creating an interlocal agreement would give us the ability to things such as customer service and legal services with American Fork, which in turn cuts costs. It's similar to what the city does with UAMPS. Staff and the Technical Advisory Committee meetings has been forthright with the Council, and our discussions with them have been ongoing for several months.

Council Member Adams asked if a fiber department would be created, and if those costs to run that department were considered in the cost of the fiber utility fees. The taxpayers need to know where their money is going. How will the fiber infrastructure be maintained?

Mayor Witt responded that those types of costs has been considered and built into the estimated operating costs.

Todd Marriott, with Municonsults said that using an interlocal agency is very effective. It will help to address inefficiencies and is a way to share operating costs. It is configured between both cities in a way that's conducive and efficient.

Council Member Barber said that we can maximize our network through an interlocal agreement. We can be as efficient as we want and we'll be able to maximize our efficiencies with it. We will also be able to control our rates, as opposed to competitors having the control.

CALL TO THE PUBLIC

James Butcher commented that he appreciates that the city is following its due diligence with this fiber project. Many residents already have high speed internet, but there is usually not many internet options available. No matter what, every resident will benefit from fiber because nobody will be able to find internet for less than \$20 a month.

Charles Von Bose said that he is in support of fiber coming to Kaysville, and he has had many conversations with the Technical Advisory Committee to go over the numbers. He was impressed with their ability to answer his questions and appreciates their willingness to meet with him. There are many residents supporting the Council with this decision.

Nephi Harvey said that he is a long-time resident living on 200 North and feels that this fiber project will be forcing fiber and its fees on the residents when it's something that residents can get on the free market. The City needs to provide solutions to fill any gaps and not force something on the residents. Hill Farms Subdivision has Centurylink high speed and their rates are fairly inexpensive. What the city is imposing is tax on everyone in the city. We need to hire an additional

knowledgeable consultant with a different viewpoint. Also, earlier there was an item earlier on the agenda regarding a purchase order for Wilkinson Ferrari & Co. and there was no discussion from the Council about it before it was approved.

Brigg Lewis asked if the City Council will be meeting at the Police Station while City Hall is renovated.

Mayor Witt responded that the Council will be meeting at the Parks and Recreation Center.

Brigg Lewis said that private internet providers will refund money to its customers when their internet is down for more than an hour. Is that something the City will do as well after fiber is installed? Also, it seems that at every Council meeting there is a new amount for the cost that will be charged to the residents. Now it's being proposed that residents will need to pay for the fiber infrastructure whether or not they use it. This feels like the government is imposing socialism. Why is this fiber project being rushed through? The city needs to let the citizens understand what this will cost them and how it's being justified. Higher speeds would be nice, but most citizens do not need it. The citizens don't have the details. All we've seen is a public relations job with no concrete numbers. Let the residents see what the costs will be and what exactly it is going towards.

Josh Crosby commented that he is in favor of fiber and feels it has a high value for everything he would like to use it for. Mr. Crosby said that he works from home full-time for Amazon, which is a growing presence in Utah. Rather than building large facilities they have many employees working from home. The internet options in his area are limited and there needs to be better solutions for areas of the city that currently don't have access to high speed internet. Also, residents should be able to have the choice to choose which type of internet services they want to have.

COUNCIL MEMBER REPORTS

Council Member Adams said that the Wilkinson Ferrari invoice that was referenced was for a purchase order for work that was already completed. Typically the Council has to approve an invoice before a service has been done. This should have been approved for before it was already done, and it should have been reviewed and discussed earlier in this meeting. Council Member Adams also commented that he feels that his recent GRAMA requests are being ignored.

CITY MANAGER REPORT

City Manager Shayne Scott commented that the Fire Department would be participating in a 9/11 Memorial ruck along with surrounding fire and police departments. It would be on September 11th, starting at 8:20 a.m. the USU Botanical Center, and all were invited to attend. Also, there is a ULCT Conference coming up next week in Salt Lake City for those interested.

ADJOURNMENT

Council Member DeCaire made a motion to adjourn the City Council meeting at 9:25 p.m., seconded by Council Member Adams and passed unanimously.

STAFF REPORT



COUNCIL MEETING DATE: October 3, 2019
ITEM NO.:

TYPE OF ITEM: Consent
PRESENTED BY:

SUBJECT/AGENDA TITLE: Equipment Purchase

EXECUTIVE SUMMARY:

Purchase of a Triple Turret Wire Reel Trailer. We have received three (3) quotes from Felling Trailers Inc., Brooks Brothers Trailers and Sherman + Reilly. We recommend Felling Trailers Inc.

Council Options: Approve / Disapprove

Recommended Options: Approve

Fiscal Impact & Fund Source for Recommended Action: Submitted in FY20 Budget

Attachments: Quote from Felling Trailers, Brooks Brothers, Sherman + Reilly



FELLING TRAILERS, INC.

1525 Main Street South, Sauk Centre, MN 56378
Phone: 800-245-2809 - www.felling.com



1200-E

ATTENTION:

Quote Valid for 30 Days Reference No: 117751-MRR

Ship To:

Kaysville City Corp.
23 East Center Street
Kaysville, Utah 84037
Brett Thomas 801-544-8925

Phone:

FAX:

Bill To:

Customer Unit/Stock:

Kaysville City Corp.
23 East Center Street
Kaysville, Utah 84037
Brett Thomas 801-544-8925

FAX:

PO#		Sales Person	Mark Rapp	Addtl Discount	
Quote Date	09/19/2019	Lead Time	12 Weeks	Other Charge	
Order Date		Addtl Disc/Terms	Cash On Delivery	Surcharge	
Order Status	Quote	Product ID	FT-20 I	Serial No.	

Notes:

Drawing No:

OVL Length: 25

Copy No:

Appx Wgt +/-: 4,600

Item Type	Description	Dealer Disc:	0.00%	Terms	0.00%	Add Qty	Unit	Total Qty	Total Amt
Base Model	FT-20 Drop Deck [E] Triple Turret 72 x 60 x 5,500 lbs					0.00	Each	1.00	12,776.00
Option	Removable Turret Reel Stand, 72" Dia x 60" Wide x 5,500 lbs Reel Capacity. 2 7/8" Dia Reel Bar, Complete 360 Degree Rotation. Lockable Positions Every 15 Degrees. HD Slew Bearing - 105,000 lbs Axial and 40,000 lbs Moment Load Capacity. Bronze Bushings					0.00	Opt	3.00	11,229.00
Option	16" Tensioning Brake, Ventilated Bronze Disc. 6,000 ft lbs of Torque. Reel Change Out Possible With Out Losing Tensioner Setting.					0.00	Opt	3.00	10,860.00
Frame Type	3" Angle Lip Down on Each Side of Trailer					0.00	Opt	1.00	113.00
Deck Length	Main Deck Length					0.00	Feet	20.00	0.00
Deck Type	Steel Treadplate Deck					0.00	Feet	20.00	780.00
Appx Deck Height	24" Loaded, 26" Unloaded (Torsion)					0.00	Inches	1.00	0.00
Width	102" OD, 82" ID					0.00	Inches	1.00	0.00
Tie Downs	D-Rings, 1" Straight					0.00	Std	8.00	0.00
Brakes	Electric, Dexter FSA (Fwd Self Adj) On All Axles					0.00	Std	1.00	0.00
Axles	10K Dexter Oil Bath					0.00	Std	2.00	0.00
Suspension	Rubber Torsion, Dexter TorFlex, 42" Spread					0.00	Std	1.00	0.00
Tires & Wheels	235/75R 17.5 J, 8 Bolt [17.5 x 6.75]					0.00	Std	4.00	0.00
Hitch Length	Center of Coupler to Headboard, Appx - Adj Hitch Range 14" to 23" (22" to 27" if Hyd)					0.00	Feet	5.00	0.00
Hitch Type	2.5" Adjustable Lunette Eye/Pintle, [C] 42,000 lb Plate Mount (5/8" Bolt)					0.00	Std	1.00	0.00
Jack	12K Drop Leg Stabilizer Jacks - Pair Mounted Both Sides at Rear Corners					0.00	Opt	1.00	482.00
Jack	12K Drop Leg, Side Wind					0.00	Std	1.00	0.00
Plug	7 Pole RV					0.00	Std	1.00	0.00
Lights	4 tail light system, LED, Sealed Wiring Harness					0.00	Std	1.00	0.00
Trailer Color	Felling Black # CCA945378 (White Felling Decal)					0.00	Std	1.00	0.00
Standard	3/8" Safety Chains, Grade 70					0.00	Std	1.00	0.00
Standard	Document Holder					0.00	Std	1.00	0.00
GVWR	23,000 lbs					0.00	Std	1.00	0.00



MSO's are not released until

Payment Received

**** FOB IF NO FREIGHT charged ****



**** FET Tax may apply on 26,000 lb GVWR and above ****

Please sign and date your acceptance of this quote:

Standard List Price:	\$36,240.00
Dealer Discount:	\$4,275.84
Sub Total:	\$31,964.16
Addtl Disc (see TERMS):	\$0.00
Net Cost:	\$31,964.16
Surcharge:	\$0.00
Freight:	\$1,635.00
Other Charge (see above):	\$0.00
TOTAL U.S.D.	\$33,599.16

Brooks Brothers Trailers

141 Francis Drive
Troy, MO 63379
(636) 462-1407

Quote

Date	Quote #
9/11/2019	732451

Name / Address
Kaysville City Light & Power 721 Old Mill Lane Kaysville, UT 84037 Bret Thomas: 801-544-8925 bthomas@kaysvillecity.com

Rep	Project
SG	

Description	Qty	Total
Model 3 TRT 232 - 8KE Turret Trailer *Freight Charges not included - Fob Troy, MO 63379 CAPACITY: 18,800 # GVWR 12,800 # Approx. Payload Capacity 6,000 # Approx Curb Weight DIMENSIONS: Overall Length: Approx 28' A-Frame: 5' Deck Length: 23'L x 70"W Max Overall Width: 101" Max Reel Size: (3) Three 72"D x 54"W x 3" Center Hole AXLES: 8,000# Tandem Dexter Axles 12-1/4 x 3-3/8 Electric Brakes on All Wheels (4) Four - 215/75R17.5 LR-H Tires (4) Four - 17.5" x 6.75" Single Wheels (1) Pair Mud Flaps REEL RACKS: (3) Three -Revolving Turret Reel Assemblies Lockable Every 15 Degrees with Heavy Duty Slew Bearings:106,798 lbs axial and 40,000 ft-lbs moment load capacity (3) Three - 2 7/8" Reel Bars with Crossarm and (1) One Locking Collar, Rotating in Heavy Duty Bronze Bearings, 6,000 lb capacity *Reel Bars and Locking Collars to have lifting hooks installed. (3) Tensioning Brake Assembly: 16" x 3/4" C-46400 Annealed Naval Brass Brake Disc. Hub, Shaft and Disc	1	34,600.00
Total		

Brooks Brothers Trailers

141 Francis Drive
Troy, MO 63379
(636) 462-1407

Quote

Date	Quote #
9/11/2019	732451

Name / Address
Kaysville City Light & Power 721 Old Mill Lane Kaysville, UT 84037 Bret Thomas: 801-544-8925 bthomas@kaysvillecity.com

Rep	Project
SG	

Description	Qty	Total
Machined as One Unit M100 Series Hayes Brake Caliper, 10,000 lbs. of Clamping Force Easy Replacement Non Asbestos Brake Pads Available 4,100 ft. lbs. Torque Heavy Duty Bearings TONGUE, HITCH & JACKS: 6" x 3" x 1/4" Steel Tube 6-Position Adjustable Hitch Plate (14" through 27") 2-1/2" Lunette Eye 1/2" x 36"L Galvanized Safety Chains 11,400 lb Working Load, 21,000 lb Breaking Load with Safety Hooks and Anchor Shackles For Easy Replacement of Damaged Safety Chain (1) Heavy Duty drop leg jack mounted in A-Frame of trailer 12K capacity (2) Jacks located at rear for stabilizing MAIN FRAME: 10" x 3" x 1/4" Steel Tube 3" C-Channel Crossmembers 6" C-Channel Crossmembers Under Turret Assemblies CARGO BED: 1/8" Steel Tread Plate Deck FENDERS: Fabricated 1/8" Steel Diamond Tread Plate Fenders Steel Treadplate Catwalks Fore and Aft of Fenders Conspicuity Tape, Both Sides, Rear and Tongue, Meets DOT and NHTSA Standards 12 VOLT WIRING SYSTEM: ICC & DOT Approved L.E.D. Lights Sealed Beam Rubber Mounted Stop, Turn, Tail & Marker Lights		
Total		

141 Francis Drive
Troy, MO 63379
(636) 462-1407

Date	Quote #
9/11/2019	732451

Rep	Project
SG	

Page 3

Brooks Brothers Trailers

141 Francis Drive
Troy, MO 63379
(636) 462-1407

Quote

Date	Quote #
9/11/2019	732451

Name / Address
Kaysville City Light & Power 721 Old Mill Lane Kaysville, UT 84037 Bret Thomas: 801-544-8925 bthomas@kaysvillecity.com

Rep	Project
SG	

Description	Qty	Total
Sales Tax		0.00
Total		\$53,000.00



400 West 33rd Street • Chattanooga, TN 37410
 p | 800.251.7780 • 423-756-5300 f | 423-756-2948
 w | sherman-reilly.com

QUOTATION

Quotation To:
 City of Kaysville
 Attn: Bret Thomas
 Kaysville, UT 84037

Quotation Date: September 13, 2019
 Quotation # 6636
 Customer ID:
 Quotation valid until: December 12, 2019

Phone:
 Fax:
 Email:

Prepared by:

Quoted Products/Services

				(signature)
BASE UNIT	UOM	Qty.	Price/Unit	Ext. Price
TRT-384/60-21K-T Three Reel Turret Trailer complete with:	EA	1	58,600.00	58,600.00
Electric Brakes				-
Tandem Axles				-
LED Lighting and Pintle Eye Towing				-
Reel Size - 84" x 60" x 7,000 lbs. each				
360 Degree Turrets with automatic locks on 15				-
degree increments and (8) 10,000 lb. capacity				-
Cam Followers on each reel for safety.				-
Sealed Quick release bearings on reel shafts				-
Overspin Brakes - 16" alum/bronze disc-caliper				-
Drop & Pin type jacks (5) Manual				-
Options				-
Bed Rollers and Gathering Windows for UG	EA	1	6,975.00	6,975.00
Hydraulic Retrievers - per reel	EA	3	6,000.00	18,000.00
Power Pack - 13 Hp Gasoline Engine with Hydraulic Front Jack	EA	1	9,100.00	9,100.00
Trailer Plug - 7 pin, unless otherwise specified	EA	1	100.00	100.00
				-
				-

Prices are FOB Origin, freight prepaid and added to the invoice.
 Payment Terms are Net 30 days with approved credit
 Standard Terms & Conditions apply unless otherwise noted:
 Expected ship date will be communicated with/by S&R's order confirmation.
 Standard Shipping Interval is 120 - 150 Days After Receipt of Order



400 West 33rd Street • Chattanooga, TN 37410
p | 800.251.7780 • 423-756-5300 f | 423-756-2948
w | sherman-reilly.com

STANDARD TERMS & CONDITIONS

Sherman + Reilly, Inc. is herein referred to either as "S+R" or "Seller" and the customer or person or entity purchasing goods or services (hereinafter collectively referred to as "Goods") is referred to as the "Buyer". These Terms and Conditions, any price list or schedule, quotation, acknowledgment or invoice from S+R relevant to the sale of the Goods and all documents incorporated by specific reference therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by S+R to Buyer. Buyer's acceptance of the Goods will manifest Buyer's assent to these terms and conditions without variation or addition. Any different or additional terms in Buyer's purchase order or other Buyer documents are hereby objected to. S+R reserves the right in its sole discretion to refuse orders.

1. PRICES AND TAXES: Unless a fixed price is quoted, the price at which this order is accepted is subject to adjustment to S+R's price in effect at the time of order. Any current or future tax or governmental charge (or increase in same) affecting Seller's costs or production, sale or delivery or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods (but excluding any tax on Seller's net income or profit) shall be for Buyer's account and shall be added to the price.

2. ORDER CANCELCATION: ORDERS FOR GOODS ARE NON-CANCELABLE BY BUYER AFTER SELLER HAS STARTED WORK. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Seller reserves the right to ship Goods to a storage facility in Seller's sole discretion and Buyer agrees to pay for any and all storage costs and other additional expenses resulting therefrom.

3. TERMS OF PAYMENT: Terms are stated on S+R's invoice in U.S. currency. S+R shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with the Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly, or S+R otherwise deems itself insecure. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Should Buyer's financial responsibility become unsatisfactory to S+R, cash payments or security satisfactory to S+R may be required by S+R for future deliveries and for the goods theretofore delivered. If such cash payment or security is not provided, in addition to S+R's other rights and remedies, S+R may discontinue deliveries. S+R may apply finance charges for customers paying with credit cards.

4. SHIPMENT AND DELIVERY: Unless otherwise expressly provided, shipments are made F.O.B. S+R's shipping point. Risk of loss or damage and responsibility shall pass from S+R to Buyer upon delivery to and receipt by common carrier. Any claims for shortages or damages of Buyer and shall be submitted by the Buyer directly to the carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. While S+R will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by S+R, all shipping dates are approximate and not guaranteed. S+R reserves the right to make partial shipments. S+R, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse S+R for any and all handling and storage costs and other additional expenses resulting therefrom. All claims for shipping errors, lost shipments or any other discrepancies must be made within ninety (90) days or they will be disallowed and deemed waived.

5. S+R LIMITED WARRANTY: S+R covers its products with a manufacturer's warranty against defects in material or workmanship for the a period of one year unless otherwise stated. To take advantage of this warranty, the complete product must be delivered prepaid to S+R or any S+R Authorized Service Center. This warranty shall not apply to any Goods including but not limited to products which have been: (a) Repaired or altered outside S+R's factory (or Authorized Service Center) or in any manner so as, in S+R's judgment, to affect its serviceability or proper operation. (b) Subjected by persons other than S+R (or Authorized Service Center) to improper handling, operation, maintenance, repair or alteration. (c) Subjected to abnormal wear and tear, misuse, negligence, improper installation or accident. S+R's obligation under this warranty, and the Buyer's exclusive remedy for the breach thereof, shall be limited to, at S+R's option, repair or replacement of any allegedly defective Goods or issuance of credit. S+R requires the return of any allegedly defective Goods, transportation prepaid, before honoring any claim. All returned Goods are subject to inspection, and if examination does not disclose any defect covered by this warranty, replacement of such Goods or issuance of credit for same will not be approved. THE FOREGOING CONSTITUTES S+R'S SOLE WARRANTY RESPONSIBILITY AND BUYER'S EXCLUSIVE REMEDY WHETHER SOUNDING IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. No employee, agent, dealer, or other person is authorized to give any warranty on behalf of S+R. This warranty extends only to persons or organizations who purchase the Goods from S+R for resale.

6. LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION, REPLACEMENT OR CREDIT UNDER SECTION 4. S+R SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE, AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL S+R'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, AND BUYER SHALL INDEMNIFY S+R FOR ANY DAMAGES IN EXCESS THEREOF. BUYER AGREES THAT IN NO EVENT SHALL S+R'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS INCLUDE SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER IN CONNECTION WITH THE SALE, RESALE OR USE OF THE GOODS, WHICH ARE WAIVED BY BUYER AND AS TO WHICH BUYER SHALL INDEMNIFY S+R. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use of revenue, cost of capital or loss of or damage to property, equipment, or data, or loss of reputation. Further, Buyer shall indemnify and hold S+R harmless from any liability to Buyer, Buyer's employees, workers, contractors or any other persons arising out of Buyer's, and any other persons', use of the Goods. All instructions and warnings supplied by S+R will be passed on to those persons who use the Goods. S+R's Goods are to be used in their recommended applications and all warning labels adhered to the Goods by S+R shall be left intact.



400 West 33rd Street • Chattanooga, TN 37410
p | 800.251.7780 • 423-756-5300 f | 423-756-2948 w | sherman-reilly.com

7. EXCUSE OF PERFORMANCE (FORCE MAJEURE): S+R shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; fire; flood; weather; sabotage; strikes, labor disputes, civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or events beyond S+R's reasonable control. Deliveries or other performance may be suspended for an appropriate period or cancelled by S+R upon notice to Buyer in the event of any of the foregoing, but the balance of this agreement shall otherwise remain unaffected. If S+R determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth herein, S+R may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or materials) among itself and its purchasers on such basis as S+R determines to be equitable without liability for any failure of performance which may result therefrom.

8. CHANGES: S+R reserves the right to change designs and specifications for standard Goods without prior notice to Buyer, but not with respect to custom Goods being made for Buyer. S+R shall have no obligation to install or make such change in any Goods manufactured prior to the date of such change.

9. ASSIGNMENT: Buyer shall not assign its rights or delegate its duties or any interest herein without the prior written consent of S+R, and any assignment, without such consent, shall be void.

10. INSTALLATION: Buyer shall be responsible for receiving, inspecting, testing, storing, installing, starting up and maintaining all Goods.

11. INSPECTION/TESTING: Buyer, at its expense, agrees that it will promptly inspect the Goods upon receipt thereof, and in no event later than thirty (30) days from the date of receipt of the Goods. Buyer shall deliver to S+R within fifteen (15) days of inspection, but in no event later than forty-five (45) days from the date of receipt of the Goods, written notice of any and all deficiencies, defects, variations from specifications or complaints of any kind with respect to the quantity, quality, condition, shipment, performance, price or appearance of the Goods so received by Buyer. In the event no such written notice is received by S+R, Buyer shall be deemed conclusively to have inspected and accepted all such Goods unconditionally and to have waived any and all rights and claims, including without limitation any right to reject the Goods or to claim damages in respect thereof. Buyer may not return goods without first advising S+R of the reasons therefore, obtaining from S+R a material authorization number and observing such instructions as S+R may give in authorizing such return. In the event a return is authorized by S+R, a restocking fee of twenty-five percent (25%) shall be assessed and deducted from the final credit amount due Buyer.

12. SERVICES: If this agreement requires S+R to perform or provide any services, S+R (including without limitation its successors, assigns, agents or any person or entity acting at S+R's direction) shall not be responsible for any damages, claims, liabilities or expenses of any nature arising out of such services.

13. U.S. EXPORT CONTROL LAWS: All Goods sold to Buyer by S+R are subject to U.S. Export Control Laws. Buyer hereby agrees not to re-sell or divert any goods contrary to such laws.

14. COMPLIANCE: Seller/Contractor shall comply with all applicable federal, state or local laws, rules, regulations, or orders. Seller/Contractor shall comply with Executive Order 11246, as amended by Executive Order 11375, and the applicable provisions of the Office of Federal Contract Compliance Programs (OFCCP), 41 CFR Part 60, which are incorporated herein by this reference. Buyer shall comply with all applicable federal, state, or local laws, rules, regulations or orders including but not limited to the Foreign Corrupt Practices Act of 1977, as amended. S+R reserves the right to delay or refuse delivery if requests for reasonable assurances of Buyer's compliance are not tendered as requested.

15. MISCELLANEOUS: These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter hereof. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon S+R unless made in writing and signed on its behalf by its duly authorized representative. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by Seller. No modification shall be effected by S+R's receipt or acceptance of Buyer's purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein, all of which are objected to by S+R. Any such modifications or additional terms are specifically rejected by S+R. No waiver by S+R with respect to any breach or default of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by S+R. All typographical or clerical errors made by S+R in any quotation, acknowledgment or publication are subject to correction. Validity and performance relating to the interpretation and effect of this agreement shall be governed by the laws of the state of Tennessee without regard to its conflict of law principles.

16. DISPUTE RESOLUTION: In the event of any dispute INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIMS BASED IN TORT, NEGLIGENCE, PRODUCT LIABILITY, FRAUD, MARKETING, STATE OR FEDERAL REGULATIONS, ANY CLAIMS REGARDING THE ENFORCEABILITY OF THIS LIMITED WARRANTY, AND THE WAIVER OF CLASS ACTION TRIALS between Buyer and Seller, either may choose to resolve the dispute by binding arbitration, as described below, instead of in court. THIS MEANS IF EITHER BUYER OR SELLER CHOOSE BINDING ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR HAVE A JURY TRIAL. DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN BINDING ARBITRATION. Buyer and Seller agree that the proper venue if Arbitration is not so chosen by Buyer or Seller of all actions arising in connection herewith shall be only in the state of Tennessee and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to the agreement, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

17. CLASS ACTION WAIVER: BINDING ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER BUYER NOR SELLER MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. ADMINISTRATION OF ARBITRATION: The binding arbitration must be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and/or Supplementary Procedures for Consumer-Related Disputes (including proceedings to mitigate costs of travel). This binding arbitration is governed by the Federal Arbitration Act ("FAA") (9 USC §1, et. seq.) and will govern the interpretation and enforcement. The binding arbitration shall be held at a location determined by AAA or at such other location as mutually agreed. In addition to the terms stated above, the following will apply to the binding arbitration: (1) the arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including any claim that all or any part of this Agreement is void or voidable; (2) the arbitrator shall apply Tennessee law consistent with the FAA.

STAFF REPORT



COUNCIL MEETING DATE: October 3, 2019

ITEM NO.: 4c

TYPE OF ITEM: Consent

PRESENTED BY: Josh Belnap

SUBJECT/AGENDA TITLE: Angel St Ditch – Trench Paving

EXECUTIVE SUMMARY:

Description:

As part of the work being done on Angel St, a 24” pipe was placed in the road to convey storm water and irrigation flows, allowing for backfill of the ditch and install of curb and sidewalk along the east side of Angel St. The bid for the project did not include a line item for pavement, so we discussed having the Paver for Sunset Drive also pave this section as a change order, however, their schedule did not allow for that additional work. As a result, we reached out to six (6) contractors to solicit bids for paving the trench and the driveways before temperatures get too cold for paving or asphalt production.

We received two bids back, and Advanced Paving was the low bid. Their bid for removal of dirt and old asphalt, prep of the roadbase, collaring manholes and valves, paving 5 driveway patches adjacent to the road and 900 ft of trench was \$62,022.00.

Council Options: Approve / Disapprove

Recommended Options: Approve

Fiscal Impact & Fund Source for Recommended Action: Road Utility Funds

Attachments: Advanced Paving Bid

2019 patching Angel St.

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	TRAFFIC CONTROL	EA	1	\$ 3,600.00	\$ 3,600.00
2	MOBILIZATION	EA	1	\$ 1,250.00	\$ 1,250.00
3	Saw cut trench (T trench)	LF	1,000	\$ 0.95	\$ 950.00
4	REMOVE AND HAUL OFF EXSISTING ASPHALT	SF	3,104	\$ 0.50	\$ 1,552.00
5	Remove 4" compacted fill and finish grade	TON	360	\$ 24.00	\$ 8,640.00
6	Raise and collar exsisting manhole	EA	5	\$ 940.00	\$ 4,700.00
7	Raise and collar exsisting valve	EA	2	\$ 690.00	\$ 1,380.00
8	install 4" asphalt	TON	360	\$ 95.00	\$ 34,200.00
9	Prep and install 3" thick asphalt drive aproaches (5)	TON	50	\$ 115.00	\$ 5,750.00

TOTAL \$ 62,022.00

KAYSVILLE POLL WORKERS - 2019 GENERAL ELECTION

Kaysville Library	Sabra	Fisher	(801)295-8732	1387 S 400 E	Kaysville	UT	84037	Receiving Clerk	KA13:IBC-
Kaysville Library	Carol	Luedtke	(801) 928-9207	95 Baer Creek Dr	Kaysville	UT	84037	Poll Manager	KA16:IBC-
Kaysville Library	Mark	Pierce	(801)240-5337	16 W Burton Ln	Kaysville	UT	84037	Ballot Clerk	KA01:I-C-

STAFF REPORT



COUNCIL MEETING DATE: October 3, 2019

ITEM NO.: 5a

TYPE OF ITEM: Action

PRESENTED BY: Chief Paul Erickson

SUBJECT/AGENDA TITLE: An Ordinance Repealing and Reenacting 7-4 of the Kaysville Municipal Code regarding Open Burning

EXECUTIVE SUMMARY:

The current ordinance is unclear on what materials the City allows residents to burn. City Staff has noticed a small rise in unauthorized or illegal burns. Staff attributes this rise to residents either not being familiar with the current ordinance or not following the current ordinance due to lack of clarity in the ordinance. This action would also make several grammatical, technical, and formatting corrections to the ordinance.

Council Options: 1) Approve the Ordinance as presented; 2) Approve the Ordinance with any modifications that the Council deems appropriate; 3) Decline the Ordinance and remand to staff with further direction.

Recommended Options: Approve the Ordinance as presented.

Fiscal Impact & Fund Source for Recommended Action: The City does not foresee any fiscal impact in amending this ordinance.

ORDINANCE __-__

AN ORDINANCE REPEALING AND REENACTING TITLE 7, CHAPTER 4 ENTITLED “OPENING BURNING” BY REPLACING THE WORD “OPENING” WITH THE WORD “OPEN” AND REENACTING THE CHAPTER WITH SUBSTANTIAL CHANGES; PROVIDING FOR REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE

WHEREAS, in a review of Chapter 7-4 of the Kaysville Municipal Code, respectively entitled Opening Burning, it was determined that an update is needed due to a lack of specificity and ability to enforce the aims of the code; and

WHEREAS, the City desires to protect its citizens from the dangers and physical damage that unsafe open burning can cause; and

WHEREAS, the Kaysville City Council finds it to be in the best interest of its citizens to make the proposed amendments to Title 7 of the Kaysville Municipal Code;

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

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

SECTION II: Repeal and Reenactment. Title 7, Chapter 4 of the Kaysville Municipal Code is hereby repealed and reenacted to read:

Chapter 4 Open Burning

7-4-1 Definitions

7-4-2 General Prohibitions

7-4-3 Permissible Burning - Without Permit

7-4-4 Permissible Burning - With Permit

7-4-5 High Risk

7-4-6 Liability

7-4-7 Penalty

7-4-1 Definitions

1. “Barbecue grill” means equipment used for outdoor cooking that uses as its heat source electricity or the burning of charcoal, liquid propane gas, or other liquid or gaseous fuel.
2. “Campfire” means a small outdoor fire intended for recreation, ceremonies, or cooking not including a fire intended for disposal of waste wood or refuse.
3. “Clean Wood” means natural wood which has not been painted, varnished or coated with a similar material, has not been pressure treated with preservatives and does not contain resins or glues as in plywood or other composite wood products.
4. “Confidential papers” means printed material containing personal identification or financial information that the owner wishes to destroy.
5. “Fire Chief” means the Chief of the Kaysville City Fire Department or other person authorized by the Fire Chief.
6. “Fireplace Stove” is a freestanding, chimney-connected fire chamber which is constantly open to view. It is designed to burn wood, electricity, liquid propane gas, or other liquid or gaseous fuel.
7. “Open Burning” means kindling or maintaining a fire where the products of combustion are emitted directly into the ambient air without passing through a stack or a chimney.
8. “Refuse” means any waste material except clean wood.

7-4-2 General Prohibitions

1. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning except in conformity with the provisions of this code.
2. Materials that may not be burned:
 - a. Rubbish or garbage including but not limited to food wastes, food wraps, packaging, animal carcasses, paint or painted materials, furniture, composite shingles, construction or demolition debris or other household or business wastes.
 - b. Waste oil or other oily wastes except used oil burned in a heating device for energy recovery
 - c. Asphalt and products containing asphalt.
 - d. Treated or painted wood including but not limited to plywood, composite wood products or other wood products that are painted, varnished or treated with preservatives.
 - e. Any plastic material including but not limited to nylon, PVC, ABS, polystyrene or urethane foam, and synthetic fabrics, plastic films and plastic containers.
 - f. Rubber including tires and synthetic rubber-like products.

7-4-3 Permissible Burning - Without Permit

When not prohibited by other laws or by other officials having jurisdiction and provided that a nuisance is not created, the following types of open burning are permissible without the necessity of securing a permit, when conducted in accordance with the provisions of the current edition of the International Fire Code.

1. In devices for the primary purpose of preparing food such as barbecue grills or fireplace stoves.
2. Campfires shall be confined by a control device or structure such as a barrel, fire ring, or fire pit.
 - a. Open burning under this section shall only be conducted at a location at least 50 feet from the nearest building.
 - b. Open burning shall be constantly attended and supervised by a competent person of at least eighteen years of age until the fire is extinguished and is cold. The person shall have readily available for use such fire extinguishing equipment as may be necessary for the total control of the fire.
3. In indoor fireplaces.
4. Properly operated industrial flares for combustion of flammable gases.
5. Controlled heating of orchards or other crops to lessen the chances of frost so long as the emissions from the heating do not violate minimum standards set by the Utah State Air Quality Board.
6. In compliance with the “clearing index” system approved and coordinated by the Davis County Health Department and after notification of the Kaysville Fire Department of the approximate time that the burning will occur, burning incident to fruit orchards of 25 or more fruit trees on one contiguous property or to horticulture or agricultural operations on two or more cultivated acres of contiguous property of:
 - a. pruning’s from trees, bushes, and plants; or
 - b. dead or diseased trees, bushes, and plants, including stubble; or
 - c. Weed growth along fence lines; canals or irrigation ditches.

7-4-4 Permissible Burning - With Permit

The following types of open burning are permissible under the terms of individual permits issued by Kaysville City in compliance with the “clearing index” system approved and coordinated by the Davis County Health Department.

1. Burning of solid or liquid fuels or structures for removal of hazards or eyesores for fire-fighting training purposes when conducted under the direct control and supervision of the Kaysville Fire Department.

7-4-5 High Risk

The Kaysville Fire Chief may prohibit open burning in specified locations within Kaysville City for any specified period of high fire danger or other risk.

7-4-6 Liability

A person utilizing or maintaining outdoor burning shall be responsible for all fire suppression costs and any other liability resulting from damage caused by the fire.

7-4-7 Penalty

A violation of this chapter shall be a class C misdemeanor.

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

SECTION IV: Effective Date. This ordinance being necessary for the peace, health, and safety of the City, shall become effective immediately upon posting.

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

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

STAFF REPORT



COUNCIL MEETING DATE: October 3, 2019

ITEM NO.: 5b

TYPE OF ITEM: Action

PRESENTED BY: Shayne Scott

SUBJECT/AGENDA TITLE: Temporary Construction Easement Agreement.

EXECUTIVE SUMMARY:

This item would establish a Temporary Construction Easement with the Boyack property owner on Angel Street and allow the city to enter their property for means of piping the ditch in front of their home, backfilling the ditch, eventually adding curb, gutter, and sidewalk, and doing all other construction like activities in this area. This TCE is not the city purchasing the property but simply being granted access to perform this work.

Council Options: Approve the Action Item as presented
 Approve the Action Item with suggested changes
 Do not approve the Action Item at this time

Recommended Options: Approve the Action Item (TCE Agreement) as presented

Fiscal Impact & Fund Source for Recommended Action: The Fiscal Impact of this action item is to pay the Boyack family for permission to enter their property. This payment will come from Storm Water budget funds.

Attachments: Agreement as executed by the Boyacks.

KAYSVILLE CITY
TEMPORARY CONSTRUCTION EASEMENT

For the sum of Thirty-Five Thousand Dollars (\$35,000.00) and sufficiency of which is hereby acknowledged, the undersigned GRANTOR (Kerry and MaryAnn Boyack) hereby grants, conveys, sells, and sets over unto Kaysville City Corporation, a body politic of the State of Utah, hereinafter referred to as GRANTEE, and its invitees, successors and assigns, agents and contractors a Temporary Construction Easement over and through a portion of the GRANTOR'S land. The Temporary Construction Easement is located in Kaysville City, State of Utah, and is fully described as follows:

That portion of parcel 08-011-0009 adjacent to Angel Street and within 50 feet of the entire westerly property line of said parcel located at 723 South Angel Street, Kaysville, Utah 84037

GRANTEE shall have the right, through this easement, to enjoy pedestrian and vehicular ingress and egress through existing driveway and approach and from neighboring properties, and to occupy and otherwise use the area of the easement for the purpose of improving Angel Street, including, but not limited to, widening the street, installing curb, gutter and sidewalk, filing in and otherwise taking any action necessary with and to the water-way or creek which runs between Angel Street and the GRANTOR'S Property, and installation of any other improvements incident to the project and that certain Condemnation Agreement entered into by and between GRANTOR and GRANTEE. It is understood and agreed, that this Temporary Construction Easement shall terminate within one year after the completion of the Project as defined in that certain Condemnation Agreement dated _____. GRANTEE, at GRANTEE'S sole cost, shall restore any damaged property within the easement to its pre-construction condition as is reasonably possible, except for any portion of the property which shall be permanently affected by the Project as governed by that certain Condemnation Agreement entered into by and between GRANTOR and GRANTEE.

GRANTOR warrants that it and no one else holds title to the above described property and that it has exclusive authority to grant said easement.

GRANTOR shall not build or construct or permit to be built or constructed, any building or other improvement over or across said Temporary Easement nor change the contour thereof without the written consent of GRANTEE. This Temporary Construction Easement grant shall be binding upon and inure to the benefit of the successors and assigns of GRANTOR and the successors and assigns of GRANTEE.

GRANTEE shall enjoy a temporary easement to construct, reconstruct, repair, replace, operate, and maintain sanitary sewer, land drain, storm drain, and other public utility services.

NOTARY PUBLIC

GRANTOR:

By: _____

Title: _____

NOTARY

STATE OF _____)
COUNTY OF _____):ss

On this _____ day of _____, 20____, personally appeared before me _____
_____, the signer(s) of the foregoing _____ who
duly acknowledged to me that he/she/they executed the same.

NOTARY PUBLIC

KAYSVILLE CITY ACCEPTANCE:

ATTEST:

Shayne Scott, City Manager

Maria Devereux, City Recorder

CONDEMNATION AGREEMENT

Purchaser: Kaysville City Corporation, a municipal corporation
23 East Center Street
Kaysville, Utah 84037

OWNERS: Kerry and MaryAnn Boyack
723 South Angel Street
Kaysville, UT 84037

The parcel of real property that is the subject of this Agreement is situated in Kaysville City, Davis County, State of Utah (the "CITY") and is located at 723 South Angel Street, in Kaysville City, Utah and is understood to carry the Property ID No. of 08-011-0009, and is further described in Exhibit "A" to this Agreement (the "Property"), and is owned exclusively by Kerry and MaryAnn Boyack, husband and wife (the "OWNERS"). The CITY and the OWNERS shall be referred to collectively herein as "Parties."

WHEREAS, The CITY desires to widen and or otherwise improve a portion of Angel Street, some of which fronts the Property. The improvements to the street include, but are not necessarily limited to, the widening of Angel Street, the installation of curb, gutter, and sidewalk along the street, and various other possible improvements within this portion of Angel Street in an effort to improve traffic circulation, maintenance, and pedestrian safety (the "Angel Street Project" or "Project"); and

WHEREAS, On January 18, 2018, the City Council adopted Resolution No. 18-1-2, declaring the necessity of using the right of eminent domain for acquisition of certain real property easements and stated that the public's need and use required the acquisition of certain easements and permissions in connection with construction of the Project; and

WHEREAS, OWNERS own the Property which is more or less adjacent to Angel Street and which will be directly and indirectly impacted by the Angel Street Project; and

WHEREAS, OWNERS desire to allow CITY to proceed with the Angel Street Project by hereby granting CITY permission and right to impact the Property as identified herein and granting to CITY a temporary construction easement and permission to create lateral support for the Project on certain portions of the Property as per the terms of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Recitals:** The above Recitals are incorporated herein and made a part of this Agreement.
2. **Impacted Property Rights:** The Parties recognize that while the CITY is not taking title to, or any ownership interest in, the Property or any portion thereof, the Project will impact the Property, and the CITY requires a temporary right to access and use the Property in order to complete the Project, as well as a right to permanently impact the Property as a result of the Project as follows:

A. Temporary Use: A temporary access and construction easement is necessary for ingress and egress of the Property and to facilitate work by the CITY on the Project. This includes temporary access to the Property to accommodate vehicles and equipment that will be used in completing the Project generally, and covering and filling in the creek or water way specifically. This permissive use of the Property shall be granted by OWNERS to the CITY and its agents as per that certain Temporary Construction Easement attached hereto as Exhibit "B" (the "Easement") to be executed concurrently with this Agreement.

B. Permanent Impacts to Property: The CITY anticipates that, with the covering and/or removal of the water-way or creek running along the intersection of Angel Street and the Property, fill will be placed on a small area of the Property adjacent to the Project to provide safety as well as structural support and stability for the Project, including sidewalk and/or other improvements, and that existing vegetation and/or landscaping and structures, if any, will be covered up and/or removed within and or adjacent to the same area. The legal description and an aerial photograph of this area are attached hereto as Exhibit "C". Accordingly, consistent with this Agreement, OWNERS hereby grant unto CITY the Right to take action commensurate with the construction of the Angel Street Project.

C. Other Impacts to the Property: The Project may result in other impacts to the property, such as to its value, utility, use, appearance, etc. All possible impacts to the Property are not foreseeable or easily liquidated. Impacts to the Property could be positive or negative as the case may be. Nonetheless, the Parties desire to, and do hereby, resolve and account for all of the same through this Agreement.

3. **Consideration:** In exchange for the rights, easements, and permissions granted to CITY by OWNERS, as well as for resolution of and compensation for the impacts of the Project to the Property, CITY shall pay to OWNERS the sum total of Thirty Five Thousand Dollars and no Cents (\$35,000.00) (the "Payment"). Payment shall be made to OWNERS within thirty (30) days of approval of this Agreement by the Kaysville City Council.
4. **Ground Water Drains:** It is understood that one, possibly two, ground water drains exist in the subsurface of the Property and which daylight and drain ground water into the creek. Prior to any back filling the creek, the CITY shall cause any such currently existing ground water drains to be connected to a French drain or other drain mechanism to be installed by or through the CITY at CITY's sole cost and expense.
5. **OWNERS' Driveway:** With the installation of the curb and gutter, the CITY determines that as part of the Project, the existing culvert, asphalt, and related improvements thereto be removed and replaced with a drive approach to accommodate access to the Property. These improvements will be at CITY'S sole expense and only on CITY property or within appropriate rights of way and not upon OWNER'S Property.
6. **Warranties:** Any future settling or other problems on the Property caused directly by construction of the Project shall be addressed and repaired by the CITY. As noted above, there is or may be an underground spring or underground water on the Property that may disrupt the surface area of the Easement and to the extent that the Project directly causes any surface water problems, the CITY will be responsible for addressing such problems, if any.

7. **Time Frame:** The CITY expects, and shall make all best and reasonable efforts, to have the Project completed on or before the end of 2019, but shall have one year in which to entirely complete the Project in order to accommodate any unintended delays. If delayed, CITY shall not leave or create any condition which prohibits the OWNERS from being able to freely access the PROPERTY, unless it is temporary and part of the immediate and concurrent performance of the Project.

8. **Attorney's Fees:** If either party should breach this Agreement, said party shall pay all expenses of enforcing the Agreement, or any right arising out of the breach thereof, including reasonable attorney's fees.

9. **Entire Agreement:** The terms of this Agreement constitute the entire agreement between the parties, and any modifications must be in writing and signed by both parties. This Agreement does not merge with the Easement, Payment, or closing of this transaction. This Agreement is subject to approval of the CITY's Council. The Parties will cooperate with each other to effect the performance of this Agreement, including any correction of property descriptions and forms required of governmental entities in order to properly secure the rights of this Agreement.

10. **Successors and Assigns:** OWNERS warrant that they are the sole and exclusive owners of the Property and possess sole and exclusive authority to enter into this Agreement and grant the rights, permissions and Easement herein. This Agreement is binding upon all heirs, subsequent purchasers, successors, family members and any other current and subsequent holders or owners of interest in the Property and shall run with the Property. Owner shall provide the necessary disclosure of this Agreement and Easement to said parties. The rights and permissions granted herein shall extend to the CITY'S agents, including contractors.

DATED this _____ day of _____, 20____.

OWNERS

KERRY BOYACK

Date

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 20 __, personally appeared before me KERRY BOYACK who being by me duly sworn did say that they are the legal property owner of record of the property subject to this Easement and Property Impact Agreement.

NOTARY PUBLIC

MARYANN BOYACK

Date

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 20 __, personally appeared before me MARYANN BOYACK who being by me duly sworn did say that they are the legal property owner of record of the property subject to this Easement and Property Impact Agreement.

NOTARY PUBLIC

KAYSVILLE CITY CORPORATION

Shayne Scott, City Manager

ATTEST:

Maria Devereux, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 20____, personally appeared before me
Shayne Scott, who being duly sworn, did say that he is the City Manager of KAYSVILLE CITY,
a municipal corporation of the State of Utah, and that the foregoing Improvements Installation
Agreement was signed in his capacity as land use authority.

Notary Public

Abstract	
Serial Number:	08-011-0009
Tax District:	34
Exempt:	No
Tax Name & Address for Tax Year ADDYR:	BOYACK, KERRY L & MARYANN... 723 SOUTH ANGEL STREET KAYSVILLE, UT 8403700000
Situs Address:	723 S ANGEL ST KAYSVILLE 84037
Parcel Dates:	01/01/1981 to
Acres:	2

Exhibit A to Agreement

Dedication Plat	
Plat:	null

Parent / Child

Legal Description
BEG S 0°24' W 1320 FT ALG 1/4 SEC LINE TO CENTER OF A EXIST CREEK & S 56° W 228.13 FT & S 46°30' W 442.36 FT ALG SD CR & S 28°40' E 734.27 FT & S 61°20' W 478.60 FT FR N 1/4 COR SEC 4-T3N-R1W, SLM; TH S 61°20' W 589.08 FT TO E'LY LINE OF A RD; TH S 38°17' E 150 FT ALG SD RD; TH N 61°20' E 589.08 FT; TH N 38°17' W 150 FT PARALLEL TO SD RD TO POB. CONT. 2.00 ACRES.

[illegible]

KAYSVILLE CITY
TEMPORARY CONSTRUCTION EASEMENT

For the sum of Thirty-Five Thousand Dollars (\$35,000.00) and sufficiency of which is hereby acknowledged, the undersigned GRANTOR (Kerry and MaryAnn Boyack) hereby grants, conveys, sells, and sets over unto Kaysville City Corporation, a body politic of the State of Utah, hereinafter referred to as GRANTEE, and its invitees, successors and assigns, agents and contractors a Temporary Construction Easement over and through a portion of the GRANTOR'S land. The Temporary Construction Easement is located in Kaysville City, State of Utah, and is fully described as follows:

That portion of parcel 08-011-0009 adjacent to Angel Street and within 50 feet of the entire westerly property line of said parcel located at 723 South Angel Street, Kaysville, Utah 84037

GRANTEE shall have the right, through this easement, to enjoy pedestrian and vehicular ingress and egress through existing driveway and approach and from neighboring properties, and to occupy and otherwise use the area of the easement for the purpose of improving Angel Street, including, but not limited to, widening the street, installing curb, gutter and sidewalk, filing in and otherwise taking any action necessary with and to the water-way or creek which runs between Angel Street and the GRANTOR'S Property, and installation of any other improvements incident to the project and that certain Condemnation Agreement entered into by and between GRANTOR and GRANTEE. It is understood and agreed, that this Temporary Construction Easement shall terminate within one year after the completion of the Project as defined in that certain Condemnation Agreement dated _____. GRANTEE, at GRANTEE'S sole cost, shall restore any damaged property within the easement to its pre-construction condition as is reasonably possible, except for any portion of the property which shall be permanently affected by the Project as governed by that certain Condemnation Agreement entered into by and between GRANTOR and GRANTEE.

GRANTOR warrants that it and no one else holds title to the above described property and that it has exclusive authority to grant said easement.

GRANTOR shall not build or construct or permit to be built or constructed, any building or other improvement over or across said Temporary Easement nor change the contour thereof without the written consent of GRANTEE. This Temporary Construction Easement grant shall be binding upon and inure to the benefit of the successors and assigns of GRANTOR and the successors and assigns of GRANTEE.

GRANTEE shall enjoy a temporary easement to construct, reconstruct, repair, replace, operate, and maintain sanitary sewer, land drain, storm drain, and other public utility services.

NOTARY PUBLIC

GRANTOR:

By: _____

Title: _____

NOTARY

STATE OF _____)
COUNTY OF _____):ss

On this _____ day of _____, 20____, personally appeared before me _____
_____, the signer(s) of the foregoing _____ who
duly acknowledged to me that he/she/they executed the same.

NOTARY PUBLIC

KAYSVILLE CITY ACCEPTANCE:

ATTEST:

Shayne Scott, City Manager

Maria Devereux, City Recorder

Exhibit C to Agreement

Located in the Southwest Quarter of Section 4, Township 3 North, Range 1 West, Salt Lake Base and Meridian. Beginning at a point being S. 38°15'14" E. 154.95 feet along the easterly right of way line of Angel Street from the southerly corner of Lot 204, Tyler Estates Phase 2, Kaysville City, thence as follows:

S. 38°15'14" E. 150.00 feet along the easterly right of way line of Angel Street to the grantors southerly boundary line; thence
N. 61°21'46" E. 20.00 feet; thence
N. 35°11'09" W. 71.63 feet; thence
N. 60°14'20" W. 32.66 feet; thence
N. 83°13'32" W. 14.54 feet; thence
N. 40°50'53" W. 13.35 feet; thence
N. 40°08'36" E. 10.87 feet; thence
N. 16°39'45" W. 24.02 feet to the grantors northerly boundary line; thence
S. 61°21'46" W. 20.23 feet along said northerly boundary line to the point of beginning.

Contains 2,510 square feet in area, more or less.

711 S ANGEL ST



23'-6"

723 S ANGEL ST

AREA OUT OF ROW: 2510 SQ.FT.

737 S ANGEL ST



SCALE IN FEET



STAFF REPORT



COUNCIL MEETING DATE: October 3, 2019

ITEM NO.: 5c

TYPE OF ITEM: Action

PRESENTED BY: Community Development Staff

**SUBJECT/AGENDA TITLE: Preliminary Plat for the Green Manor
Subdivision**

Executive Summary

The city council following the recommendation of the Planning Commission recently voted to approve a rezone and development agreement at the subject property to accommodate the proposed development.

The project presented at the time of rezone included 21 lots on the 3 acres of property in a common open space subdivision layout with open space parcels and private streets. The overall layout and number of lots has remained consistent with what was approved.

The lots range in size from 3,600 sq. ft. to 4,746 sq. ft. in size. The development's road pattern is a road that comes in at one point along 200 North Street across from the Mtn. Vistas Subdivision and creates a circle back to the same point of entry. This entry includes a 4 ft. wide center island to be landscaped. The HOA will maintain all common areas including the landscaping at the entry to the subdivision and along 200 North Street. All lots are for single family detached housing product. As platted the lots have a front yard of 15 ft. / 18 ft. to the garage, 5 foot side yards, and 15 foot rear yards. This is consistent with the approved development agreement and plans presented to the city council during the rezone process.

The plan includes a trail access, 7 guest parking stalls, perimeter fencing, and provides potential access to future development of property to the north. The property has sidewalk within the subdivision only around the interior block. The project has sufficient open space based on the number and size of lots in accordance with the PRUD chapter of the city's ordinances.

The proposed preliminary plan has been reviewed by multiple agencies including utility providers and public safety. There are a few utilities where different options are still being considered for final engineering design, but each reviewer believes that the general layout and number of lots can be served.

The development of the property is subject to the provisions of Chapter [17-14 R-2](#), and [17-34 PRUD](#)

Reasoning:

The subdivision is consistent with what has been approved with the proposed development agreement in place for the property and meets applicable standards and ordinances for a preliminary plat.

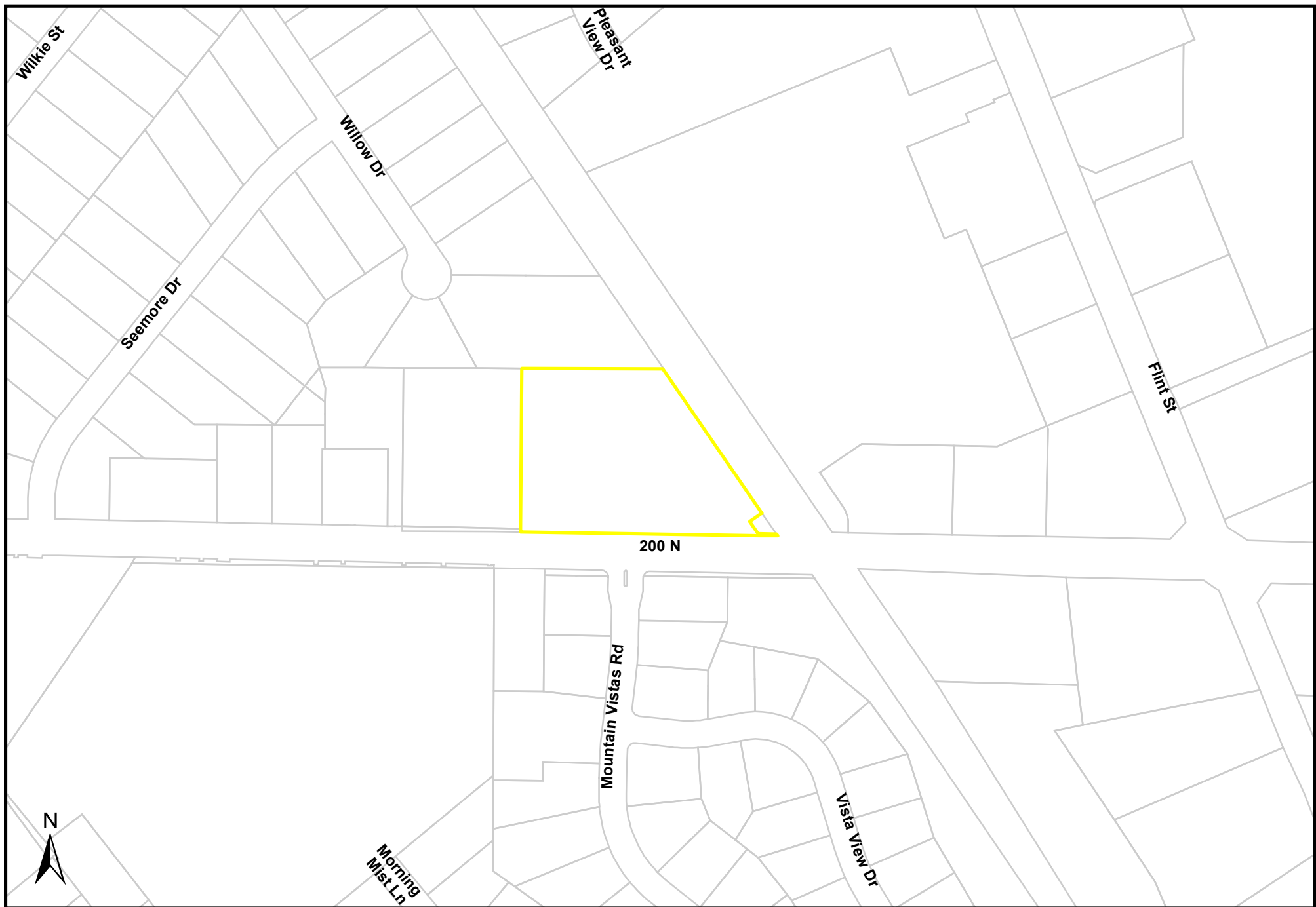
Council Options: Approve / Disapprove

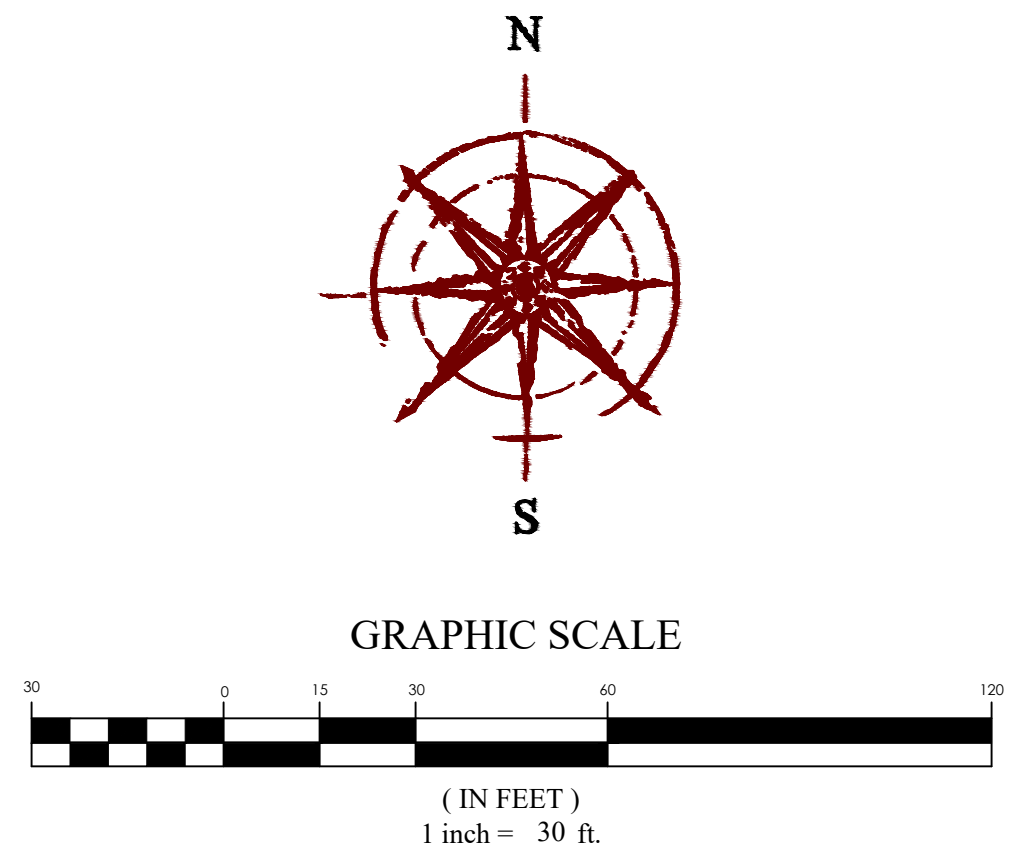
Recommended Options: The Planning Commission voted unanimously to recommend approval of the proposed preliminary plat for the Green Manor Subdivision as proposed finding that the subdivision is consistent with the zoning and approved development agreement. The property meets applicable standards and ordinances for a preliminary plat.

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

Attachments: Area Map, Concept Plat (considered at time of rezone), Preliminary Plat, Landscape Plan Subdivision Architecture (part of development agreement), Subdivision CCRs.

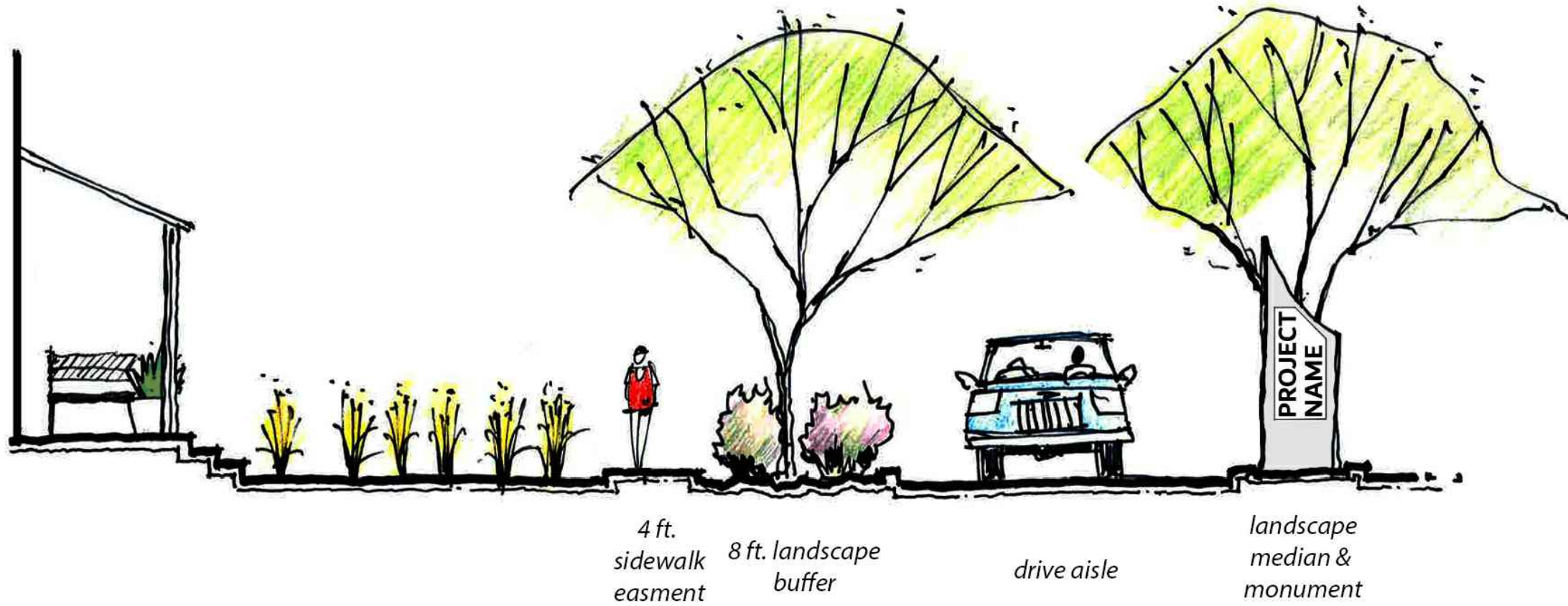
1576 West 200 North -Rezone from R-A to R-2 PRUD



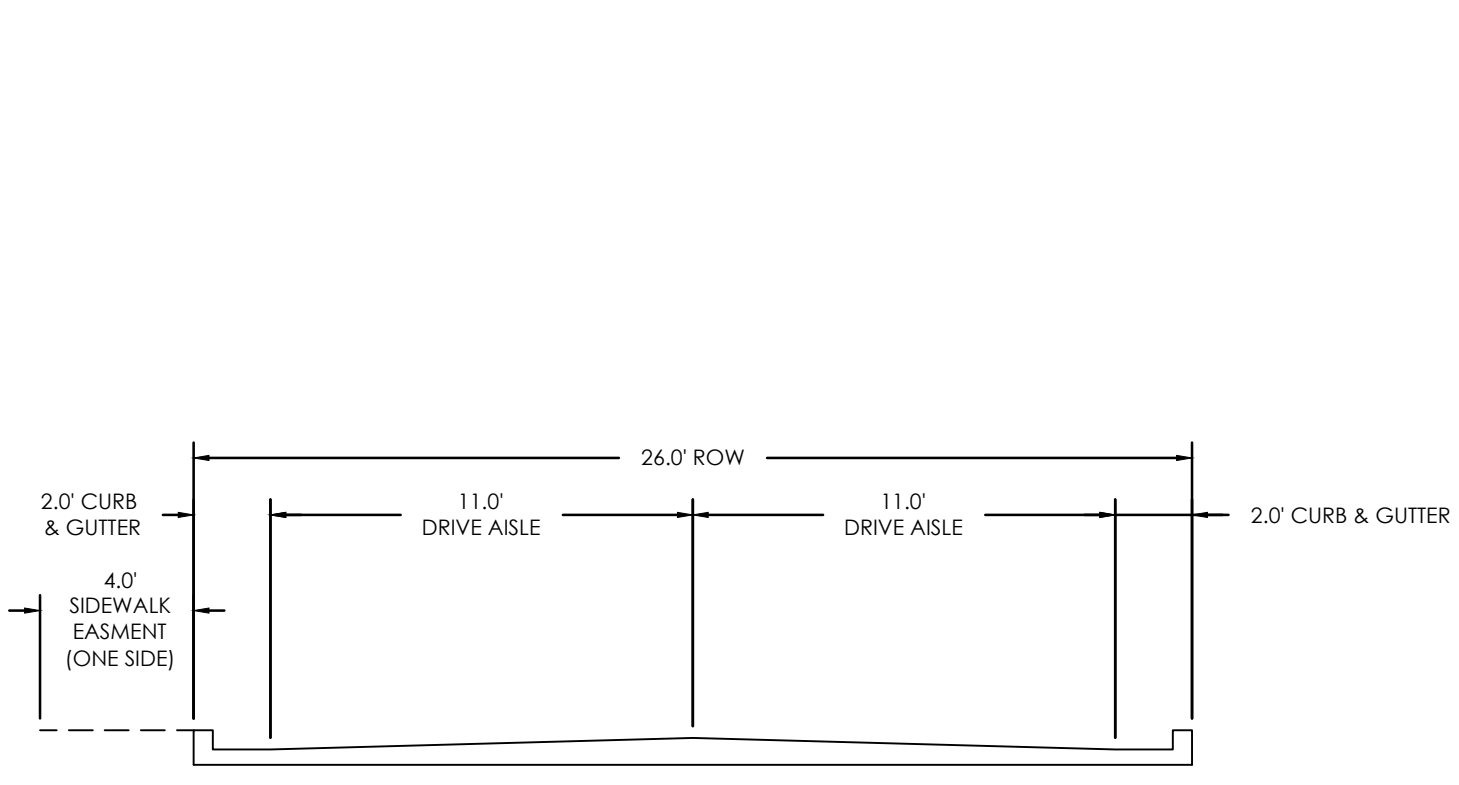


CONCEPT NARRATIVE RESIDENTIAL

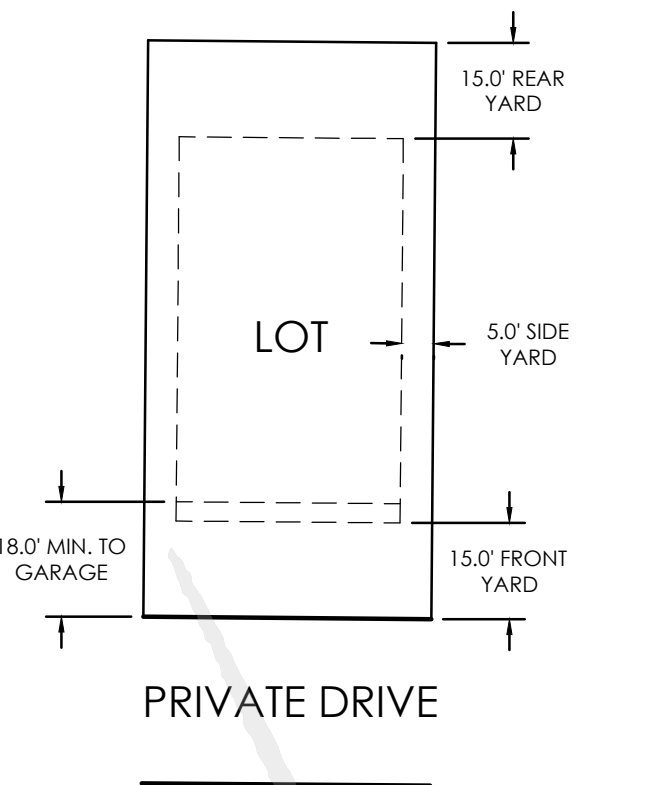
LOCATED IN:	KAYSVILLE, DAVIS COUNTY
ORIGINAL PROPERTY	3.0 ACRES
OPEN SPACE	0.51 ACRES
SINGLE FAMILY LOTS	21
TOTAL DENSITY	7.0 UNITS/ACRE
GUEST STALLS	7



CONCEPTUAL SECTION ELEVATION
N.T.S.



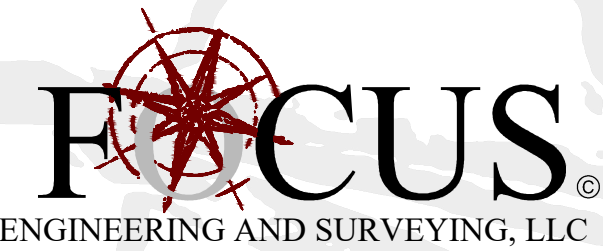
26' CONCEPTUAL CROSS SECTION - PRIVATE STREET
N.T.S.



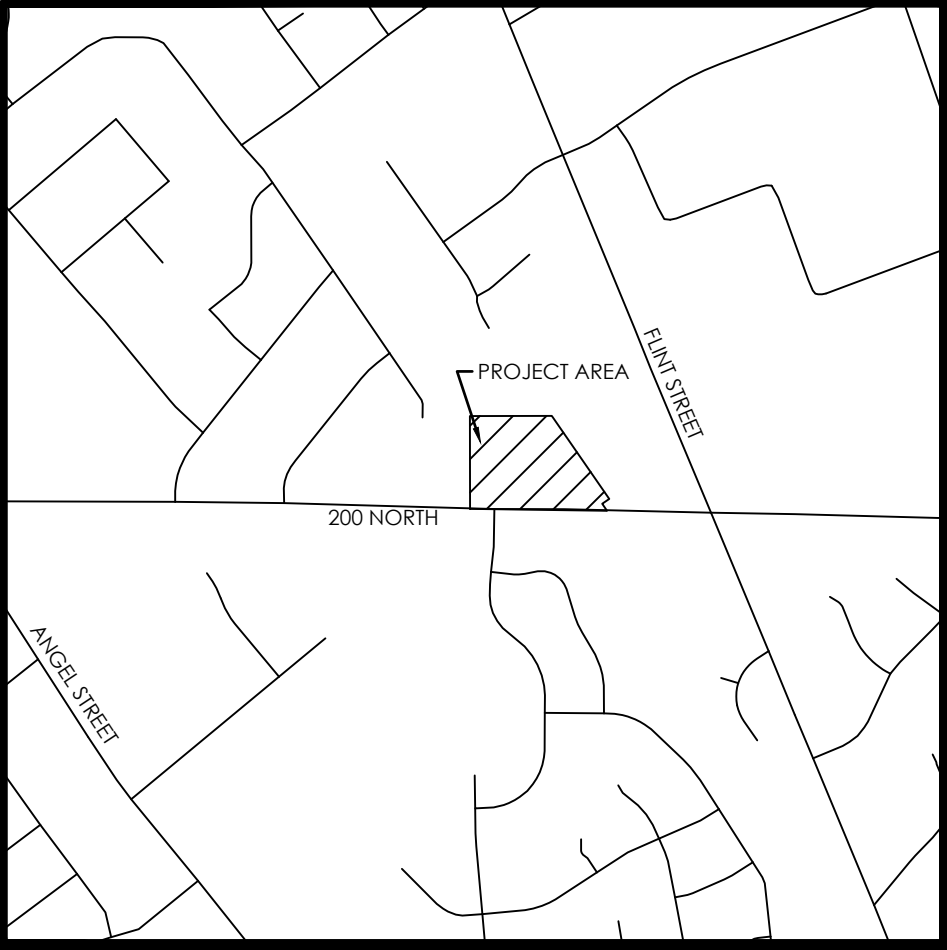
TYPICAL BUILDING SETBACKS
N.T.S.

KAYSVILLE 200 NORTH conceptual lot layout

KAYSVILLE, DAVIS COUNTY
06/27/2019
19-0182



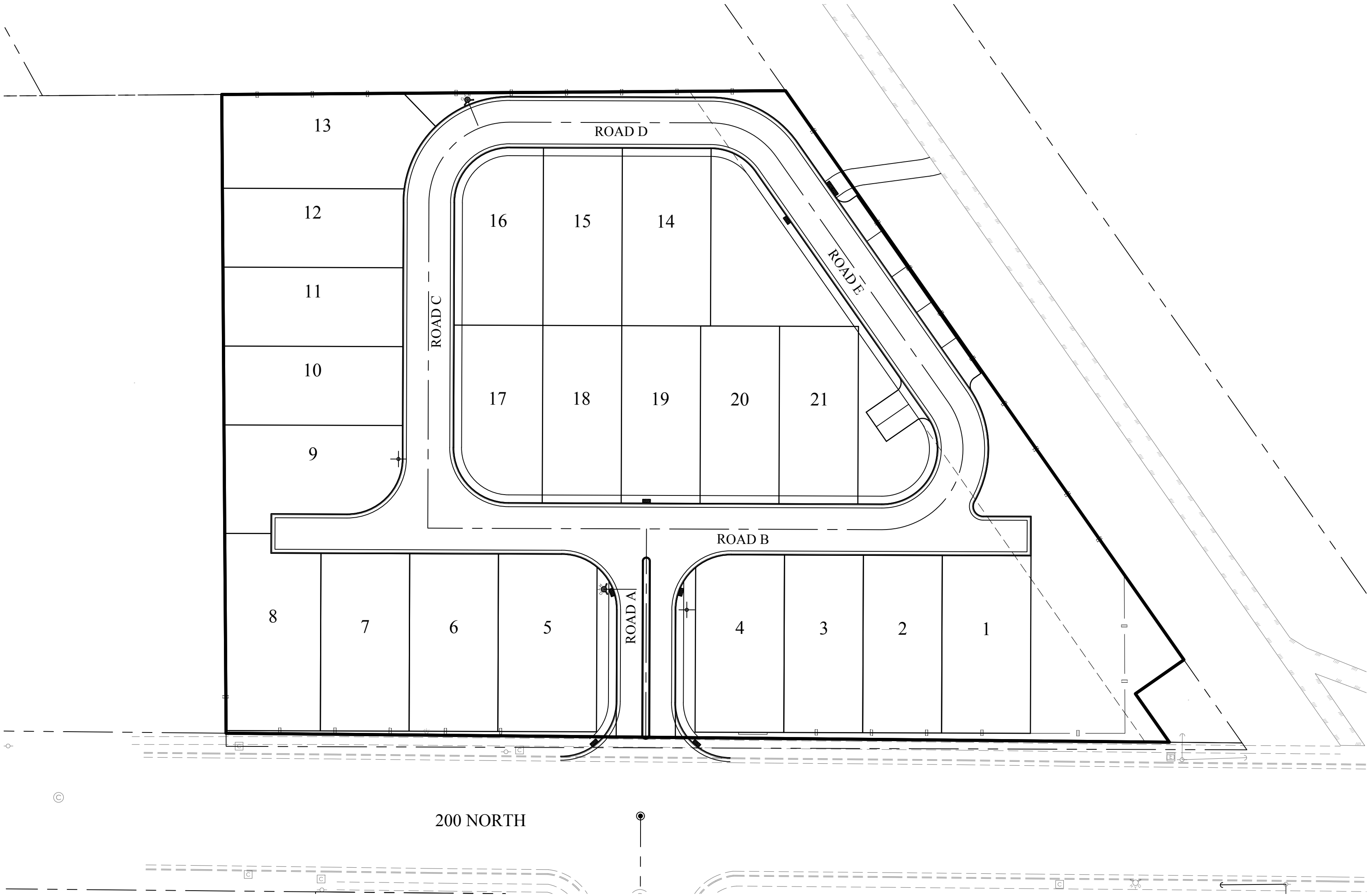




VICINITY MAP
NTS

GREEN MANOR A PRUD SUBDIVISION

PREPARED FOR:
PRIVET BARROW
LOCATED IN:
KAYSVILLE, UT



SITE MAP

Sheet List Table	
Sheet Number	Sheet Title
C1	COVER
C2	FINAL PLAT
C3	EXISTING CONDITIONS
C4	SITE PLAN
C5	GRADING PLAN
C6	STORM RUNOFF CALCULATIONS
L1	LANDSCAPE PLAN

GENERAL NOTES

- CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
- ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL CONSTRUCTION SHALL ADHERE TO KAYSVILLE STANDARD PLANS AND SPECIFICATIONS.
- ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.
- THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

NOTICE

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

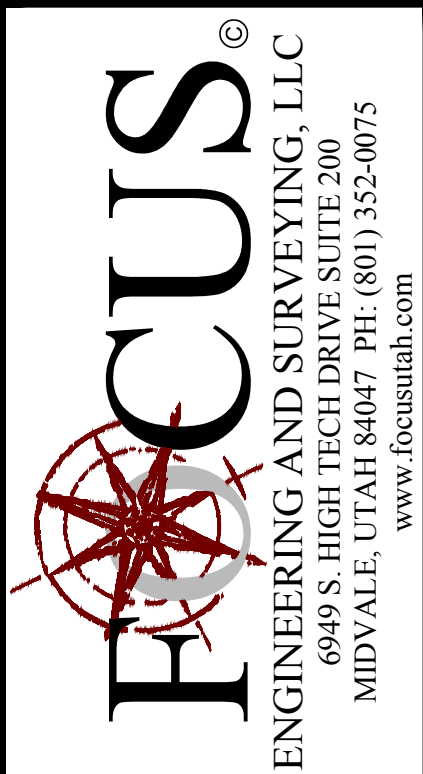
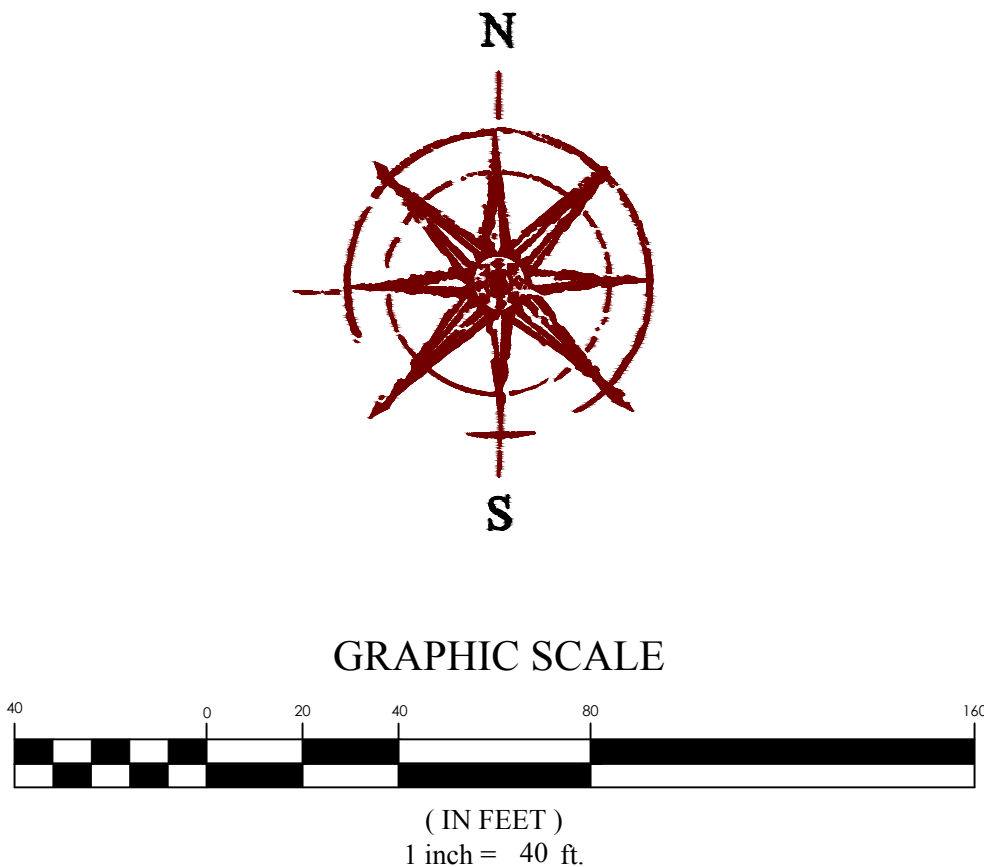
ENGINEER'S NOTES TO CONTRACTOR

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
- ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANTY THE ACCURACY OF SUCH LINEWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

CONTACTS

ENGINEER & SURVEYOR
FOCUS ENGINEERING & SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047
(801) 352-0075
PROJECT MANAGER: JACKSON WATERS
SURVEY MANAGER: SPENCER LLEWELYN

OWNER/DEVELOPER
PRIVET BARROW
1082 WEST DUTCH LANE
KAYSVILLE, UTAH 84037
(801) 668-1565
CONTACT: PHIL HOLLAND



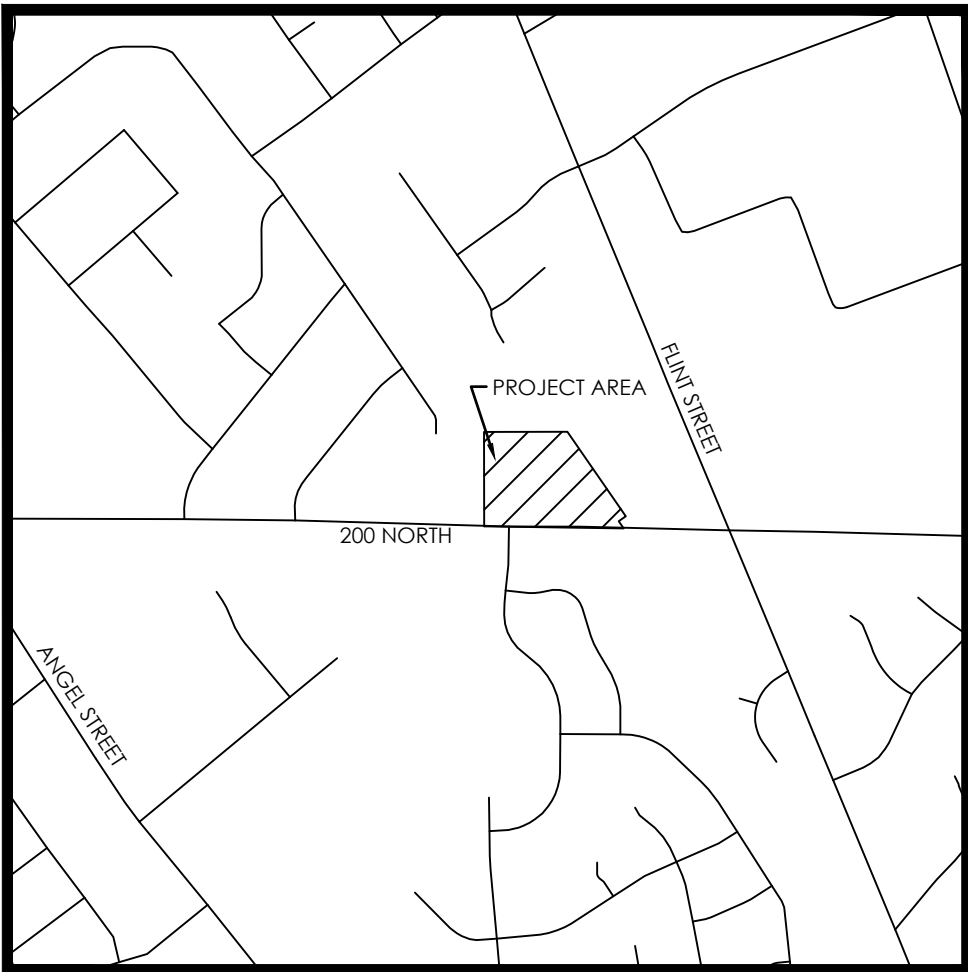
GREEN MANOR KAYSVILLE, UT COVER

REVISION BLOCK	
#	DESCRIPTION
1	
2	
3	
4	
5	
6	

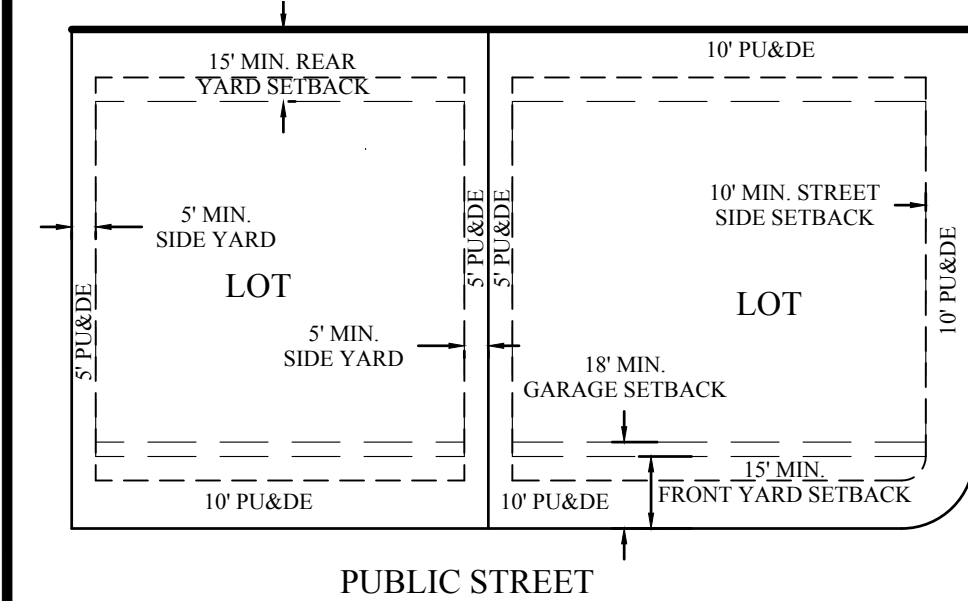
COVER

Scale: 1"=40'
Date: 9/6/19
Sheet: C1

Drawn: JRW
Job #: 19-0182



VICINITY MAP
N.T.S.



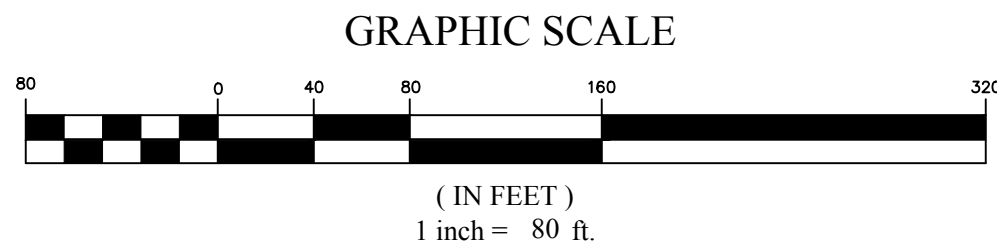
TYPICAL BUILDING SETBACKS
N.T.S.

Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION
C1	41.00	90°00'00"	64.40	S45°11'40"W
C2	41.00	54°48'50"	39.22	N62°23'55"W
C3	41.00	125°11'10"	89.58	N27°36'05"E
C4	28.00	49°59'41"	24.43	N24°48'10"W
C5	28.00	40°00'19"	19.55	N69°48'10"W
C6	28.00	90°00'00"	43.98	N45°11'40"E
C7	28.00	90°00'00"	43.98	S44°48'20"E
C8	54.00	7°26'53"	7.02	N03°55'07"E
C9	54.00	38°18'15"	36.10	N26°47'41"E
C10	28.00	49°59'41"	24.43	S25°11'31"W
C11	28.00	90°00'02"	43.98	S45°11'41"W
C12	28.00	54°22'51"	26.58	N62°10'56"W
C13	28.00	125°11'10"	61.18	N27°36'05"E
C14	54.00	44°14'51"	41.70	N68°04'15"E
C15	54.00	54°48'50"	51.66	S62°23'55"E
C16	54.00	64°37'37"	60.91	S02°40'41"E
C17	5.00	119°26'27"	10.42	S30°05'06"E
C18	28.00	40°00'19"	19.55	S70°11'31"W

Line Table		
LINE	DIRECTION	LENGTH
L1	S00°11'40"W	20.00
L2	N89°48'20"W	23.50
L3	S44°03'11"E	23.44
L4	S89°48'20"E	187.82

KAYSVILLE 200 N. SINGLE FAMILY

SUBDIVISION
LOCATED IN THE NSEW OF SECTION __, T_N/S, R_E/W,
SALT LAKE BASE & MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH

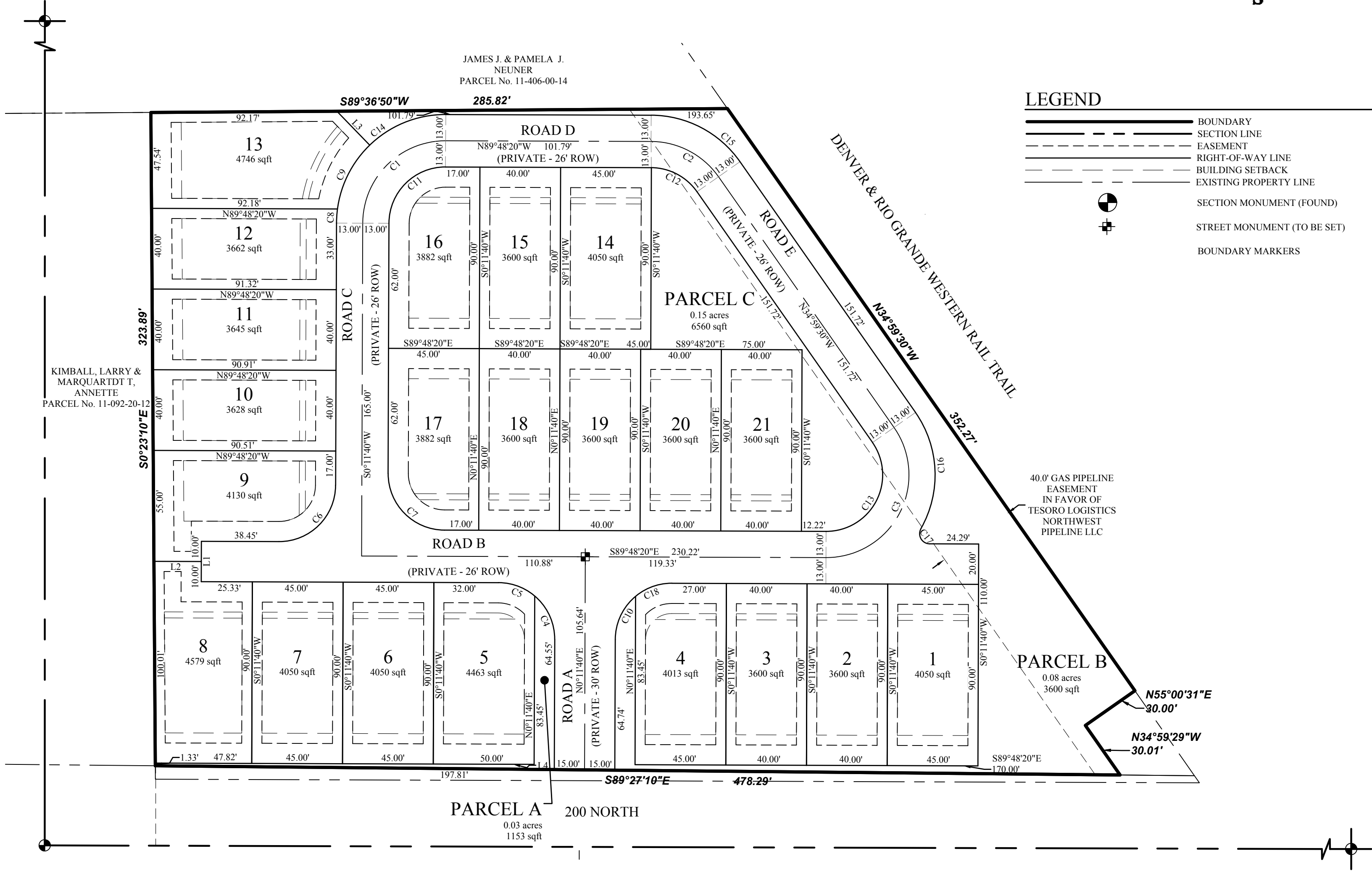


NOTES
1. #5 REBAR AND CAP TO BE SET AT ALL REAR LOT CORNERS, NAILS OR LEAD PLUGS TO BE SET IN CURB AT EXTENSION OF SIDE LOT LINES.



LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)
- BOUNDARY MARKERS



SURVEYORS CERTIFICATE

I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewellyn
Professional Land Surveyor
Certificate No. 10516507

Date

BOUNDARY DESCRIPTION

A portion of Lot 20, GREENLAND ESTATES SUBDIVISION NO. 3, according to the Official Plat thereof recorded April 30, 1998 as Entry No. 1401099 in Book 2284 of Plats at Page 478 of the Official Records of Davis County, located in the NW1/4 of Section 33, Township 4 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Northerly line of 200 North Street, said point also being on the Easterly line of that Real Property described in Deed Entry No. 2899417 of the Official Records of Davis County, located S89°50'13"E along the 1/4 Section line 54.72 feet and N00°09'47"E 39.63 feet from the West 1/4 Corner of Section 33, T4N, R1W, SLB&M; thence N00°23'07"W along said deed 323.89 feet to a point on the Southerly line of GREENLAND ESTATES SUBDIVISION NO. 2, according to the Official Plat thereof recorded July 29, 1997 as Entry No. 1337316 in Book 2156 of Plats at Page 100 of the Official Records of Davis County; thence N89°36'53"E along said plat 285.82 feet to the Westerly Right-of-Way line of the Denver & Rio Grande Western Railroad; thence S34°59'27"E along said right-of-way 352.27 feet to the Northerly line of that Real Property described in Deed Entry No. 2753308 of the Official Records of Davis County; thence S55°00'34"W along said deed 30.00 feet; thence S34°59'26"E along said deed 30.01 feet to the Northerly line of 200 North Street; thence N89°27'07"W along said street 478.29 feet to the point of beginning.

Contains: 2.98 acres+/-

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THIS PLAT, AND NAME SAID TRACT

KAYSVILLE 200 NORTH SINGLE FAMILY SUBDIVISION

AND DO HEREBY DEDICATE, GRANT AND CONVEY TO KAYSVILLE CITY, DAVIS COUNTY, UTAH, ALL EASEMENTS AS SHOWN ON THIS PLAT AS PUBLIC UTILITY EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY KAYSVILLE CITY.

SIGNED THIS ____ DAY OF _____, 20 ____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____ IN SAID STATE OF UTAH, _____ WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ L.L.C., A UTAH L.L.C. 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.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

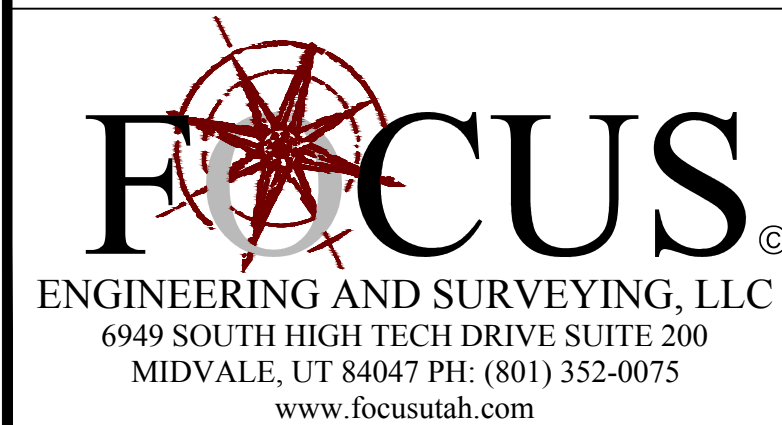
MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY _____

RECORDED # _____

State of Utah, County of Davis
Recorded at the request of _____

Date _____ Time _____ Book _____ Page _____

\$ _____
Fee _____ County Recorder



PLANNING COMMISSION

Approved as to form this ____ day of _____
20 ____ by the Kaysville City Planning Commission.

Chairman, Planning Commission

CITY ENGINEER

Approved as to form this ____ day of _____
A.D., 20 ____.

Kaysville City Engineer

CITY ATTORNEY

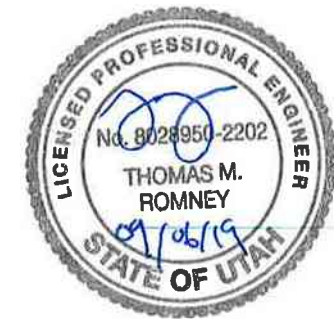
Approved as to form this ____ day of _____
A.D., 20 ____.

Kaysville City Attorney

CITY COUNCIL

Presented to the Kaysville City Council this ____ day of _____, 20 ____ at which time this subdivision was approved and accepted.

Mayor _____
Attest: _____
City Recorder



GREEN MANOR

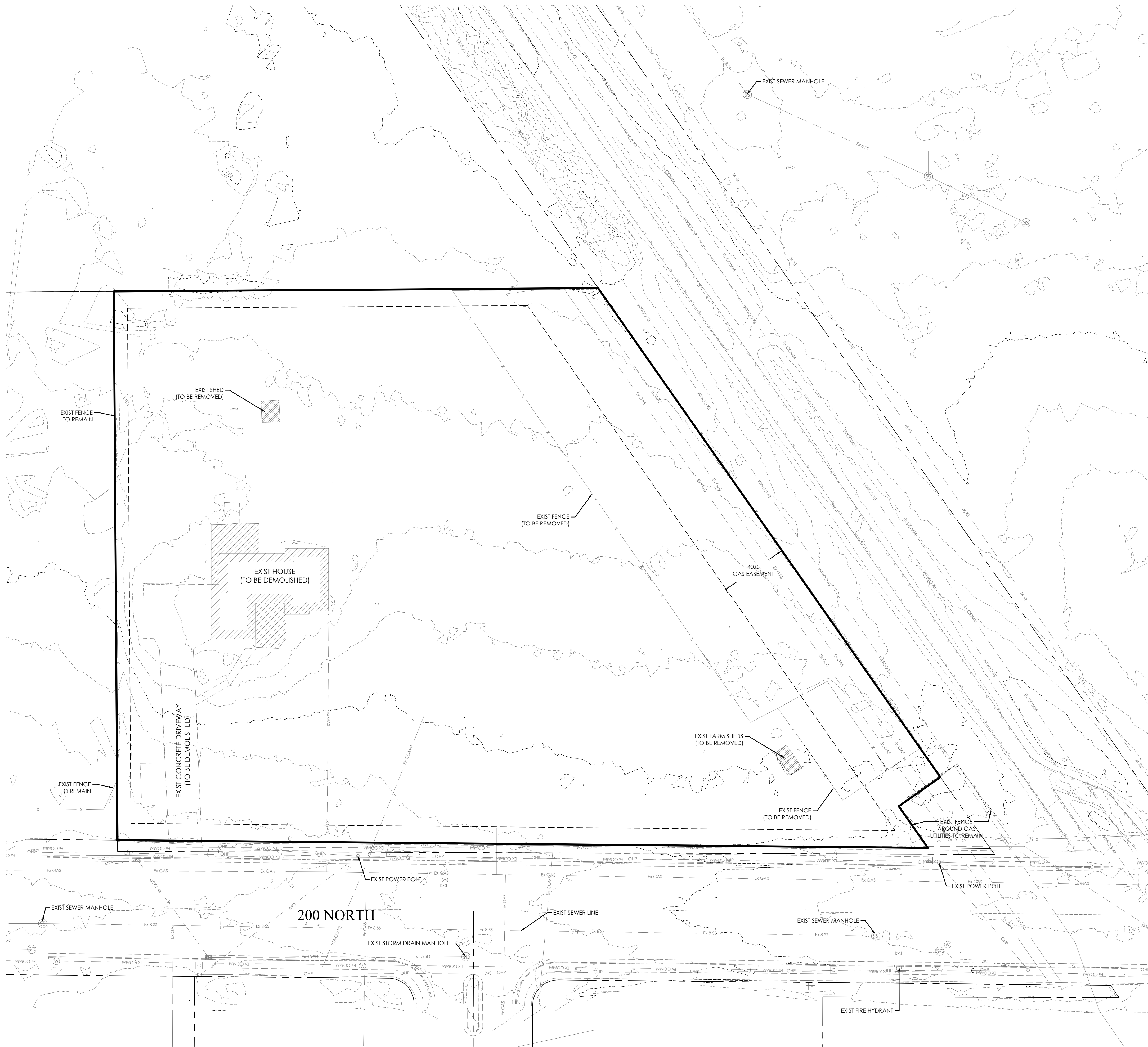
KAYSVILLE, UT

EXISTING CONDITIONS

REVISION BLOCK	
#	DESCRIPTION
1	
2	
3	
4	
5	
6	

EXISTING CONDITIONS	
Scale: 1"=30'	Drawn: JRW
Date: 9/6/19	Job #: 19-0182
Sheet:	C3

Z:_2019\19-0182 Kaysville 200 North\design 19-0182.dwg Sheets\prelim\C3 Existing Conditions.dwg



LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
15 SD	15" STORM DRAIN
8 SS	8" SANITARY SEWER
8 W	8" CULINARY WATER
8 SW	8" SECONDARY WATER
XXXX	CONTOUR MAJOR
XXXX	CONTOUR MINOR
---	EXIST. STORM DRAIN
---	EXIST. SANITARY SEWER
---	EXIST. CULINARY WATER
X	EXIST. FENCE
XXXX	EXIST. CONTOUR MAJOR
XXXX	EXIST. CONTOUR MINOR
---	SIGN
---	STREET LIGHT
---	SD MH, INLET, AND COMBO
---	SEWER MANHOLE
---	VALVE, TEE & BEND
---	WATER BLOW-OFF
---	FIRE HYDRANT
---	STREET MONUMENT (TO BE SET)
---	EXIST. STREET MONUMENT
---	EXIST. SD INLET & MH
---	EXIST. SEWER MH
---	EXIST. VALVE, TEE, & BEND
---	EXIST. FIRE HYDRANT
o XXXXX	SPOT ELEVATION



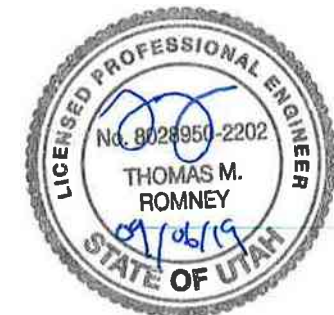
GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



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



GREEN MANOR

KAYSVILLE, UT

SITE PLAN

REVISION BLOCK	
#	DESCRIPTION
1	
2	
3	
4	
5	
6	

SITE PLAN

Scale: 1"=30'
Date: 9/6/19
Job #: 19-0182
Sheet: C4

C4

Z:_2019\19-0182 Kaysville 200 North\design 19-0182.dwg Streets\prelim\C4 Site Plan.dwg

LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
15 SD	15" STORM DRAIN
8 SS	8" SANITARY SEWER
8 W	8" CULINARY WATER
8 SW	8" SECONDARY WATER
XXXX	CONTOUR MAJOR
XXXX	CONTOUR MINOR
Ex SD	EXIST. STORM DRAIN
Ex SS	EXIST. SANITARY SEWER
Ex W	EXIST. CULINARY WATER
Ex SW	EXIST. SECONDARY WATER
X	EXIST. FENCE
(XXXX)	EXIST. CONTOUR MAJOR
(XXXX)	EXIST. CONTOUR MINOR
SIGN	SIGN
STREET LIGHT	STREET LIGHT
SD MH, INLET, AND COMBO	SD MH, INLET, AND COMBO
SEWER MANHOLE	SEWER MANHOLE
VALVE, TEE & BEND	VALVE, TEE & BEND
WATER BLOW-OFF	WATER BLOW-OFF
FIRE HYDRANT	FIRE HYDRANT
STREET MONUMENT (TO BE SET)	STREET MONUMENT (TO BE SET)
EXIST. STREET MONUMENT	EXIST. STREET MONUMENT
EXIST. SD INLET & MH	EXIST. SD INLET & MH
EXIST. SEWER MH	EXIST. SEWER MH
EXIST. VALVE, TEE, & BEND	EXIST. VALVE, TEE, & BEND
EXIST. FIRE HYDRANT	EXIST. FIRE HYDRANT
SPOT ELEVATION	SPOT ELEVATION

NOTES:

- CURRENT SEWER LAYOUT IS PRELIMINARY DESIGN AND IS SERVICED AS FOLLOWS:
LOTS 1-4 & 20-21 FLOW TO EXISTING SEWER IN 200 NORTH. LOTS 5-19 FLOW TO EXISTING SEWER TO THE NORTHEAST.
- COORDINATION WITH DAVIS SEWER DISTRICT IS REQUIRED TO DETERMINE FINAL FLOW ROUTES.



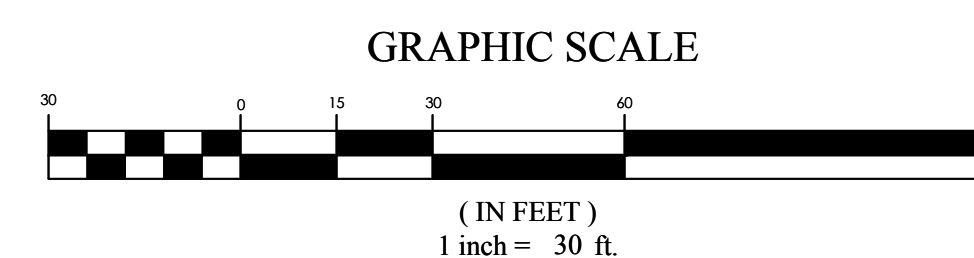
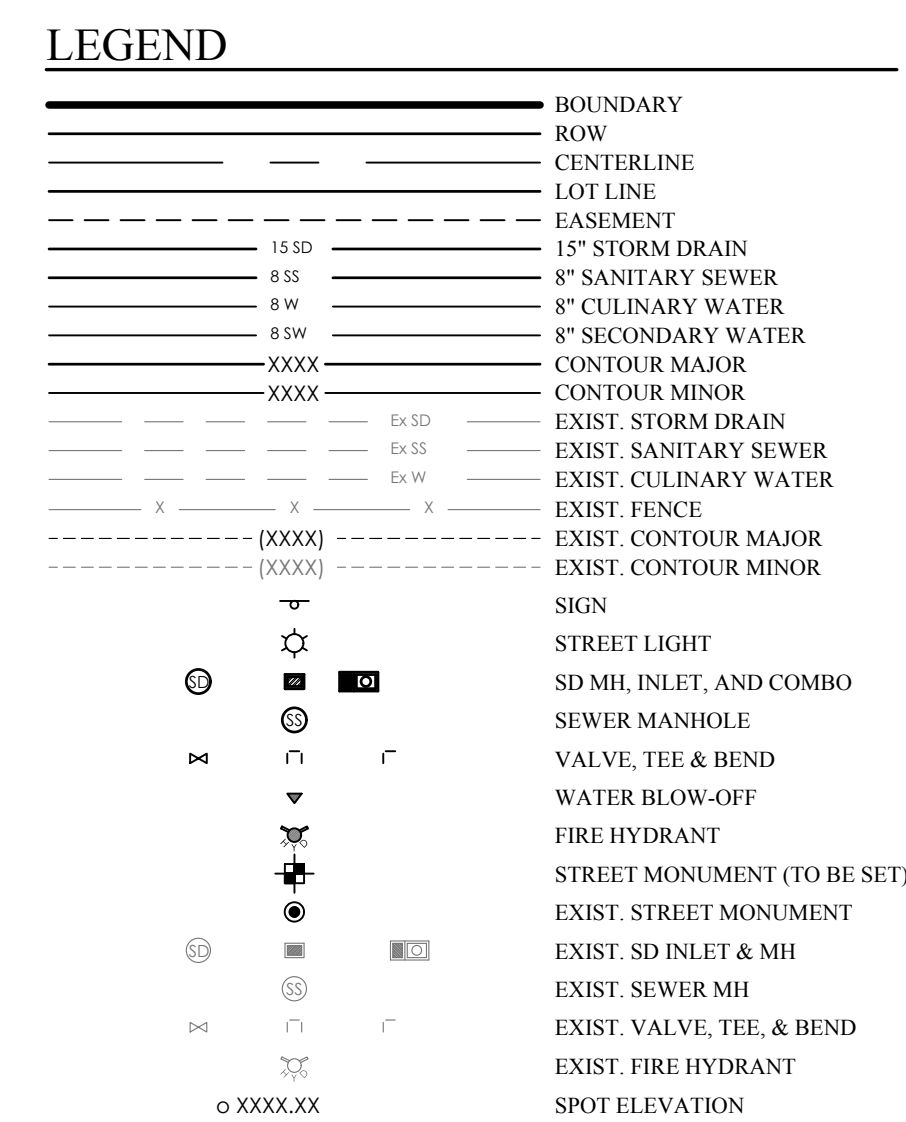
GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



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



GREEN MANOR
KAYSVILLE, UT
GRADING PLAN

REVISION BLOCK		
#	DATE	DESCRIPTION
1	10/10/00	10/10/00
2	10/10/00	10/10/00
3	10/10/00	10/10/00
4	10/10/00	10/10/00
5	10/10/00	10/10/00
6	10/10/00	10/10/00

GRADING PLAN

Scale: 1"=30'	Drawn: JRW
Date: 9/6/19	Job #: 19-0182
Sheet:	

C5

Storm Drain Discharge (Pre Development)

Project: 200 North
Location: KAYSVILLE, Utah
Date: 8/26/2019
Designer: Jackson Waters



10-Year Runoff

Design Criteria

Intensity Table: Per NOAA Atlas 14
Return Period: 10 year
Allowable Discharge: 0.20 cfs/acre

Allowable Discharges

Storm Drain Discharge: 0.60 cfs
Other Discharge: 0.00 cfs
Total Discharge: 0.595 cfs

Source:

Weighted "C" Value

Surface Type	Area [sf]	"C" Value	C*A
Building	3,948	0.90	3,553
Drives	4,211	0.80	3,369
Roadway and Sidewalk	0	0.85	0
Landscape	121,522	0.15	18,228
Totals	129,681		25,150
Weighted "C" Value		0.19	

Drainage Calculations

Duration	Intensity	Runoff C	Area	Rainfall	accumulated Flow	Allowable Discharge	Discharge	Required Storage
min	in/hr		Ac	cfs	cf	cfs	cf	cf
15.0	2.28	0.19	2.98	1.32	1,185	0.60	536	649
30.0	1.53	0.19	2.98	0.88	1,590	0.60	1,072	518
60.0	0.95	0.19	2.98	0.55	1,970	0.60	2,143	-173
120.0	0.58	0.19	2.98	0.33	2,394	0.60	4,287	-1,893
180.0	0.41	0.19	2.98	0.24	2,550	0.60	6,430	-3,880
360.0	0.25	0.19	2.98	0.14	3,068	0.60	12,861	-9,793
720.0	0.15	0.19	2.98	0.09	3,791	0.60	25,722	-21,931
1440.0	0.09	0.19	2.98	0.05	4,639	0.60	51,444	-46,804

Q=CiA C i A (acres)

Q of Development= 0.19 1.53 2.98

Q Total= 0.87 cfs

Storm Drain Discharge (Pre Development)

Project: 200 North
Location: KAYSVILLE, Utah
Date: 8/26/2019
Designer: Jackson Waters



100-Year Runoff

Design Criteria

Intensity Table: Per NOAA Atlas 14
Return Period: 100 year
Allowable Discharge: 0.20 cfs/acre

Allowable Discharges

Storm Drain Discharge: 0.60 cfs
Other Discharge: 0.00 cfs
Total Discharge: 0.595 cfs

Source:

Weighted "C" Value

Surface Type	Area [sf]	"C" Value	C*A
Building	3,948	0.90	3,553
Drives	4,211	0.80	3,369
Roadway and Sidewalk	0	0.85	0
Landscape	121,522	0.15	18,228
Totals	129,681		25,150
Weighted "C" Value		0.19	

Drainage Calculations

Duration	Intensity	Runoff C	Area	Rainfall	accumulated Flow	Allowable Discharge	Discharge	Required Storage
min	in/hr		Ac	cfs	cf	cfs	cf	cf
15.0	4.50	0.19	2.98	2.60	2,338	0.60	536	1,802
30.0	3.03	0.19	2.98	1.75	3,149	0.60	1,072	2,077
60.0	1.87	0.19	2.98	1.08	3,887	0.60	2,143	1,743
120.0	1.08	0.19	2.98	0.62	4,490	0.60	4,287	203
180.0	0.74	0.19	2.98	0.43	4,614	0.60	6,430	-1,816
360.0	0.40	0.19	2.98	0.23	4,926	0.60	12,861	-7,935
720.0	0.23	0.19	2.98	0.13	5,812	0.60	25,722	-19,910
1440.0	0.13	0.19	2.98	0.08	6,585	0.60	51,444	-44,859

Q=CiA C i A (acres)

Q of Development= 0.19 1.87 2.98

Q Total= 1.06 cfs

Storm Drain Discharge (Post Development)

Project: 200 North
Location: KAYSVILLE, Utah
Date: 8/26/2019
Designer: Jackson Waters



10-Year Runoff

Design Criteria

Intensity Table: Per NOAA Atlas 14
Return Period: 10 year
Allowable Discharge: 0.20 cfs/acre

Allowable Discharges

Storm Drain Discharge: 0.60 cfs
Other Discharge: 0.00 cfs
Total Discharge: 0.595 cfs

Source:

Weighted "C" Value

Surface Type	Area [sf]	"C" Value	C*A
Building	27,930	0.90	25,137
Drives	8,400	0.80	6,720
Roadway and Sidewalk	29,322	0.85	24,924
Landscape	64,029	0.15	9,604
Totals	129,681		66,385
Weighted "C" Value		0.51	

Drainage Calculations

Duration	Intensity	Runoff C	Area	Rainfall	accumulated Flow	Allowable Discharge	Discharge	Required Storage
min	in/hr		Ac	cfs	cf	cfs	cf	cf
15.0	2.28	0.51	2.98	3.47	3,127	0.60	536	2,591
30.0	1.53	0.51	2.98	2.33	4,197	0.60	1,072	3,125
60.0	0.95	0.51	2.98	1.44	5,201	0.60	2,143	3,058
120.0	0.58	0.51	2.98	0.88	6,320	0.60	4,287	2,033
180.0	0.41	0.51	2.98	0.62	6,732	0.60	6,430	301
360.0	0.25	0.51	2.98	0.37	8,098	0.60	12,861	-4,763
720.0	0.15	0.51	2.98	0.23	10,007	0.60	25,722	-15,715
1440.0	0.09	0.51	2.98	0.14	12,246	0.60	51,444	-39,198

Q=CiA C i A (acres)

Q of Development= 0.51 1.53 2.98

Q Total= 2.33 cfs

Storm Drain Discharge (Post Development)

Project: 200 North
Location: KAYSVILLE, Utah
Date: 8/26/2019
Designer: Jackson Waters



100-Year Runoff

Design Criteria

Intensity Table: Per NOAA Atlas 14
Return Period: 100 year
Allowable Discharge: 0.20 cfs/acre

Allowable Discharges

Storm Drain Discharge: 0.60 cfs
Other Discharge: 0.00 cfs
Total Discharge: 0.595 cfs

Source:

Weighted "C" Value

Surface Type	Area [sf]	"C" Value	C*A
Building	27,930	0.90	25,137
Drives	8,400	0.80	6,720
Roadway and Sidewalk	29,322	0.85	24,924
Landscape	64,029	0.15	9,604
Totals	129,681		66,385
Weighted "C" Value		0.51	

Drainage Calculations

Duration	Intensity	Runoff C	Area	Rainfall	accumulated Flow	Allowable Discharge	Discharge	Required Storage
min	in/hr		Ac	cfs	cf	cfs	cf	cf
15.0	4.50	0.51	2.98	6.86	6,172	0.60	536	5,636
30.0	3.03	0.51	2.98	4.62	8,312	0.60	1,072	7,240
60.0	1.87	0.51	2.98	2.85	10,260	0.60	2,143	8,116
120.0	1.08	0.51	2.98	1.65	11,851	0.60	4,287	7,564
180.0	0.74	0.51	2.98	1.13	12,180	0.60	6,430	5,749
360.0	0.40	0.51	2.98	0.60	13,003	0.60	12,861	142
720.0	0.23	0.51	2.98	0.36	15,340	0.60	25,722	-10,382
1440.0	0.13	0.51	2.98	0.20	17,381	0.60	51,444	-34,063

Q=CiA C i A (acres)

Q of Development= 0.51 1.87 2.98

Q Total= 2.84 cfs



GREEN MANOR
KAYSVILLE, UT
STORM RUNOFF CALCULATIONS

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

STORM RUNOFF
CALCULATIONS

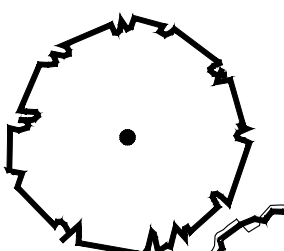
Scale: 1"=XX'
Date: 9/6/19
Sheet:

Drawn: JRW

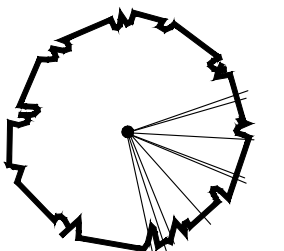
Job #: 19-0182

C6

TREE LEGEND



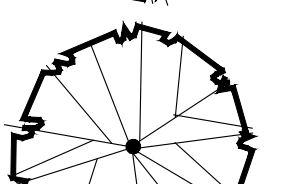
Acer truncatum x platanoides 'Warrenred'
Pacific Sunset Maple 2" cal. (3 total)



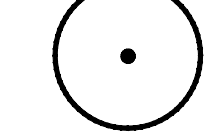
Tilia cordata 'Greenspire'
Greenspire Linden 2" cal. (3 total)



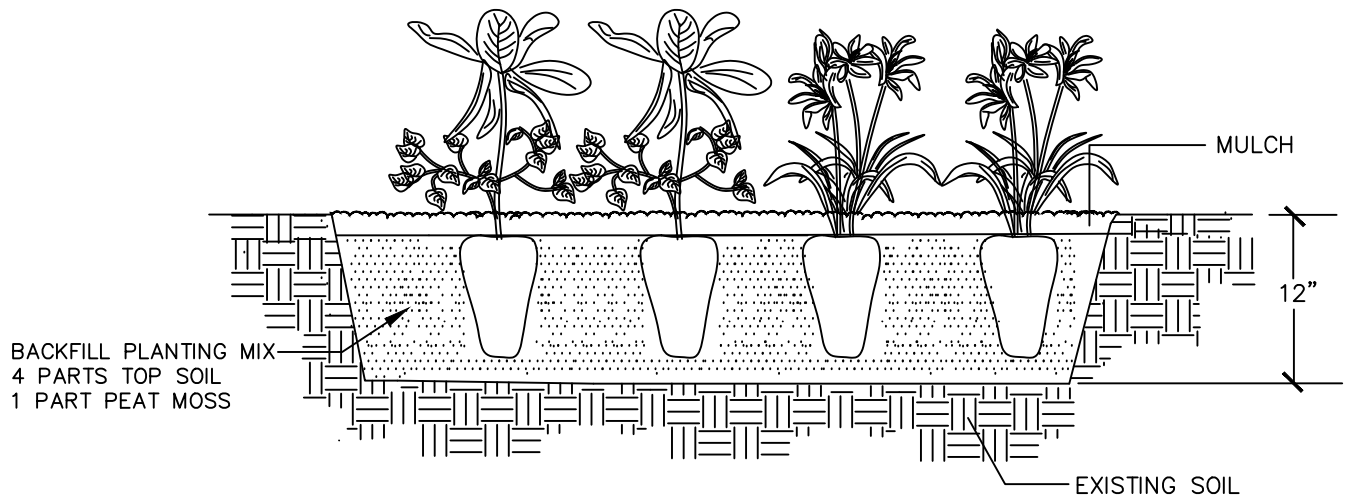
Gleditsia triacanthos i. 'Imperial'
Imperial Honeylocust 2" cal. (3 total)



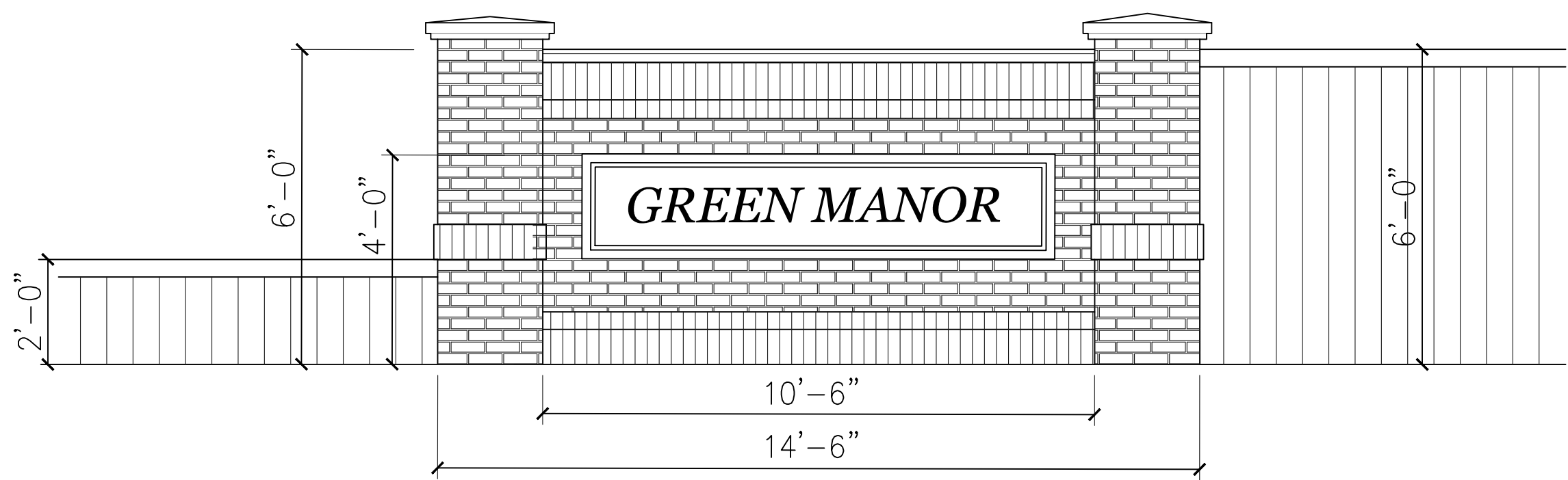
Zelkova serrata 'Green Vase'
Green Vase Zelkova 2" cal. (3 total)



Malus 'Royal Raindrops'
Royal Raindrops Crab 2" cal. (6 total)



A PERENNIAL PLANTING
NOT TO SCALE



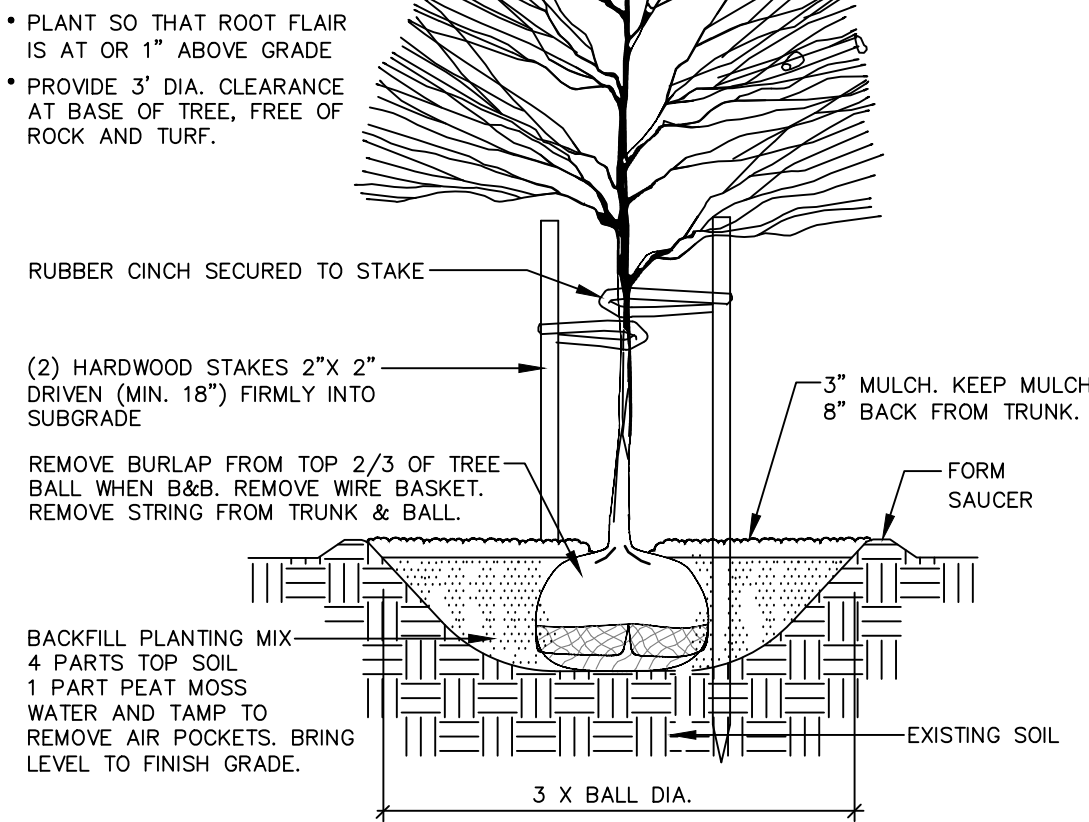
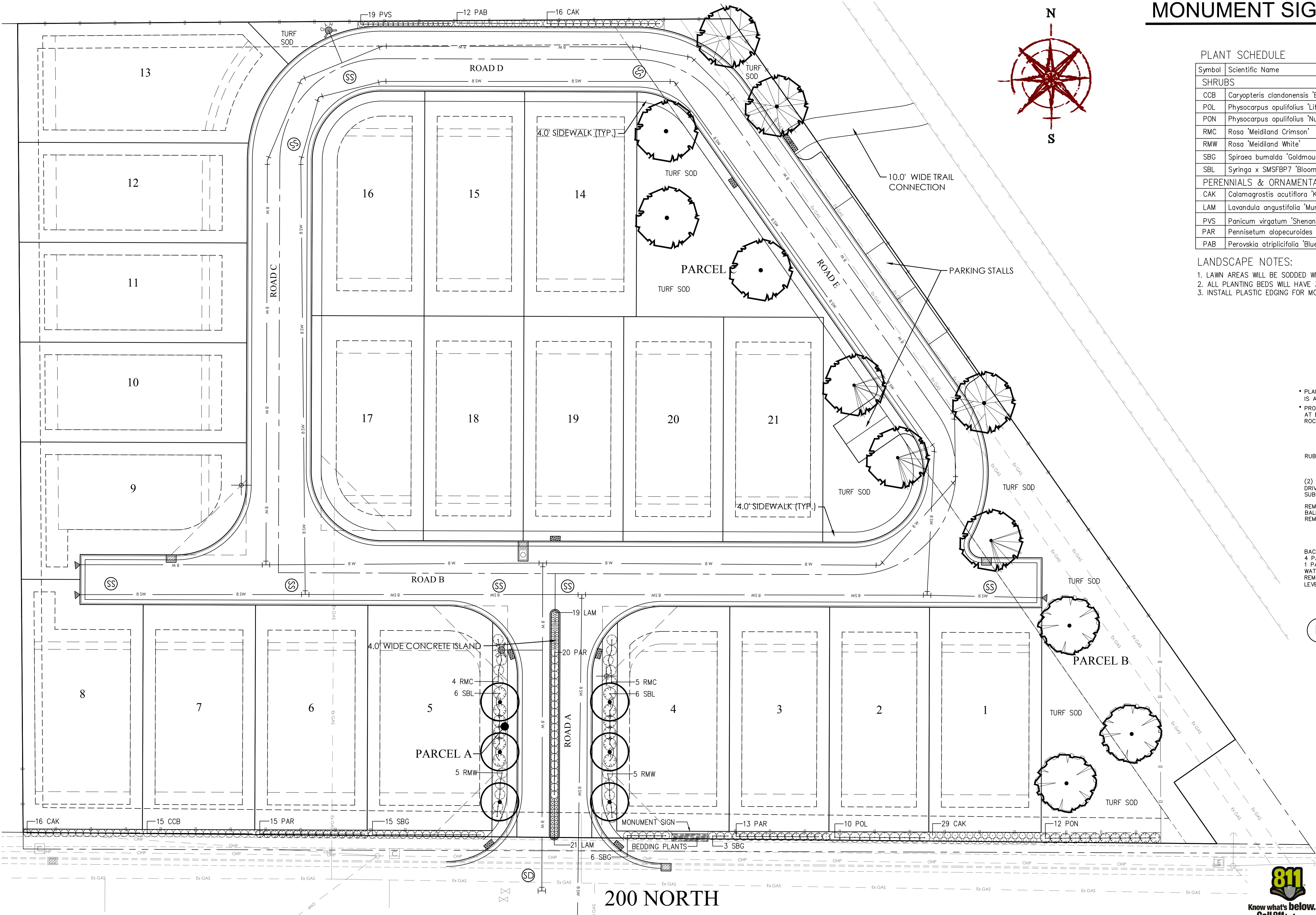
MONUMENT SIGN

PLANT SCHEDULE

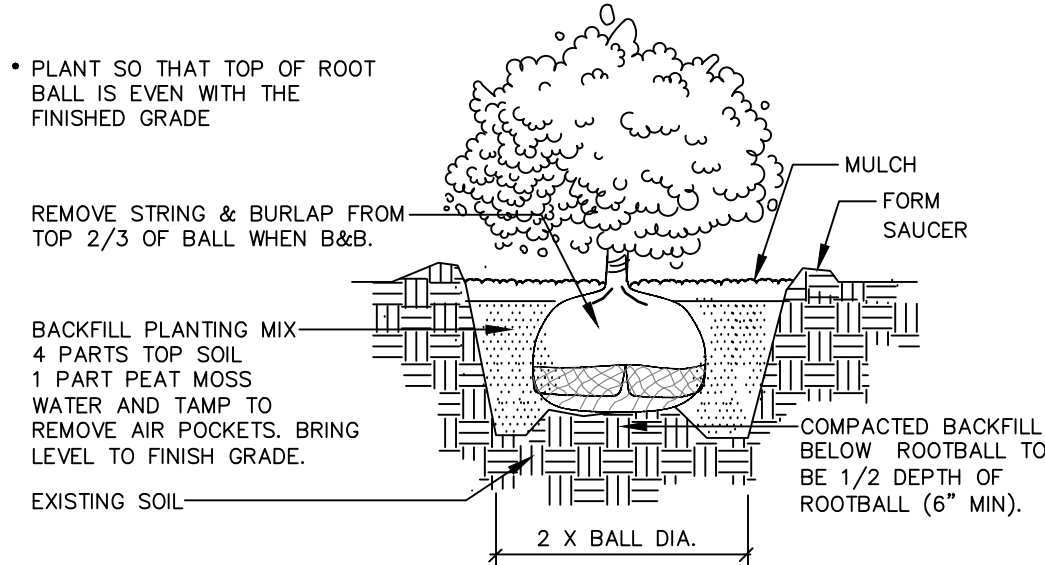
Symbol	Scientific Name	Common Name	Size	Quantity	Waterwise
SHRUBS					
CCB	Caryopteris clandonensis 'Blue Mist'	Blue Mist Bluebeard	2 Gal	15	Yes
POL	Physocarpus opulifolius 'Little Devil'	Little Devil Ninebark	5 Gal	10	Yes
PON	Physocarpus opulifolius 'Nugget'	Dwarf Ninebark	5 Gal	12	Yes
RMC	Rosa 'Meidiland Crimson'	Crimson Meidiland Rose	5 Gal	9	No
RMW	Rosa 'Meidiland White'	White Meidiland Rose	5 Gal	10	No
SBG	Spiraea bumalda 'Goldmound'	Gold Spiraea	2 Gal	24	No
SBL	Syringa x SMSFBP7 'Bloomerang'	Dark Purple Reblooming Lilac	5 Gal	12	Yes
PERENNIALS & ORNAMENTAL GRASSES					
CAK	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	1 Gal	61	Yes
LAM	Lavandula angustifolia 'Munstead'	Munstead Lavender	1 Gal	40	Yes
PVS	Panicum virgatum 'Shenandoah'	Switch Grass	1 Gal	19	Yes
PAR	Pennisetum alopecuroides 'Red Head'	Red Head Fountain Grass	1 Gal	48	Yes
PAB	Perovskia atriplicifolia 'Blue Steel'	Blue Steel Russian Sage	1 Gal	12	Yes

LANDSCAPE NOTES:

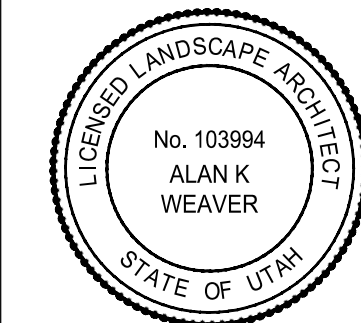
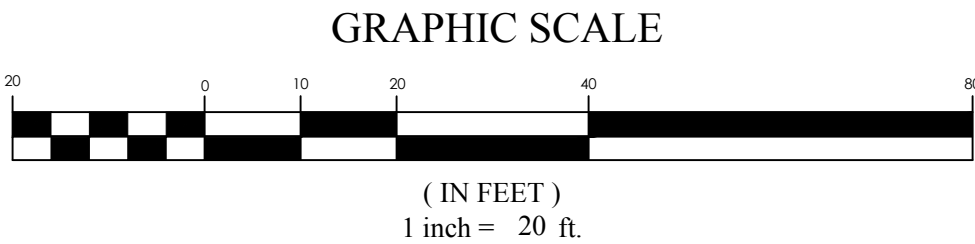
- LAWN AREAS WILL BE SODDED WITH KENTUCKY BLUEGRASS BLEND OVER 4 INCHES GOOD GRADE TOPSOIL.
- ALL PLANTING BEDS WILL HAVE 3" DARK BROWN LONG STRAND SHREDDED BARK MULCH.
- INSTALL PLASTIC EDGING FOR MOW STRIPS BETWEEN LAWN AREAS AND PLANTING BEDS.



B TREE PLANTING & STAKING
NOT TO SCALE



C SHRUB PLANTING
NOT TO SCALE



GREEN MANOR
KAYSVILLE, UT
LANDSCAPE PLAN

REVISION BLOCK		DESCRIPTION					
#	DATE	1	2	3	4	5	6

LANDSCAPE PLAN

Scale: 1"=20'	Drawn: AW
Date: 9/6/19	Job #: 19-0182
Sheet:	

STAFF REPORT



COUNCIL MEETING DATE: October 3, 2019

ITEM NO.: 5d

TYPE OF ITEM: Action

PRESENTED BY: Shayne Scott

SUBJECT/AGENDA TITLE: Resolution on Fiber Parameters.

EXECUTIVE SUMMARY:

This Resolution would establish current objectives for how to handle fiber related income and establish certain parameters and expectations for staff and future councils to follow when it comes to the Fiber fund.

Council Options: Approve the Resolution as presented.
Approve the Resolution with suggested changes
Do not approve the Resolution at this time

Recommended Options: Approve the Resolution as presented

Fiscal Impact & Fund Source for Recommended Action: The Fiscal Impact of this specific item would simply be to establish parameters for spending in the future. Those expenditures and actions would be taken later by a future council.

Attachments: The aforementioned Resolution.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING FIBER REVENUE PARAMETERS

WHEREAS, the Kaysville City Council will be addressing a Fiber Project in the city – part of which will establish a Fiber Enterprise Fund; and

WHEREAS, Enterprise Funds in cities in Utah are regulated and audited on a yearly basis; and

WHEREAS, the Kaysville City Council would like to establish additional parameters by which the Fiber Fund will be managed

WHEREAS, the Kaysville City Council recognizes that future city councils have the ability to alter the department as they see fit

NOW, THEREFORE, BE IT RESOLVED, the current Kaysville City Council would like to commit that:

- 1) Recommended reserve fund be established at \$2,000,000 before funds are returned to customers or spent in any other way besides on the Fiber project itself.
- 2) Reduction to utility fee when possible after reserve is met and bond is paid off.
- 3) No adjustment should be made to rates until construction is 100% complete.
- 4) Once appropriate rate adjustments are made, excess funds should be used to pay down debt as soon as possible.

APPROVED AND ADOPTED this ____ day of _____ 2019.

Kaysville City:

(SEAL)

Mayor: Katie Witt

ATTEST:

City Recorder: Annemarie Plaizier

STAFF REPORT



COUNCIL MEETING DATE: October 3, 2019

ITEM NO.: 5e

TYPE OF ITEM: Action

PRESENTED BY: Shayne Scott

SUBJECT/AGENDA TITLE: Opt Out Fiber Policy

EXECUTIVE SUMMARY:

Since the tabling of the Fiber Utility Fee and discussion at the last city council, Staff and the Technical Advisory Committee have been working on a Fiber Survey and Opt Out process. This council item would officially ratify that form and the process surrounding the opt out option for Kaysville City Residents. The key aspects of this process include:

- Mailing a survey and form to each utility customer/potential fiber customer
- Deadline of October 31
- Clarity on what opting out means for future fiber connectivity
- One-time option

Council Options: Approve the Action Item as presented
Approve the Action Item with suggested changes
Do not approve the Action Item at this time

Recommended Options: Approve the Action Item as presented

Fiscal Impact & Fund Source for Recommended Action: The Fiscal Impact of this action item is to further refine the Utility Fee for Fiber based on those that choose not to participate in the program.

Attachments: Kaysville City Survey and Opt Out Form



Kaysville Fiber Your Network. Your Choice.

Utility Account: <<utility Account>>

Dear <<Kaysville Resident>>,

Enclosed is a Pre-Construction survey for the proposed Kaysville Fiber Utility (a citizen owned network to provide increased competition for Internet Services – for more information visit www.connectkaysville.com). After listening to feedback from residents, we are seeking your input on how to roll-out this proposed Utility service. For a limited time, you also have the option of submitting an Opt-Out Form to be excluded from the proposed Kaysville Fiber Utility.

The rates shown on the survey are the anticipated rates that will be offered by Internet Service Providers during construction. Kaysville Fiber will operate as an open, competitive market with multiple Internet Service Providers competing to offer service. As the number of residents using Kaysville Fiber grows, we expect prices will be reduced due to competition and efficiencies, as has been seen in neighboring cities and across the country.

Your survey selection, but not the Opt-Out Form, is for Kaysville City planning purposes only and does not obligate you to remain on the selected plan for any length of time. You will sign up after your home is connected to Kaysville Fiber.

Please return this survey by Thursday, October 31, 2019:

- **DROP OFF** at Temporary City Offices located in the Kaysville City Police Station
- **MAIL** to Kaysville City, 23 East Center Street, Kaysville UT 84037 or
- **EMAIL** to fiber@kaysvillecity.com

If you choose to opt-out of Kaysville Fiber using the Kaysville Fiber Opt-Out Form, your utility fee will be adjusted according to the option selected. Unlike the survey, the submitted Opt-Out Form is a binding election. **The Kaysville Fiber Opt-Out Form must be completed and submitted by 5pm, Thursday, October 31, 2019.**

We are excited to begin this project to provide ubiquitous connectivity infrastructure to our city. We anticipate that this will provide savings and improved service to all residents and increase the value of your homes. This survey information will assist us in planning how, where and when to install Kaysville Fiber throughout the city (the higher the subscription rate, the sooner your section will be started/completed).

Construction should begin in Spring/Summer 2020 and be completed in about 3 years. If you have any questions, please email fiber@kaysvillecity.com.

Thank you,

Kaysville Fiber
ConnectKaysville.com



Kaysville Fiber Pre-Construction Survey

NAME <<Kaysville Resident>>

KAYSVILLE CITY UTILITY #<<utility account>>

EMAIL _____

To be used for confirmation

PHONE _____



RESIDENTIAL SERVICE

Speed

Please select which speed of fiber services would work best for your household

- ☐ **Basic Internet** – 3 Mbps download – ISP Fee \$0.00/month + Fiber Utility Fee*
- ☐ **Basic Broadband** – 50Mbps – ISP Fee from \$22.00 to \$27.50/month + Fiber Utility Fee*
- ☐ **Amazing Internet** – 250Mbps – ISP Fee from \$32.00 to \$42.50/month + Fiber Utility Fee*
- ☐ **Super-Fast Internet** – 1Gbps – ISP Fee from \$42.00 to \$57.50/month + Fiber Utility Fee*

Fiber Utility Fee of \$13.00 - \$23.00/month

Timing

How soon Kaysville Fiber would work for me (your response to this question will help prioritize neighborhoods)

- ☐ I want Kaysville Fiber as soon as possible
- ☐ I want Kaysville Fiber in 12-24 month
- ☐ I want Kaysville Fiber in 24+ months

Lump Sum Option

I'm interested in paying upfront my portion of the fiber network

- ☐ **\$2,700 - \$4,700* upfront payment, reducing the Fiber Utility Fee to \$1.50/month**

** Fiber Utility Fee/Lump Sum range depends on the number of residents who opt-out of participating in the utility. Fiber Utility Fee will begin to be billed for residences in each section of Kaysville City once that section has home connections activated (we expect about 200 residences per section with 30-80 residences connected per week).*



OPT-OUT

OPT-OUT OPTION

You may opt out of Kaysville Fiber by submitting the included Kaysville Fiber Opt-Out Form to Kaysville City on or before 5pm, Thursday, October 31, 2019

Opt-out of Kaysville Fiber in my home but leave the option open in the future. I will still pay a portion of the Fiber Utility Fee (\$10.00 - \$20.00/month), a future request to connect home to Kaysville Fiber will be \$1,000, or the then current published connection fee.

Opt-out of Kaysville Fiber Completely. Fiber Utility Fee \$0.00/month. Future request to connect home to Kaysville Fiber will cost \$5,000, or the then current published connection fee.



Kaysville Fiber Opt-Out Form

This form must be submitted on or before 5pm on Thursday, October 31, 2019.

I, _____, am submitting this Kaysville Fiber Opt-Out Form to formally request to not have Kaysville Fiber connected to my home.

I acknowledge that should I change my mind, I will be required to submit a written request to Kaysville City to have my home connected to Kaysville Fiber and will pay \$1,000 to \$5,000.

I further acknowledge that a subsequent request to connect my home will be done on a best effort basis after all sections of Kaysville City have been completed.

I agree to disclose to any buyer of my home that I have submitted this Kaysville Fiber Opt-Out Form and that the new owner will be responsible for all costs associated with connecting the residence to Kaysville Fiber in the future.

- ☐ I Want to Opt-out of Kaysville Fiber connection to my home – a portion of the Fiber Utility Fee (\$10.00 - \$20.00/month) will still apply. Future request to connect home will cost \$1,000 or the then current published connection fee.
- ☐ I Want to Opt-out of Kaysville Fiber completely – no Fiber Utility Fee will be charged. Future request to connect home will cost \$5,000 or the then current published connection fee.

***DROP OFF at Temporary City Offices located in the Kaysville City Police Station
MAIL to Kaysville City, 23 East Center Street, Kaysville UT 84037***

SIGNATURE of Utility Account Owner _____

If Renting, Signature of Property Owner _____

<<Kaysville Resident>>

KAYSVILLE CITY UTILITY # <<utility Account>>

STREET SERVICE ADDRESS _____

EMAIL _____
To be used for confirmation.

PHONE _____
Where to call you if problems arise.

Kaysville City Use Only

DATE SUBMITTED _____

ACCEPTED BY _____

STAFF REPORT



COUNCIL MEETING DATE: October 3, 2019

ITEM NO.: 5f & MBA

TYPE OF ITEM: Action City Council and Municipal Building Authority

PRESENTED BY:

**SUBJECT/AGENDA TITLE: Refinancing the Police Station Bonds
Adoption of Parameters Resolution**

EXECUTIVE SUMMARY:

The current interest rate environment provides an opportunity for the consideration of refinancing the Police Station Bonds to obtain lower interest rates and reduce overall costs.

We have negotiated with potential bond buyers and have received a preliminary indication from Chase Bank to purchase bonds at approximately a 1.8% true interest cost depending on final underwriting and proposed call features.

This proposal includes a reduction from our current interest rate of 2.86% and preliminary calculations estimate a Gross Present Value savings of approximately \$220,000.00 and an average cash flow savings of approximately \$21,000.00.

Council Options:

Recommended Options: Adopt the Parameters Resolution and authorize the issuance of Lease Revenue Bonds for the purpose of refinancing the current outstanding bonds.

Fiscal Impact & Fund Source for Recommended Action:

Attachments:

Kaysville, Utah

October 3, 2019

The City Council (the “Council”) of Kaysville City (the “City”), met in regular session in Kaysville, Utah, on October 3, 2019, at 7:00 p.m., with the following Trustees being present:

Katie Witt	Mayor
Dave Adams	Councilmember
Michelle Barber	Councilmember
Stroh DeCaire	Councilmember
Jake Garn	Councilmember
Larry Page	Councilmember

Also present:

Annemarie Plaizier	City Recorder
Shayne Scott	City Manager
Dean Storey	Finance Director
Nicholas Mills	City Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, a Certificate of Compliance with Open Meeting Law with respect to this October 3, 2019 meeting was presented to the Council, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, adopted by the following vote:

Those voting AYE:

Those voting NAY:

The resolution was then signed by the Mayor. The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF KAYSVILLE CITY, UTAH AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF OR AMENDMENTS TO A MASTER LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE MUNICIPAL BUILDING AUTHORITY OF KAYSVILLE CITY, UTAH (THE “AUTHORITY”), AND A GROUND LEASE AGREEMENT; AUTHORIZING THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS LEASE REVENUE BONDS, SERIES 2019B, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$4,400,000; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF OR AMENDMENTS TO A GENERAL INDENTURE OF TRUST AND SUPPLEMENTAL INDENTURE OF TRUST, BOND PURCHASE AGREEMENT, CERTAIN SECURITY DOCUMENTS, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the “Council”) of Kaysville City, Utah (the “City”) has previously authorized and directed the creation of the Municipal Building Authority of Kaysville City, Utah (the “Authority”); and

WHEREAS, pursuant to the direction of the City, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the Constitution and laws of the State of Utah, including, in particular, the provisions of the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, (the “Building Authority Act”); and

WHEREAS, the Authority has previously issued its Lease Revenue Refunding Bonds, Series 2017 (the “Refunded Bonds”) which were previously issued to refinance a portion of the costs of the construction of a new police station and all related improvements (the “Series 2019B Refunding Project”); and

WHEREAS, pursuant to the provisions of the Building Authority Act and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (together, the “Act”), the Authority has the authority to issue the its Lease Revenue Refunding Bonds, Series 2019B (the “Series 2019B Bonds”) (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Authority) in the aggregate principal amount of not to exceed \$4,400,000 to (a) refund the Refunded Bonds and (b) pay costs associated with the issuance of the Series 2019B Bonds; and

WHEREAS, the City considers it desirable and beneficial to refund the Refunded Bonds in order to achieve a debt service savings; and

WHEREAS, the Authority proposes to finance the costs associated with the refunding of the Refunded Bonds and the paying of costs of issuance by means of the issuance of the Series 2019B Bonds to be issued pursuant to a General Indenture of Trust (the “General Indenture”) as supplemented by a Supplemental Indenture of Trust (the “Supplemental Indenture” and together with the General Indenture, the “Indenture”) each between a trustee and the Authority, in substantially the form presented to this meeting and attached hereto as Exhibit B or by amendment to an existing Indenture, as needed; and

WHEREAS, in connection with the issuance of the Refunded Bonds, the City and the Authority desire to enter into (among others) a Ground Lease Agreement, or amendment, as needed (the “Ground Lease”), and a Master Lease Agreement, or amendment, as needed (the “Master Lease”), and in connection with the refunding of the Refunded Bonds in substantially the forms presented to this meeting and attached hereto as Exhibit C and D respectively and herein authorized and approved; and

WHEREAS, to further secure its payment obligations under the Indenture, the Authority proposes to grant a lien on and security interest in the Series 2019B Project pursuant to one or more of the following: (i) a Leasehold Deed of Trust, Assignment of Rents and Security Agreement, (ii) an Assignment of Ground Lease or (iii) any amendments to the foregoing, as needed, in substantially the forms presented to this meeting and attached hereto as Exhibit E (collectively the “Security Documents”); and

WHEREAS, there has been presented to the Council at this meeting a form of a Bond Purchase Agreement (the “Bond Purchase Agreement”) to be entered into among the Authority, the City and the Purchaser selected by the Authority for the Series 2019B Bonds (the “Purchaser”), in substantially the form attached hereto as Exhibit F; and

WHEREAS, the Authority by its Resolution dated the date hereof (the “Authority Resolution”) has or is expected to authorize, approve and direct (i) the execution of the Indenture, the Bond Purchase Agreement and the Ground Lease, the Master Lease and the Security Agreements; (ii) the issuance of the Series 2019B Bonds; and (iii) the financing of the Series 2019B Refunding Project; and

WHEREAS, the Authority may not exercise any of its powers without prior authorization by the City, and therefore it is necessary that the City authorize certain actions by the Authority in connection with the transactions contemplated hereby in connection with the issuance of the Series 2019B Bonds; and

WHEREAS, the City desires to (i) approve and direct the execution of the Ground Lease, the Master Lease and the Security Documents and the Bond Purchase Agreement, by the City, and any amendments, if needed; (ii) authorize the issuance of the Series 2019B Bonds and the refinancing of the Series 2019B Refunding Project by the Authority; (iii) authorize the execution of the Ground Lease, the Master Lease, and the Security Documents and the Indenture and the Bond Purchase Agreement, and (iv) authorize certain other acts to be taken by the Authority in connection therewith;

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

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the City and by the officers of the Authority directed toward the issuance of the Series 2019B Bonds and the refinancing of the Series 2019B Refunding Project are hereby ratified, approved and confirmed.

Section 2. The City hereby finds and determines, pursuant to the Constitution and laws of the State of Utah, that the continued leasing of the Series 2019B Refunding Project under the terms and provisions and for the purposes set forth in the Master Lease and the other documents, instruments and conveyances hereinafter approved and authorized, is necessary, convenient and in furtherance of the governmental and proprietary purposes of the City and is in the best interest of the citizens of the City, and the City hereby authorizes, approves and directs the issuance and sale of the Series 2019B Bonds by the Authority in accordance with the provisions of the Indenture and the continued leasing of the Series 2019B Refunding Project in the manner provided in the Master Lease and the Ground Lease.

Section 3. The Ground Lease, Master Lease, and Security Documents and the Indenture and Bond Purchase Agreement, in substantially the respective forms presented to this meeting and attached hereto as exhibits, are in all respects approved, authorized, and confirmed, and the Mayor or the Mayor pro tem, in the absence of the Mayor, is authorized to approve the final terms thereof and to execute and deliver the Ground Lease, the Master Lease and the Security Documents (as needed) and the Bond Purchase Agreement in the forms and with substantially the same content as attached hereto for and on behalf of the City with final terms as may be established for the Series 2019B Bonds by the Authority and with such alterations, changes or additions as may be necessary or as may be authorized herein. When authorized by the Governing Board of the Authority, the City hereby approves and authorizes the execution and delivery of the Bond Purchase Agreement and the Indenture and the Ground Lease, the Master Lease, and the Security Documents, by the Authority in substantially the forms presented to this meeting and attached hereto as exhibits for and on behalf of the Authority.

Section 4. The Council hereby authorizes the refunding of the Refunded Bonds and the delegation by the Authority, to certain officers of the City and the Authority, the ability to set the final terms of the Series 2019B Bonds within the parameters established by the Authority in the Authority Resolution, which parameters are as follows: maximum aggregate principal amount shall not exceed \$4,400,000; maximum interest rate shall not exceed 3.50% per annum; maximum maturity shall not exceed 14 years from the dated date of the Series 2019B Bonds; and to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof.

Section 5. The appropriate officers of the City and the Authority are authorized to take all actions necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and are authorized to take all actions

necessary in conformity with the Act and the Articles to refinance the Series 2019B Refunding Project, and to continue to lease the Series 2019B Refunding Project pursuant to the Master Lease, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Indenture and the sale and delivery of the Series 2019B Bonds.

Section 6. Upon their issuance, the Series 2019B Bonds will constitute special limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Series 2019B Bonds, the Indenture and the Security Documents. No provision of this Resolution, the Master Lease, the Ground Lease, the Indenture, the Series 2019B Bonds, the Bond Purchase Agreement, the Security Documents, nor any other instrument authorized hereby, shall be construed as creating a general obligation of the Authority or of creating a general obligation of the City, the State of Utah or any political subdivision of the State of Utah, nor as incurring or creating a charge upon the general credit of the City or against its taxing powers. The City shall not be obligated to pay out of its funds, revenues, or accounts, or to make any payment in respect of the Series 2019B Bonds, except in connection with the payment of Base Rentals, Additional Rentals, and Purchase Option Price pursuant to the Master Lease (as those terms are defined in the Master Lease), which are subject to annual appropriation by the City in accordance with the provisions of the Master Lease.

Section 7. The Mayor is hereby authorized to make any alterations, changes or additions in the Master Lease or the Ground Lease, and the Bond Purchase Agreement, herein approved and authorized necessary to correct errors or omissions therein, to remove ambiguities therefrom, or to conform the same to other provisions of such instruments, to the provisions of this Resolution, or any resolution adopted by the City or the Authority, to the agreements with the Purchaser or the provisions of the laws of the State of Utah or the United States, the approval of all such alterations, changes, or additions to be conclusively established by the execution thereof.

Section 8. The appropriate officials of the Authority are authorized to make any alterations, changes, or additions in the Master Lease, the Ground Lease, and the Security Documents, the Indenture, and the Bond Purchase Agreement, herein authorized and approved which may be necessary to correct errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this Resolution, or any resolution adopted by the City or the Authority, to the agreements with the Purchaser, or the provisions of the laws of the State of Utah or the United States, approval of all such alterations, changes, or additions to be conclusively established by the execution thereof.

Section 9. The City Recorder is hereby authorized to attest to all signatures and acts of any proper official of the City, and, as necessary, to place the seal of the City on the documents authorized hereby. The Mayor and other proper officials of the City and each of them, are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the matters

herein authorized. Any action authorized to be taken by the Mayor of the City may, in his/her absence, be taken by the Mayor pro tem.

Section 10. The Secretary-Treasurer or other authorized officer of the Authority is hereby authorized to attest to all signatures and acts of any proper official of the Authority, and, as necessary, to place the seal of the Authority on the documents authorized hereby, and any other documents authorized, necessary or proper pursuant to this Resolution or any Resolution of the Authority. The appropriate officials of the Authority, and each of them, are hereby authorized to execute and deliver for and on behalf of the Authority any or all additional certificates, documents, and other papers to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this resolution. Any action authorized to be taken by the Chair/President may, in his/her absence, be taken by the Vice-Chair/President of the Authority.

Section 11. The appropriate officers of the City are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby.

Section 12. If any provisions of this Resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this Resolution or the exhibits.

Section 13. All resolutions of the City or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency and this Resolution shall become effective immediately upon adoption by the City.

PASSED BY THE CITY COUNCIL OF KAYSVILLE CITY, UTAH THIS
OCTOBER 3, 2019.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

I, Annemarie Plaizier, the undersigned duly qualified and acting City Recorder of Kaysville City, Utah (the “City”), do hereby certify:

The foregoing pages are a true, perfect and complete copy of a resolution duly adopted by the City Council of the City (the “Council”) during proceedings of the Council, had and taken at a lawful regular meeting of said Council held at the City offices in Kaysville City, Utah on October 3, 2019, commencing at the hour of 7:00 p.m., as recorded in the regular official book of the proceedings of the City kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of said City Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this October 3, 2019.

By: _____
City Recorder

(SEAL)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Annemarie Plaizier, the undersigned City Recorder of Kaysville City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the October 3, 2019, public meeting held by the City as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices on _____, 2019, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Davis County Clipper on _____, 2019, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, Notice of the 2019 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City to be held during the year, by causing said Notice to be (i) posted on _____ at the principal office of the City, (ii) provided to at least one newspaper of general circulation within the City on _____ and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this October 3, 2019.

(SEAL)

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING NOTICE

EXHIBIT B

GENERAL INDENTURE AND SUPPLEMENTAL INDENTURE

(See Transcript Document Nos. __ and __)

EXHIBIT C

GROUND LEASE AGREEMENT

(See Transcript Document Nos. __ and __)

EXHIBIT D

MASTER LEASE AGREEMENT

(See Transcript Document No. __ and __)

EXHIBIT E

SECURITY DOCUMENTS

(See Transcript Document Nos. __ and __)

EXHIBIT F

BOND PURCHASE AGREEMENT

(See Transcript Document No. __)

NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE GOVERNING BOARD OF THE MUNICIPAL
BUILDING AUTHORITY OF KAYSVILLE CITY, UTAH:

NOTICE IS HEREBY GIVEN that a special meeting of the Governing Board (the “Board”) of the Municipal Building Authority (the “Authority”) of Kaysville City, Utah, will be held at the Board’s regular meeting place on October 3, 2019, for the purpose of authorizing the issuance and sale of the Authority’s Lease Revenue Refunding Bonds, Series 2019B in a total principal amount of not more than \$4,400,000 and related matters, and for the transaction of such other business incidental to the foregoing as may come before said meeting.

Secretary-Treasurer

ACKNOWLEDGMENT OF NOTICE
AND CONSENT TO SPECIAL MEETING

We, the Chair/President and Trustees of the Governing Board of the Municipal Building Authority of Kaysville City, Utah, do hereby acknowledge receipt of the foregoing Notice of Special Meeting, and we hereby waive any and all irregularities, if any, in such notice and in the manner of service thereof upon us and consent and agree to the holding of such special meeting at the time and place specified in said notice, and to the transaction of any and all business which may come before said meeting.

Chair/President

Trustee

Trustee

Trustee

Trustee

Trustee

Kaysville, Utah

October 3, 2019

The Board of Trustees (the “Governing Board”) of the Municipal Building Authority of Kaysville City, Utah (the “Authority”), met in special session in Kaysville, Utah, on October 3, 2019, at 7:00 p.m., with the following Trustees being present:

Katie Witt	Chair/President
Dave Adams	Trustee
Michelle Barber	Trustee
Stroh DeCaire	Trustee
Jake Garn	Trustee
Larry Page	Trustee

Also present:

Annemarie Plaizier	Secretary-Treasurer
Shayne Scott	City Manager
Dean Storey	Finance Director
Nicholas Mills	City Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Secretary-Treasurer presented to the Board a Certificate of Compliance with Open Meeting Law with respect to this October 3, 2019, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Trustee _____ and seconded by Trustee _____ was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Chair/President. The resolution is as follows:

RESOLUTION _____

A RESOLUTION OF THE MUNICIPAL BUILDING AUTHORITY OF KAYSVILLE CITY, UTAH (THE “ISSUER”), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$4,400,000 AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE REFUNDING BONDS, SERIES 2019B (THE “SERIES 2019B BONDS”); DELEGATING TO CERTAIN OFFICERS OF THE AUTHORITY THE ABILITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2019B BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2019B BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2019B BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2019B BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2019B BONDS MAY BE SOLD; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING THE EXECUTION BY THE AUTHORITY OF OR AMENDMENTS TO A GENERAL INDENTURE OF TRUST, SUPPLEMENTAL INDENTURE OF TRUST, BOND PURCHASE AGREEMENT, MASTER LEASE AGREEMENT, SECURITY DOCUMENTS, GROUND LEASE, AND OTHER DOCUMENTS NECESSARY FOR THE ISSUANCE OF THE SERIES 2019B BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council of the Kaysville City, Utah (the “City”) has previously authorized and directed the creation of the Municipal Building Authority of the Kaysville City, Utah (the “Authority”) and the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the Constitution and laws of the State of Utah, including, in particular, the provisions of the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, (the “Building Authority Act”); and

WHEREAS, the Authority has previously issued its Lease Revenue Refunding Bonds, Series 2017 (the “Refunded Bonds”) which were previously issued to refinance a portion of the costs of the construction of a new police station and all related improvements (the “Series 2019B Refunding Project”); and

WHEREAS, pursuant to the provisions of the Building Authority Act and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the “Act”), the Governing Board (the “Board”) of the Authority is authorized to issue its Lease Revenue Refunding Bonds, Series 2019B (with any other series or title designations of the Authority) (the “Series 2019B Bonds”) for the purpose of (a) refunding

all of the Refunded Bonds, and (b) paying costs of issuance of the Series 2019B Bonds; and

WHEREAS, the Authority considers it desirable and beneficial to refund the Refunded Bonds in order to achieve a debt service savings; and

WHEREAS, the City is the owner of fee simple title to the site on which the Series 2019B Refunding Project is to be located and the Authority desires to lease such property from the City pursuant to the terms and provisions of a Ground Lease Agreement, or amendment, as needed (the “Ground Lease”), in substantially the form presented to this meeting and attached hereto as Exhibit E and herein authorized and approved; and

WHEREAS, the Authority desires to lease the Series 2019B Refunding Project, as lessor, on an annually renewal basis, to the City, as lessee, pursuant to the terms and provisions of a Master Lease Agreement, or amendment, as needed (the “Master Lease”), by and between the Authority and the City in substantially the form presented to this meeting and attached hereto as Exhibit C; and

WHEREAS, the Authority proposes to finance the costs associated with the refunding of the Refunded Bonds and the paying of costs of issuance by means of the issuance of the Series 2019B Bonds to be issued pursuant to a General Indenture of Trust (the “General Indenture”) as supplemented by a Supplemental Indenture of Trust (the “Supplemental Indenture” and together with the General Indenture, the “Indenture”) between the Trustee and the Authority, in substantially the form presented to this meeting and attached hereto as Exhibit B, or by amendment to an existing Indenture, as needed; and

WHEREAS, to further secure its payment obligations under the Indenture, the Authority proposes to grant a lien on and security interest in the Series 2019B Refunding Project pursuant to one or more of the following: (i) a Leasehold Deed of Trust, Assignment of Rents and Security Agreement, (ii) an Assignment of Ground Lease or (iii) any amendments to the foregoing, as needed, in substantially the forms presented to this meeting and attached hereto as Exhibit D (collectively the “Security Documents”); and

WHEREAS, there has been presented to the Governing Board at this meeting a form of a Bond Purchase Agreement (the “Bond Purchase Agreement”) to be entered into between the Authority, the City, and a purchaser selected by the Authority for the Series 2019B Bonds (the “Purchaser”), in substantially the form attached hereto as Exhibit F; and

WHEREAS, the Series 2019B Bonds shall be payable solely from the rents, revenues and other income received by the Issuer from the leasing of the Series 2019B Refunding Project to the City on an annually renewable basis, and shall not constitute or give rise to an obligation or liability of the Issuer or constitute a charge against its general credit or taxing powers; and

WHEREAS, in order to allow the Authority (with the consultation and approval of Zions Public Finance Inc., the Authority’s Municipal Advisor (the “Municipal Advisor”)) flexibility in setting the pricing date of the Series 2019B Bonds to optimize debt service costs to the Authority, the Governing Board desires to grant to any two of the following:

the Chair/President, City Finance Director, or the City Manager, or their appointees (the “Designated Officers”), the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2019B Bonds shall be sold, and select the Purchaser thereof, and any changes with respect thereto from those terms which were before the Governing Board at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”);

NOW, THEREFORE, it is hereby resolved by the Governing Board of the Municipal Building Authority of Kaysville City, Utah, as follows:

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the City and by the officers of the Authority directed toward the issuance of the Series 2019B Bonds are hereby ratified, approved and confirmed.

Section 2. The Governing Board hereby finds and determines that it is in the best interests of the Authority and the residents of the City for the Authority to issue not more than Four Million Four Hundred Thousand Dollars (\$4,400,000) aggregate principal amount of the Authority’s Lease Revenue Refunding Bonds, Series 2019, to bear interest at a rate or rates of not to exceed a three and one-half percent (3.50%) per annum, to mature in not more than fourteen (14) years from their date or dates, and to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, for the purpose of (i) refunding the Refunded Bonds and (iii) paying costs of issuance, all pursuant to this resolution (this “Resolution”), the Indenture and the Master Lease, as shall be approved by the Designated Officers, all within the Parameters set forth herein.

Section 3. The final interest rate or rates for the Series 2019B Bonds shall be set by the Designated Officers, in consultation with the Municipal Advisor, at the rate or rates which, taking into account the purchase price offered by the Purchaser of the Series 2019B Bonds, will in the opinion of the Designated Officers and the Municipal Advisor result in the best combination of flexibility and the lowest cost of funding reasonably achievable given the manner of offering the Series 2019B Bonds at the time of the sale of the Series 2019B Bonds, as evidenced by the execution and delivery of the Bond Purchase Agreement.

Section 4. The forms of the General Indenture and Supplemental Indenture attached hereto as Exhibit B are in all respects hereby authorized and approved, and the Chair/President or Vice Chair and Secretary-Treasurer are hereby authorized and directed to execute and deliver the same on behalf of the Authority.

Section 5. The Bond Purchase Agreement in the form presented to this meeting and attached hereto as Exhibit F is in all respects authorized, approved, and confirmed. The Chair/President or Vice Chair and the Secretary-Treasurer are hereby authorized to execute and deliver said Bond Purchase Agreement. The Designated Officers are each hereby authorized to select the Purchaser, to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with

respect to the Series 2019B Bonds for and on behalf of the Authority, provided that such terms are within the Parameters set by this Resolution. The execution of the Bond Purchase Agreement will signify the approval of the Designated Officers.

Section 6. The Master Lease, Ground Lease, and Security Documents, in substantially the respective forms presented to this meeting and attached hereto as exhibits, are in all respects approved, authorized and confirmed, and the Chair/President or Vice Chair and Secretary-Treasurer are hereby authorized and directed to execute and deliver the same on behalf of the Authority.

Section 7. The Designated Officers are authorized to make any alterations, changes or additions to the Indenture, Bond Purchase Agreement, and the amendments to the Master Lease, Security Documents, and Ground Lease, the Series 2019B Bonds, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2019B Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution, or any resolution adopted by the City or the Authority, the agreements with the Purchaser or the provisions of the laws of the State of Utah or the United States.

Section 8. The Designated Officers are each hereby authorized to select the Purchaser and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2019B Bonds for and on behalf of the Authority, provided that such terms are within the Parameters set by this Resolution.

Section 9. The form, terms, and provisions of the Series 2019B Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Chair/President-President or Vice Chair and Secretary-Treasurer are hereby authorized and directed to execute and seal the Series 2019B Bonds and to deliver said Series 2019B Bonds to the Purchaser. The signatures of the Chair/President-President or Vice Chair and the Secretary-Treasurer may be by facsimile or manual execution.

Section 10. Upon their issuance, the Series 2019B Bonds will constitute special limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Series 2019B Bonds, the Indenture and the Security Documents. No provision of this Resolution, the Indenture, the Bond Purchase Agreement, the Master Lease, the Security Documents, the Ground Lease, the Series 2019B Bonds, or any other instrument, shall be construed as creating a general obligation of the Authority or the City or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Authority or the City or its taxing powers.

Section 11. The Designated Officers and other appropriate officials of the Authority, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Authority any or all additional certificates, documents and other papers

and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 12. After the Series 2019B Bonds are delivered to the Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of the Series 2019B Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 13. Pursuant to the provisions of the Act, the Secretary-Treasurer shall cause the following "Notice of Bonds to be Issued" to be (i) published one time in the Davis County Clipper, a newspaper of general circulation in the City; (ii) posted on the Utah Public Notice Website (<http://pmn.utah.gov>) and (iii) posted on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The Secretary-Treasurer shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the City's offices for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of publication thereof. The Issuer directs its officers and staff to publish a Notice of Bonds to be Issued in substantially the following form:

NOTICE OF BONDS TO BE ISSUED

PUBLIC NOTICE IS HEREBY GIVEN that pursuant to the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1959, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the “Act”), the Governing Board (the “Board”) of the Municipal Building Authority of Kaysville City, Utah (the “Issuer”), adopted a resolution on October 3, 2019 (the “Resolution”) in which it authorized the issuance of the Issuer’s Lease Revenue Refunding Bonds, Series 2019B (the “Series 2019B Bonds”) (to be issued in one or more series from time to time and with any other series or title designations of the Issuer).

PURPOSE FOR ISSUING THE SERIES 2019B BONDS

The Series 2019B Bonds will be issued for the purpose of (a) refunding all of the Issuer’s outstanding Lease Revenue Refunding Bonds, Series 2017 Bonds which were previously issued to refinance a portion of the costs of the construction of a new police station and all related improvements and (b) paying issuance expenses of the Series 2019B Bonds.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the principal amount of not to exceed Four Million Four Hundred Thousand Dollars (\$4,400,000), to bear interest at the rate or rates of not to exceed three and one-half percent (4.50%) per annum, to mature in not more than fourteen (14) 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.

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.

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.

NOTICE IS HEREBY GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Series 2019B Bonds or the Indenture and the Master Lease (but only as they relate to the Bonds), 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.

DATED this October 3, 2019.

/s/ Annemarie Plaizier
Secretary-Treasurer

Section 14. The Issuer hereby reserves the right to opt not to issue the Series 2019B Bonds for any reason.

Section 15. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this October 3, 2019.

(SEAL)

By: _____
Chair/President

ATTEST:

By: _____
Secretary-Treasurer

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Chair/President

ATTEST:

By: _____
Secretary-Treasurer

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

I, Annemarie Plaizier, the undersigned, duly qualified, and acting Secretary-Treasurer of the Governing Board (the “Governing Board”) of the Municipal Building Authority of Kaysville City, Utah (the “Authority”), do hereby certify:

The foregoing pages are a true, perfect and complete copy of the record of proceedings of the Governing Board, had and taken at a lawful special meeting of said Governing Board held at the regular meeting place in Kaysville City, Utah, on October 3, 2019, commencing at the hour of 7:00 p.m., as recorded in the regular official book of the proceedings of the Authority kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present as said meeting as therein shown.

All members of the Governing Board were duly notified of said meeting, pursuant to law.

I, further certify that, the Resolution, with all exhibits attached, was deposited in my office on October 3, 2019, and pursuant to the Resolution, a Notice of Bonds to be Issued will be published (i) one time in the Davis County Clipper, a newspaper having general circulation in the Kaysville City, Utah, the affidavit of which publication is hereby attached, (ii) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Authority this October 3, 2019.

(SEAL)

By: _____
Secretary-Treasurer

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Annemarie Plaizier, the undersigned Secretary-Treasurer of the Governing Board of the Municipal Building Authority of Kaysville City, Utah (the "Authority"), do hereby certify, according to the records of the Authority in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the October 3, 2019, public meeting held by the Authority as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the Authority on _____, 2019, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Davis County Clipper on _____, 2019, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

The Authority meets on an "as needed" basis.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this October 3, 2019.

(SEAL)

By: _____
Secretary-Treasurer

SCHEDULE 1

NOTICE OF MEETING

(attach Proof of Publication of
Notice of Bonds to be Issued)

EXHIBIT B

FORM OF GENERAL INDENTURE AND SUPPLEMENTAL INDENTURE

(See Transcript Document Nos. __ and __)

EXHIBIT C

FORM OF MASTER LEASE

(See Transcript Document No. ____)

EXHIBIT D

SECURITY DOCUMENTS

(See Transcript Document Nos. __ and __)

EXHIBIT E

GROUND LEASE

(See Transcript Document No. ____)

EXHIBIT F

BOND PURCHASE AGREEMENT

(See Transcript Document No. __)

STAFF REPORT



COUNCIL MEETING DATE: October 3, 2019

ITEM NO.: 6a

TYPE OF ITEM: Work

PRESENTED BY: Shayne Scott

SUBJECT/AGENDA TITLE: Procurement Threshold Proposed Changes

EXECUTIVE SUMMARY:

After some discussion at the Department Head level, City Staff is proposing to increase the "Council Approval" threshold from \$25,000 to \$50,000. This will result in a more efficient purchasing process. Right now we have to wait for council meetings to authorize any expenditure over \$25,000. This can result in late payments and inefficient project management. A few times there has been something that could not wait and I have solicited council approval via email in order to keep a project moving forward. This should not happen often.

I have included a copy of our current procurement and purchasing policy. The proposed changes are simply changing the council threshold from \$25,000 to \$50,000.

Council Options: Approve the Action Item as presented
 Approve the Action Item with suggested changes
 Do not approve the Action Item at this time

Recommended Options: Approve the Action Item as presented

Fiscal Impact & Fund Source for Recommended Action: The Fiscal Impact of this action item would be zero but less items would be presented to council for review. These items would continue to appear on the warrant register as payments are made.

Attachments: Purchase and Procurement Policy Document with Proposed Changes

KAYSVILLE CITY PURCHASING POLICY AND PROCEDURES

Pursuant to Utah Code Annotated Section 10-6-122 and other pertinent provisions of the State of Utah, there is hereby adopted and established purchasing policy and procedures for Kaysville City.

SECTION I. GENERAL PROVISIONS

Policy

This policy shall establish procedures for capital and non-capital purchases and annual contracts for Kaysville City. The City Manager shall administer the Purchasing Policy and Procedures.

Purpose

The policy and procedures have been created to maximize the use of Kaysville City's financial resources. The underlying purpose of these policies and procedures are:

1. To ensure fair and equitable treatment of all persons who wish to, or do conduct business with Kaysville City.
2. To provide for the greatest possible economy and efficiencies in City procurement activities.
3. To foster effective broad-based competition to ensure that the City will receive the best possible service or product at the lowest possible price.

Compliance

These policies and procedures shall not prevent the City from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with the law. When procurement involves the expenditures of federal or state financial assistance funds, the City shall comply with applicable federal or state laws and regulations.

Purchasing Agent

The City Manager shall administer the Purchasing Policy and Procedures. Department Heads shall be considered "purchasing agents" for purposes of this policy. As determined by Department Heads, others within the departments may be authorized to procure goods and services.

SECTION II. DEFINITIONS

Unless the context requires otherwise, the terms used in the Purchasing Procedures, or the rules and regulations adopted pursuant to the Purchasing Procedures shall have the following meanings:

Adequate Appropriation Balance: A sufficient balance which must exist in the line item appropriation of the account against which the purchase is to be charged.

Bid: A proposal or price quotation provided to the City as part of the City's procurement process.

Bidding: The procedures used to solicit quotations on price and delivery from various prospective suppliers of supplies, equipment, and contractual services.

Bid Process: The type of procedures used by the City to solicit quotations and award bids or contracts. Examples include over the counter, open market and formal competitive bidding.

Bid Splitting: The process of breaking up procurement of goods and services into smaller amounts which inhibits fair and open competition unless deemed advantageous to the City as determined by the City Manager.

Bidders List: A list maintained by the Department of known vendors supplying goods and services to the City. Vendors may submit a written request to be placed on a bidder's list.

Collusion: When two or more persons act together that circumvent purchasing procedures and inhibits the free and open competition in City procurement.

Contractual Services: Professional services, sought or obtained from sources other than regular City employees, including auditing, consulting, architectural, engineering and/or other consulting services.

Cronyism: A form of favoritism where contracts are awarded or purchases made on the basis of friendship, familiar association, or political connections instead of fair and open competition.

Department Head: The person who administers a department of the City or his designee specified in writing. This also includes the City Manager.

Estimates of Requirements: Forecasts of future requirements of supplies, equipment, or contractual services submitted by City Departments upon request of the City Manager or his designee.

Lowest Responsible Bidder: Shall mean a bidder who has submitted the lowest responsive bid to furnish supplies or contractual services to the City, and who meets the standards set forth in this definition. The lowest responsible bidder's bid shall comply with the specifications, delivery terms and conditions, and other qualifications and requirements included in the invitation for bids, and shall be accompanied by any bonds required by the City or other applicable law and when requested, information and data to provide that his financial resources, production or service facilities, service reputation and experience are adequate, for the contractual services or work who has not violated or attempted to violate any provisions of the Purchasing Procedures. In determining the lowest responsible bidder, the City shall give primary emphasis to bid price, but may also consider the complexity of the project in conjunction with the ability and capacity of the bidder.

Professional Services: This includes but is not limited to professional services for auditing, banking, insurance, engineering, architectural services and other forms of consulting.

Public Property: Any item of real or personal property owned by the City.

Purchase Requisition: - standard forms used by departments providing detailed information as to quantity, description, price, supplier and signature authorization for purchases. These are also known as purchase orders.

Responsive Bid: An offer, submitted by a Responsible Bidder to furnish supplies, material, equipment or services in conformity with the specification, delivery terms and conditions and other requirements included in the invitation for bids.

Services: The furnishing of labor, time, or effort by a contractor, not involving the delivery of specific end product other than reports which are merely incidental to the required performance. This term does not include employment agreements or professional services.

Supplies, Materials, and Equipment: The specific end product(s) identified in a Purchase Requisition, or specification prepared by the City.

Surplus Property: Any item of personal property or parcel of real property owned by the City that is no longer used by the City or no longer usable by the City that is out of date, damaged and cannot be repaired at a cost less than the property's value, has exceeded its useful life or the City determines is not required to meet the needs or responsibilities of the City.

SECTION III. GENERAL PURCHASES PROCEDURES AND BID SELECTION PROCESS

City purchasing shall be a fair and open process to ensure efficient and cost effective acquisition and procurement of supplies, materials, equipment and services. The following procedures shall be followed:

A. Over-the-Counter Purchases Less than \$5,000

Purchase of less than \$5,000 may be authorized by the Department Head. Although no specific purchasing requirements are established for this level of purchase, competitive bidding shall be used whenever practical.

The City Manager may require any acquisitions to a more restrictive purchasing process if in his determination, such actions would be in the best interest of the City.

B. Open Market Purchases between \$5,000 and \$50,000

Any purchase or acquisition of supplies, material, equipment, improvements, or services of an estimated value of more than \$5,000 and less than \$50,000 require a solicitation of bids. These purchases or acquisitions shall be made pursuant to the procedure hereinafter prescribed.

1. Solicitation and Minimum Number of Bids - Price quotations shall be solicited from prospective vendors by written or verbal request though every effort should be made for solicitations to be made in a written format. Departments shall solicit bids from known vendors, a bidder's list maintained by the Department and a public bidding website (i.e. BidSync) whenever possible. Open market purchases shall be based on at least three price quotations if obtainable, and shall be awarded to the lowest responsible bidder.
2. Receipt of Price Quotation and Bids - Price quotations and bids shall be provided in writing from prospective vendors. Vendors must submit price quotations via a sealed proposal, FAX, a designated purchasing email address or other electronic communication.
3. Purchase Requisitions - Departments shall use Purchase Requisitions when any material, supply, equipment or service is estimated to cost \$5,000 or more and the formal contract procedure will not be followed. All purchase requisitions in excess of \$10,000 must be countersigned by the City Manager.

4. Use of Local Bidders - Departments will make every effort to use Kaysville Businesses and obtain non-formal bids or price quotations from Local Bidders. At least one of the three price quotations will be requested from a Local Bidder *if available*.
5. Bidders List – Kaysville City Staff will maintain a Bidders List to use in advertisements of city projects where applicable. This list is generated by business licenses, local knowledge of business owners that may live in Kaysville but do not have a business in the city, as well as any interested party with whom it is appropriate to do business. Every effort will be made to invite and encourage local bidder participation.
6. Budgetary Considerations - All purchases must conform to the annual budget and there must be an adequate balance in the appropriation for the item or service to be procured. Any substantial deviation from the annual budget or any appropriation thereunder shall be approved by the City Manager.

C. Formal Competitive Bidding - Purchases over \$50,000

Purchases of supplies, equipment or contractual services of an estimated value of \$50,000 or more shall be approved by the City Council and by written contract with the lowest responsible bidder pursuant to the procedure hereinafter prescribed. Purchases of equipment in excess of \$50,000 may be exempt from formal contract procedures, however formal bidding is required.

1. Notice Inviting Bids - Notices inviting bids shall include a general description of the improvements, supplies, materials, and equipment or services to be acquired, shall state where plans and specifications and other information may be secured, and shall state the time and place for opening bids. Notices shall be delivered to all known responsible prospective suppliers, including those whose name are on a bidders list or who have made a written request that their names be added to the bidders list. At least ten (10) days before the opening of bids, notices inviting bids shall be published on the City website, professional group association or contractor magazine or database and also posted on a public bidding website (ie. BidSync).

Additional Requirements:

Building Improvements and Public Works Projects: For any building improvement or public works projects where the estimated cost exceeds the bid limit, as defined in Section 11-39-101(1) of the Utah Code, requests for bid shall be published at least twice in a newspaper of general circulation at least five (5) days before the opening of the bids

Class C Road Projects: For the construction of any improvement project on Class C Roads where the estimated cost exceeds the bid limit, as defined in Section 72-6-109 of the Utah Code, advertisement for bids shall be published in a newspaper of general circulation at least once a week for three consecutive weeks before the opening of bids.

Bidders List – Kaysville City Staff will maintain a Bidders List to use in advertisements of city projects where applicable. This list is generated by business licenses, local knowledge of business owners that may live in Kaysville but do not have a business in the city, as well as any interested party with whom it is appropriate to do business. Every effort will be made to invite and encourage local bidder participation.

2. Bid Opening Procedure - Sealed bids shall be submitted as designated in the Notice with the statement "Bid for (item)" on the envelope. Bids shall be opened in public at the time and place stated in the notice inviting bids. A written description of all bids received shall be available for public inspection during regular business hours for a period of not less than thirty (30) days after the bid opening.
3. Rejection of Bids - The City Council reserves the right to reject any and all bids for any reason. All notices calling for bids should so state. If all bids are rejected and the City Council decides to make the improvement or acquire the supplies, materials, equipment or services, it shall advertise anew in the same manner provided herein, no bid shall be received that is not satisfactory, the City Council may proceed to negotiate or make the improvement or acquisition or enter such other agreements as it deems necessary or desirable.
4. Award of Contracts - Except as otherwise provided herein, it is the intention of the City Council to award the contract to the lowest responsible bidder.
5. Tie Bids - If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay or re-advertising for bids, the City Council shall accept the lowest bid made by the firm deemed by the City Manager to be the most qualified to perform the required work.
6. Performance Bonds - Before entering a contract, the City Council shall have authority to require performance and payment bonds to be provided in such amounts as it shall find reasonably necessary to protect the best interests of the City and as required by law. The form and amount of said bonds shall be described in the notice inviting bids.

SECTION IV EXCEPTIONS TO COMPETITIVE BIDDING REQUIREMENTS OF SECTION III

Unless otherwise required by State or Federal Law, the bid process requirements set forth in Section III do not apply in the following situations as determined by the City Manager. Purchases over an estimated value of **\$50,000** are to be reviewed and approved by the City Council.

A. Professional Service Contracts.

Professional Services shall include, but not be limited to the following: auditing, architecture, banking, insurance, engineering, appraisals, legal services, and other consulting services. Professional service contracts shall be awarded based on professional qualifications, service ability, cost of service and other criteria deemed important by the Kaysville City Council.

B. Contracts Not Suited to Competitive Bidding.

Contracts which by their nature are not suited to award by competitive bidding shall not be subject to the bidding requirements set forth herein. These contracts include:

1. Contracts for items which may only be purchased from a single or sole source.
2. Contracts for additions to and repairs and maintenance of equipment owned by the City which may be more efficiently added to, repaired or maintained by a particular person or firm as confirmed by the City Manager.

3. Contracts for equipment which by reason of the training of City Personnel or the inventory or replacement parts maintained by the City, is more compatible with the existing equipment owned by the City.

C. Auction, Close-Out, Bankruptcy Sales.

If the Kaysville City Council determines that supplies, materials or equipment can be purchased at a public auction, close-out sale, bankruptcy sale or other similar sale, and if the City Manager determines that such a purchase at such auction or sale will be made at a cost below the market cost in the community, a contract or contracts may be let or purchase made without complying with the competitive bidding requirements set forth herein.

D. Exchanges

Exchanges of supplies, material or equipment between the City and any other public agency which are not by sale or auction shall be by mutual agreement of the respective public agencies.

E. State Contracts.

The City may purchase supplies from the vendor who has submitted the lowest bid price for such items to the State of Utah Purchasing Office at the quoted price without any solicitation or price quotation or invitation to bid. For such purposes, the quoted price shall be deemed to be the lowest price available for such items and the City need not follow any other bidding requirements.

F. Utah Correctional Industries Division.

Goods and services produced by the Utah Correctional Industries Division may be purchased from the Utah Correctional Industries Division without following any of the bidding requirements set forth herein.

G. Additional Work (Change Orders).

Any change orders, scope of work changes, extension of work, or other additions or corrections to existing contracting services, supplies, equipment or materials, whether constituting a reduction or increase in bid amount, to a current award provided the change order is no more than **\$50,000** (fifty thousand dollars). The City Council shall approve any Change Orders in excess of this dollar amount, and the city council shall be notified of all Change Orders regardless of amount.

H. Interlocal Agreements

The City shall have the power to enter into joint purchase agreements with any or all other public agencies within the State for the purchase of any commodity or service wherein it is determined by the City Council to be in the best interest of the City.

I. Emergency Procurement

Notwithstanding any other provision of this purchasing policy, when there exists a threat to public health, welfare, safety or ability of the City to provide its services, under emergency conditions as determined by the City, the City Manager may authorize the immediately award a contract for any supply, service or construction provided said procurement is made with as much competition as practicable under the circumstances and reasonably limited for the purpose of facilitating accomplishment of an emergency need.

SECTION V

DISPOSAL OF SURPLUS PROERTY

A. Transfer and Disposition of Surplus Property

All surplus property is disposed of “as is” and “where is,” with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or usability of the property. Property with an estimated value exceeding \$10,000 shall be determined specifically by the City Council. These provisions do not preclude City employees from acquiring surplus property through a fair and open process as described herein. Appropriate methods of disposition of surplus property include:

1. Transfer to another Department. Surplus property may be transferred between City departments.
2. Trade-In. Property declared as surplus may be offered as a trade-in for credit toward the acquisition of new property.
3. Disposal. Surplus property may be offered for sale by the City. Appropriate methods of sale are as follows:
 - (a) **Auction.** Surplus property may be sold at public auction. Auctions may be conducted by City staff, or the City may contract with a professional auctioneer or electronic auction site.
 - (b) **Sealed Bids.** Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder.
 - (c) **Selling for Scrap.** Surplus property may be sold as scrap if the City deems that the value of its parts exceeds the value of the surplus property as a whole.
 - (d) **No Value Item.** Where the City determines that property is surplus and of minimal value to the City due to spoilage, obsolescence or other cause or where the City determines that the cost of disposal of such property would exceed the recovery value, the City shall dispose of the same in such a manner as they deem appropriate and in the best interest of the City.
 - (e) **Donation.** Surplus property may be donated to any other public agency or charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code. “Public ncy” means the State or any agency or subdivision thereof, any city, county, special district, or school district.

B. Personal Scrapping, Recycling or Disposal of City Property

Transferring, selling, donating, scrapping, recycling or disposing of City property, as defined herein (regardless of monetary value), by City employees for personal gain or to benefit the interest of any person or party other than Kaysville City is in violation of this policy.

City employees are prohibited from claiming ownership of, giving away, recovering, or salvaging for personal use, or the use or interest of any person other than the Kaysville City, any materials abandoned, disposed or stored upon City. City employees are prohibited from taking possession of any surplus property or the proceeds from the sale of surplus property designated for disposal as trash, scrap, or as recyclables unless as determined by the City Manager that the property has no value to the City. This prohibition includes giving any such surplus property or the proceeds from the sale of such surplus property to any person or party other than for the duly authorized benefit and interest of Kaysville City, or authorizing any other person or party to accept, receive or take any such surplus property to benefit their own interest, except as provided hereinabove.

C. Proceeds from Transfer and Disposition of Property.

When so authorized to transfer, sell, donate, recycle, and scrap City property, the employee directed to undertake such activity shall remit the entire proceeds from any such activity to the City by check or money order made payable to Kaysville City, and shall be deposited into the appropriate fund.

SECTION VI APPEALS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the City Manager. An appeal shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known the facts.

The City Manager shall issue a written decision within fourteen (14) days regarding the appeal if it is not settled by mutual agreement. The decision shall state the reasons for the action taken and inform the protestor, contractor, or prospective contractor of the right to appeal to the City Council.

The appeal to the City Council shall be the final appeal authority on the City level.

SECTION VII PROHIBITIONS

1. Conflicts of Interest - No member of the City Council or City employee may have an undisclosed pecuniary interest, as per State law, directly or indirectly in any contract entered into by the City. A violation of this provision shall be cause for removal or other disciplinary action. City Employees and City Council shall notify the City Manager of any potential conflict of interest.
2. Collusion Among Bidders - Any agreement or collusion among bidders or prospective bidders in restraint of competition by, an agreement to bid a fixed price, or otherwise, shall render any such bids void.
3. Ethics - It is the intent of the City Council that procurement by Kaysville City comply in all respects with the requirements of the law of the State of Utah relating to ethics and employees' dealings with the City. Therefore, to the extent applicable, the Utah Municipal Officers' and Employees' Ethics Act, Utah Code Annotated, Title 10, Chapter 3, Part 13, and the Utah Public Employees Ethics Act, Utah Code Annotated, Title 67, Chapter 16, are adopted herein by this reference.

4. Personal Use -Any purchase of supplies or equipment by the City for the personal use of any official or employee of the City is prohibited. Any person who violates this requirement will be subject to disciplinary action by the City.
5. Bidding Preference - A council member, director or employee with purchasing authority may not take part in any contracting decision: (i) relating to a family member; or (ii) relating to any entity in which a family member is an officer, director or partner, or in which a family member owns or controls 10% or more of the stock of such entity. If a contracting matter arises relating to a family member, then a council member must advise the Mayor and City Council and must be recused from all discussions and votes related to the matter. If a contracting matter arises relating to a family member, a director or employee must advise the City Manager of the relationship, and must be recused from any and all discussions or decisions relating to the matter.

For the purposes of this policy, the term "family member" shall mean an employee's spouse, siblings, step-siblings, siblings-in-law, parents, step-parents, parents-in-law, children, step-children, children-in-law, any person living in the same household as the employee, and any individual claimed as a dependent for tax purposes.

SECTION III COMPLIANCE

No officer or employee of the City shall make any purchase for or on behalf of the City of any material, goods, supplies, equipment or services of any kind except through the purchasing procedures as specified in this policy. It shall be considered a breach of duty on the part of any officer or employee to make any purchase in any manner other than through specified purchasing procedures. Officers and employees are subject to disciplinary action as determined by the City Manager for any violation.

STAFF REPORT



COUNCIL MEETING DATE: October 3, 2019

ITEM NO.: 6b

TYPE OF ITEM: Work

PRESENTED BY: Nic Mills

SUBJECT/AGENDA TITLE: Consideration of an Ordinance Amending the City's Records Law

EXECUTIVE SUMMARY:

Occasionally, city employees and officials receive correspondence regarding city issues. Often these communications are sent to official city accounts and devices, but occasionally they are not. Regardless of where the correspondence is received, city business may be subject to government records laws. This ordinance would provide direction and a policy on how this communication would be processed.

Council Options: 1) Approve the Ordinance as presented; 2) Approve the Ordinance with any modifications that the Council deems appropriate; 3) Decline the Ordinance and remand to staff with further direction.

Recommended Options: Approve the Ordinance as presented.

Fiscal Impact & Fund Source for Recommended Action: The City does not foresee any fiscal impact in amending this ordinance.

ORDINANCE 19-~~X-X~~

AN ORDINANCE AMENDING TITLE 4, CHAPTER 3, SECTIONS 5 AND 14; REQUIRING PUBLIC RECORDS CREATED ON PRIVATE CELL PHONES AND E-MAIL ACCOUNTS TO BE FORWARDED TO CITY RECORDS OFFICER; CLARIFYING THAT ELECTED AND APPOINTED OFFICIALS MUST ASSIST WITH RECORD REQUESTS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Kaysville City is a municipal subdivision of the State of Utah and has authority under Utah Code 63G-2-701(2) to adopt an ordinance applicable throughout the City relating to information practices including classification, designation, access, denials, segregation, appeals, management, retention, and amendment of records; and

WHEREAS, this ordinance complies with the criteria set forth in Utah Code 63G-2-701; and

WHEREAS, the City desires to provide access to public records; and

WHEREAS, in the judgement of the City Council of the City of Kaysville, providing access to public records is a function of the City government which contributes to the safety, welfare, health, prosperity, peace, order, comfort, and convenience of the residents of the City of Kaysville;

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

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

SECTION II: Enactment. Title 4, Chapter 3, Section 5 shall be enacted/amended to read as follows:

4-3-5 Public Right To Records

1. Members of the public shall have the right to see, review, examine and take copies, in any format maintained by the City, of all City governmental records defined as “public” under the provisions of this Chapter, upon the payment of the lawful fee and pursuant to the provisions of this Chapter and the Act.
2. The City has no obligation to create a record or record series in response to a request from a member of the public, if the record requested is not otherwise regularly maintained or kept.
3. City business that is discussed through a personal cell phone or e-mail account shall be forwarded to the City Records Officer’s e-mail account within a reasonable time. City employees, elected officials, and appointed officials should strive to forward this correspondence with 48 hours of their creation.
4. Employees, elected officials, and appointed officials shall provide reasonable assistance to the City Records Officer in complying with a valid records request.
5. When a record is temporarily held by a custodial City agency, pursuant to that custodial agency's statutory functions, such as records storage, investigation, litigation or audit, the record shall not be considered a record of the custodial agency for the purposes of this Chapter. The record shall be considered a record of the City and any requests for access to such records shall be directed to the City, rather than the custodial agency, pursuant to these procedures.
6. Original documents shall not leave the custody of the City. Document inspection will occur in the conference area of the administrative office building or such other area designated by the Records Officer. Private citizens will not be allowed in the vault where original documents are maintained. The appropriate documents and/or files given to the individual will be accounted for subsequent to the individual's inspection and prior to his/her departure from the City offices.

SECTION III: Enactment. Title 4, Chapter 3, Section 14 shall be enacted/amended to read as follows:

4-3-14 Penalties

1. City employees, **elected officials, or appointed officials** who knowingly refuse to permit access to records in accordance with the Act and this Chapter, who knowingly permit access to non-public records, or who knowingly, without authorization or legal authority, dispose of, alter, or remove records or allow other persons to do so in violation of the provisions of the Act, this Chapter or other law or regulation, may be subject to criminal prosecution in accordance with the Act and disciplinary action, including termination of employment.
2. In accordance with the Act, neither the City nor any of its officers or employees shall be liable for damages resulting from the release of a record where the requester presented evidence of authority to obtain the record, even if it may be subsequently determined that the requester had no such authority.

SECTION IV: 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 V: Effective Date. This ordinance shall go into effect 30 days after final passage as noted below.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this ____ day of _____, 20__.

Katie Witt, Mayor

Attest:

Annemarie Plaizier, City Recorder

Approved as to Form:

Nicholas C. Mills, City Attorney