



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, January 23, 2020, starting at 7:00 p.m. in the **Business Resource Center of the Davis Technical College, 450 South Simmons Way, Kaysville, UT.**

CITY COUNCIL MEETING – 7:00 P.M.

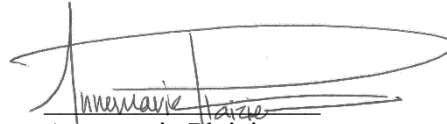
The agenda shall be as follows:

1. OPENING
 - a. Provided by Council Member Lortz.
2. RECOGNITIONS AND PRESENTATIONS
 - a. Swearing-in of new Kaysville Police Officers Bret Bateman and Dustin Ballard.
3. DECLARATION OF ANY CONFLICTS OF INTEREST
4. CONSENT ITEMS
 - a. Approval of the Minutes of the December 5, 2019 meeting.
 - b. Approval of the Minutes of the January 9, 2020 meeting.
 - c. Approval of Substation Transformer and Regulator Testing – Kaysville Power Department.
5. ACTION ITEMS
 - a. An Ordinance creating Chapter 12-5, Parks and Recreation Advisory Board, of Title 12, Parks, Public Property.
 - b. Preliminary plat approval for the Boynton Corner Subdivision at approximately 711 North Fairfield Road – Davis and Weber Counties Canal Company.
 - c. Rezone of approximately 1.5 acres of property at 191 South Flint Street from R-1-20 (Single Family Residential) to R-1-10 (Single Family Residential) to include the PRUD (Planned Residential Unit Development) overlay zone – Phil Holland.
 - d. Preliminary plat approval for The Elms on Flint Subdivision at 191 South Flint Street – Phil Holland.
 - e. Preliminary plat approval for Deseret Landing Subdivision at approximately 700 South Deseret Drive – Phil Holland.
6. WORK ITEMS
 - a. UDOT Drainage Basin Discussion.
 - b. BigShots Golf Incentive Discussion.
 - c. Strategic Plan Update.
7. CALL TO THE PUBLIC (3 MINUTE LIMIT, MUST SIGN UP IN PERSON)
8. COUNCIL MEMBER REPORTS
9. CITY MANAGER REPORT

10. ADJOURNMENT

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at (801) 546-1235.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall (80 North Main Street) and emailed copies to media representatives on January 17, 2020.

A handwritten signature in black ink, appearing to read "Annemarie Plaizier", is written over a horizontal line.

Annemarie Plaizier
City Recorder



KAYSVILLE CITY COUNCIL

December 5, 2019

Minutes of a regular Kaysville City Council meeting held on December 5, 2019 at 7:00 p.m. in the Business Resource Center of the Davis Technical College at 450 South Simmons Way, Kaysville, UT.

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

Others Present: City Manager Shayne Scott, City Attorney Nic Mills, Deputy City Recorder Maria Devereux, Information Systems Manager Ryan Judd, Police Chief Sol Oberg, Monte DeBerry and Dean Wall.

OPENING

Council Member DeCaire led the audience in reciting the Pledge of Allegiance and gave the opening prayer.

DECLARATION OF ANY CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

Council Member DeCaire made a motion to accept the following consent items: Approval of items a., b., and c., the Minutes for the October 30th, November 7th, and November 14th, 2019 City Council Meetings and item d. Approval of the crew truck purchase for the Public Works Department, second by Council Member Page.

Council Member Adams made a substitute motion to remove item d. Approval of the crew truck purchase for the Public Works Department, and to discuss and vote on that item separately, second by Council Member Barber.

The vote on the substitute motion for Items a., b., and c., 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.

Council Member Adams questioned the validity of the F350 truck purchase, he noted that he is concerned with the financing since he does not see that the vehicle was in the budget.

Shayne Scott, City Manager noted that the vehicle purchase line item is in the budget. He explained that the Finance Director can give details and the Council may make a motion to approve the purchase or table the item for additional information.

Council Member Adams made a motion to table item d., until the next City Council meeting when questions about the Public Works vehicle purchase, including budget details, can be answered fully, second by Council Member DeCaire.

The vote on the substitute motion for consent item d., was as follows:

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

The motion passed four to one.

ACTION ITEMS

ADOPTION OF KAYSVILLE CITY WATER CONSERVATION PLAN

Council Member DeCaire made a motion to adopt the Kaysville City Water Conservation Plan as presented, second by Council Member Page.

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 passes unanimously.

CALL TO THE PUBLIC

Dean Wall noted that he appreciates Council Member Adams and his concern for fiscal responsibility.

Monte DeBerry explained that fiscal responsibility is important and appreciates the council being aware.

COUNCIL MEMBER REPORTS

Collectively the City Council Members Adams, DeCaire, Page and Garn expressed their appreciation for the City, and being able to serve the residents of Kaysville.

Mayor Witt expressed appreciation for working with Council Members Adams, DeCaire, Page and Garn and thanked them for their years of service to the City. She noted that the new council will take the oath of office in January.

ADJOURNMENT

Council Member DeCaire made a motion to adjourn the meeting at 7:40 p.m., second by Council Member Page and passed unanimously.

KAYSVILLE CITY COUNCIL

January 9, 2020

Minutes of a regular Kaysville City Council meeting held on January 9 at 6:30 p.m. in the Business Resource Center of the Davis Technical College at 450 South Simmons Way, Kaysville, UT.

Council Members present: Mayor Katie Witt, Council Member John Swan Adams, Council Member Michelle Barber, Council Member Andre Lortz, Council Member Tamara Tran, and Council Member Mike Blackham

Others Present: City Manager Shayne Scott, City Attorney Nic Mills, City Recorder Annemarie Plaizier, Community Development Specialist Dan Jessop, Information Systems Manager Ryan Judd, GIS Specialist Jordan Hansen, Assistant Police Chief Seth Ellington, Fire Chief Paul Erickson, Parks and Recreation Director Cole Stephens, Marketing Coordinator Mindi Edstrom, Public Works Director Josh Belnap, Amy Headlee, Modesto Headlee, Chris Aguilar, Josh Clark, Erik Hoffman, Reed Ferrin, David Hale, David Griffin, Steve Einfeldt, Julie Hendrickson, Roger Hendrickson, Becky Jensen, Dale Johns, Sarah Adams, Paul Feser, Jeff Hansen, Dan Moody, Tim Kelly, Jared Butterfield, Megan Fink, Layne Fink, Bryce Davies, Laurie Davies, Jeanette Browning, Robert Browning, Kim Nuttall, Dan Nuttall, Michelle Allen, David Allen, Brent Broderick, Jason Gagner, Brigg Lewis, Jon Croasmun, Matt Hill, Karl Malone, Ryan Jibson, Brock Peterson, Doug Leavitt, Rod Randall, James Evans, A'neil Locke, Marci Preece, Jackie Greenwood, Casey Greenwood, Bryan Bayles

OATH OF OFFICE CEREMONY – 6:30 P.M.

Mayor Witt called the ceremony to order at 6:30 p.m.

City Recorder Annemarie Plaizier administered the oath of office to City Council Members Mike Blackham, Tamara Tran, Andre Lortz, and John Swan Adams.

Mayor Witt announced that Council Member Michelle Barber would be serving as Mayor Pro Tempore.

Michelle Barber read the 2020 City Council Statement of Commitment.

Mayor Witt closed the ceremony at 6:40 p.m.

OPENING – 7:00 P.M.

Council Member Barber opened the meeting.

RECOGNITIONS AND PRESENTATIONS

KAYSVILLE CITY GIVES REPORT

Mindi Edstrom, the Marketing Coordinator with Parks and Recreation, gave a report about the

“Kaysville Gives 2019” project. Kaysville Gives works with Safe Harbor Crisis Center, Head Start, Mountain High School and the Bountiful Food Pantry. Mountain High School received 120 blankets and 45 \$25.00 gift cards. There were 36 Head Start families that were served. Donations included gift cards, Get Air passes, wrapping paper, rolls of tape, and 540 gifts that were delivered. We had a surplus of gifts and after a quick call to the Davis School District Foundation, a large furniture truck arrived to collect toys, diapers, books, puzzles, notebooks, infant toys, headphones and bicycles. All items were used to help assist families within the Davis School District. Four large garbage bags of new coats, snow boots, warm clothes, socks, hats and mittens were donated from Layton Elementary. Local businesses also got involved in collecting donations this year. VASA Fitness placed 100 tags on their Christmas tree for members to help with gifts. All tags were taken and gifts fulfilled. True Beauty took 40 tags for their tree and over 20 gifts were donated. Wasatch Soccer Club took 100 tags and all of them were taken by soccer families and employees, and each gift fulfilled. Bowman’s helped collect food and non-perishable items, as well as discounted cookies for the Fill the Fire Truck Event. Three families came to help sort through gifts on December 13th. A neighborhood in the Hess Farms area raised and donated over \$700 for Kaysville Gives. A local church group took 75 tags and filled all the tags, including a beginning violin and two bikes. A young women’s group made eight blankets to donate to Mountain High School. Then a young man used this platform to make 20 large blankets to donate to Mountain High School for his Eagle project. They also had some great volunteers involved on their committee to help organize and implement this event. Kaysville City Departments were also involved with this project, including helping to load trailers, taking payments, helping with checking in or out tags, helping with the Fill the Truck event, hanging signs, delivering trailers and support to provide this amazing program. Over 70 students at Davis High School took tags and purchased and returned gifts. A new website was also created to make it possible for the event to grow and be successful.

ROAD FEE PROJECTS REPORT

Public Works Director Josh Belnap explained that the road work that was done in Kaysville City in 2019 was funded through different revenues. Shepard Lane was one of their major street projects that focused mainly on asphalt reconstruction and installing improvements. It also involved underground ground utility work. In total, the project took about four months to complete. Another road project was along 300 East Street which was primarily a waterline completion project, but road base was also installed during this time. Because of the underground utility work the project took longer; totaling four months. Sunset Drive road work was similar to Shepard Lane in that they installed new asphalt, as well as installed improvements, including a bike lane. This project was delayed because of wet conditions in the spring of 2019. They had hoped to get it done before school started again, but they weren’t able to start until halfway through the summer. Because of this, this project had a significant impact to not just residents but students traveling to the nearby Junior High and Elementary School. The gas company has been working on replacement work on their infrastructure and they had asked the city previously to postpone our road work project along 400 West until 2019. In exchange for us waiting, they offered to help pay for the repaving. This was a big financial savings for the city that was worth delaying and accommodating the gas company’s project. Over the year the city had also been applying preventative maintenance treatments on many of the roads throughout Kaysville. As we get new roads we want to keep them in good condition. There was over a million square feet of treatments done to the roads, with over ten million square feet of road cracks sealed. We had less lane paving done in 2019 versus 2018. This was because of the amount of sidewalk and curb that we pursued

installing. There is still a lot to be done in Kaysville and we are working to try to spread things out to where the need is. One project they are intending to focus on in 2020 is to complete Sunset Drive, including installing curb, sidewalk and new bike lanes. They are close to finishing up the preliminary design, and will be starting the resident coordination portion soon. Mr. Belnap thanked those he works with and the time and effort they put in. It made a significant impact this summer in how quickly they were able to get these projects done.

Mayor Witt commented that in 2018 the city implemented a road utility fee, which has made this road work possible because of it. Mayor Witt said she wanted to also thank the residents because without the road utility fee we would not have been able to take care of our roads.

Michelle Barber commented that Josh has done a good job with working with residents during these projects.

DECLARATION OF ANY CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

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

- a. Approval of the Minutes of the November 21, 2019 meeting.
- b. Approval of EV Charging Station Equipment purchase.
- c. Approval of crew truck purchase for the Public Works Department. (Tabled Item)
- e. A Resolution declaring certain Fire Department equipment surplus and authorizing the Fire Chief to enter into a Donation Agreement.

The motion was seconded by Council Member Adams.

Council Member Barber asked that Item B, Approval of EV Charging Station Equipment Purchase also be removed for discussion.

Council Member Tran amended her motion to accept the following consent items.

- a. Approval of the Minutes of the November 21, 2019 meeting.
- c. Approval of crew truck purchase for the Public Works Department. (Tabled Item)
- e. A Resolution declaring certain Fire Department equipment surplus and authorizing the Fire Chief to enter into a Donation Agreement.

The motion was seconded by Council Member Adams.

The vote on the motion was as follows:

Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
Council Member Blackham, yea

The motion passed unanimously.

B. APPROVAL OF EV CHARGING STATION EQUIPMENT PURCHASE

Council Member Barber said that the city was able to get settlement money from the Volkswagen lawsuit and this money is going towards the purchasing of an electrical charging station.

Council Member Barber made a motion to grant the approval of EV charging station equipment purchase, seconded by Council Member Lortz.

The vote on the motion was as follows:

Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
Council Member Blackham, yea
Council Member Adams, yea

The motion passed unanimously.

D. APPROVAL OF NEW PLANNING COMMISSION APPOINTMENTS

Council Member Tran said that there are two vacant Planning Commission member seats and the Mayor has proposed the names of applicants she has chosen to fill those seats. However she has also proposed two names of applicants to serve as Planning Commission Alternates. Council Member Tran asked about the proposed Alternate seats.

Mayor Witt responded that there are oftentimes that the Planning Commission will have a member or two absent and in those cases an Alternate would be able to fill the seat of an absent member at a meeting. This will help to assure that there will always be a full quorum.

Nic Mills commented that the city had received a question as to whether it was legal to suddenly create Alternate seats when there previously had been none. City ordinances give the Mayor power to propose an appointment process as well as appoint the members of Planning Commission with a majority vote of City Council. This includes having Alternate seats. Alternates would be beneficial to applicants, as well as residents wanting to serve in the city. Alternates would not be able to vote on an item during a meeting unless they are filling the seat of an absent Commissioner. They will be able to participate in training opportunities for the Commission as well as things that need a more in-depth review, such as the General Plan update.

Council Member Adams asked about having such rules and stipulations in writing, as well as any requirements of attending meetings.

Nic Mills responded that Lyle Gibson with the Community Development Department is working on amending the Planning Commission bylaws to explicitly state what the position is for and the requirements for it.

Council Member Adams asked about the timeframe for the amended bylaws to be completed.

Nic Mills responded that it he anticipated it would be ready in a month.

Council Member Adams made a motion to grant approval of the appointment of Planning Commissioners Scott Hess and Jared Doxey, but to table the appointment of the Alternate members until the bylaws and any related ordinance is amended, seconded by Council Member Barber.

Council Member Blackham commented that Ordinance 17-4-1 states that the Planning Commission will only consist of seven members. By approving Alternates we are not allowing more than seven Planning Commissioners.

Council Member Adams said that he feels that having the specifics for the Alternate position in writing is important. These Alternates need to know that they will be expected to do certain things, including being aware of what items are being discussed at Planning Commission meetings.

Council Member Tran said that it is a frequent occurrence that one or two Commissioners will be absent for a meeting. It makes a difference to not just the applicant, but the audience that the Planning Commission is being as fully represented as possible.

Nic Mills said that the Alternates would be informed of their appointed role even before the amended bylaw is officially approved.

Council Member Lortz made a motion to grant approval of the new Planning Commission Appointment as presented, including the Alternate members. Council Member Tran seconded the motion.

The vote on the motion was as follows:

Council Member Lortz, yea
Council Member Tran, yea
Council Member Blackham, yea
Council Member Adams, nay
Council Member Barber, yea

The motion passed with a vote of four to one.

ACTION ITEMS

HUNTING IN KAYSVILLE

City Manager Shayne Scott explained that city code states that approval to hunt within City limits must be approved by the Kaysville City Council. Erik Hoffman, a resident of Kaysville, recently contacted Chief Sol Oberg about the possibility of hunting within Kaysville boundaries. Mr. Hoffman has a friend who would like to have Mr. Hoffman bring his bow and take some of the nuisance geese off of his property. The property is located at 1154 West Hanline Circle, and the owner states that the geese are always in the backyard by the ponds behind his house. There are open fields beyond the ponds as well. This is not the only area of the city that a request for hunting has been made, and since application the city has also received other inquiries from the neighbors

who would also like to see their properties included in this permitted hunting area.

Council Member Lortz said that, if approved, the approval needs to stipulate that no firearm would be allowed to hunt on these properties.

Assistant Police Chief Seth Ellington added that officers walked the property in question and felt that while the distance from other houses was good, it would not be allowed to discharge a firearm in that area. Archery would be the only thing allowed here.

Council Member Blackham said that with the interest of other surrounding property owners to be able to participate in the hunting, the approved area should be confined to Hanline Circle.

Council Member Tran asked about how long approval would remain in place.

Shayne Scott responded that these types of requests are approved on a yearly basis.

Council Member Barber made a motion to approve hunting in west Kaysville on Hanline Circle contingent upon receiving the property owner's permission, and that archer be the only type of hunting allowed. The motion was seconded by Council Member Blackham.

The vote on the motion was as follows:

Council Member Tran, yea
Council Member Blackham, yea
Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea

The motion passed unanimously.

REZONE OF 1.64 ACRES OF PROPERTY AT 37 SOUTH ANGEL STREET FROM A-1 (LIGHT AGRICULTURE) TO THE R-1-14 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT WITH A PRUD OVERLAY – STEVEN AND SHERRILEE EINFELDT

Dan Jessop explained that the Einfeldt's have property at 37 South Angel Street and are seeking a rezone of their property to accommodate future residential development. It is currently in an area of diverse zoning as it is surrounded by the A-1, R-1-20 and R-A zones. The Einfeldt's are requesting that their property be zoned to the R-1-14 zone which allows for single family dwellings on a 14,000 square foot lot. The proposed zoning would allow for as many as five total units on the property. The applicants have provided a concept plan showing a private street subdivision development, which is the reason for the PRUD overlay zone. The Planning Commission held the required Public Hearing, and voted unanimously in favor of approving the rezone.

Council Member Adams asked if there had been any comments received from the surrounding neighbors.

Steve Einfeldt responded that he had one neighbor speak with him about this development and said that he would prefer to see only one home on the property. However, he is looking to use

these lots as a way to provide homes for his kids.

Council Member Blackham commented that these homes will mimic the setbacks of the surrounding properties.

Council Member Adams asked if there are any specifics outlined for what types of homes would be built here and what they would look like

Dan Jessop responded that the zone only allows for single family residential dwellings.

Nic Mills added that occasionally approvals of developments are contingent upon a development agreement being approved which would include specifics about what would be built and how it could look. Typically development agreements aren't included in developments with this few of homes. If the Council would like to see a development agreement attached to the property, it's best to look at and approve that agreement before approving a rezone request.

Council Member Tran asked if the city was concerned about land locking property to the east of this, and asked if a stub street needed to be added to this development.

Dan Jessop responded that when considering this rezone they had discussed creating a stub lot to the neighboring property, but the property owner to the east didn't have any interest in creating access to their property from this development. When the neighbor chooses to develop their property they would still be able to take access off of 1700 West.

Council Member Blackham made a motion to approve the request to rezone 1.64 acres of property at 37 South Angel Street from A-1 (Light Agriculture) to the R-1-14 (Single Family Residential) zoning district with a PRUD overlay zone for Steven and Sherrilee Einfeldt, seconded by Council Member Lortz.

The vote on the motion was as follows:

Council Member Blackham, yea
Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea

The motion passed unanimously.

WORK ITEMS

CONSIDERATION OF A PARKS AND RECREATION ADVISORY BOARD ORDINANCE

Parks and Recreation Director Cole Stephens explained that city Staff has been considering the creation of a Parks and Recreation advisory board for years and have recently compiled a draft ordinance. The Parks and Recreation advisory board would be similar to other advisory boards that the city currently has. They are proposing that the board have seven members, which includes one City Council member. The members would be comprised of a diverse background of city

residents. The board would have no power to bind or obligate the city to anything. An ad hoc committee was created in designing Pioneer Park and it really helped the process. This would be a similar committee. It might make the process of creating or approving things longer in time, but it creates a better end product for the community. The City would like to look at the possibility of creating a RAMP tax in the future, and this advisory board would be able to really study that request in depth and then make a recommendation to the Council.

Mayor Witt commented that the city frequently has residents requesting different kinds of specialty parks or a recreation center to be built within the community. We would like to be able to have a master plan in place based on the needs of our city. We are looking to have a group of interested citizens who would be able to discuss our needs and what they want to see for our city, and then they'd be able to make recommendations to the department and the Council as needed. Kaysville residents want to be more involved in our city and city planning, and this would give them another way to be able to serve.

Council Member Blackham commented that this would be another way to help the Parks and Recreation Department. There is a lot that goes on within that department and they are always looking for more ways people can help them.

Mayor Witt said that she would like to see that there be seven members on the board made up of seven residents, and one Council Member serving as liaison.

Council Member Barber said that this advisory board would also be working closely with the Historic Preservation Committee.

Council Member Tran asked about salary of the members.

Cole Stephens commented that it would be similar to the Planning Commission where they are given a small compensation for each meeting they attend.

Mayor Witt stated that the Planning Commission is a quasi-legislative board for the city and this board seems to be more of a volunteer board.

Council Member Blackham said that the compensation amount is not much, but it might help some feel more obligated to take their position more seriously. The salary is something that could be addressed later, and is not something that should hold up approving this ordinance.

Cole Stephens commented that he would prefer to leave the compensation pay as written, so that even if it's not something that we decide to carry out now that we could still do it in the future.

Council Member Barber suggested that when the Parks and Recreation Department gives their yearly report to the Council that they include an update about this advisory board.

Council Member Barber made a motion to move the Consideration of a Parks and Recreation Advisory Board Ordinance to an action item, with the stipulation that the ordinance be revised to state that it be composed of seven members and one Council Member liaison, seconded by Council Member Tran.

The vote on the motion was as follows:

Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
Council Member Blackham, yea

The motion passed unanimously.

SUNSET EQUESTRIAN ESTATES REZONE DISCUSSION

Shayne Scott explained that in November of 2019 the Planning Commission held a Public Hearing to consider a request to rezone the Sunset Equestrian Center located at 820 Mare Circle, near the southwest edge of Kaysville City. The owner of the center, together with his representative, submitted an application for a rezone due primarily to the impact of road project in the area on the equestrian center. The owner has indicated that an equestrian center needs more land, not less. The West Davis Corridor and frontage road projects that are now under design are expected to impact the west side of his property, including being built on some of what is now his property. As a result the owner is interested in relocating the equestrian center and doing something different with this property. After listening to public comment, the Planning Commission tabled making any recommendations on this item until two specific items could be addressed. First they wanted to make sure that there was no other option for the West Davis Corridor and Kaysville City frontage road alignment so as to reduce or eliminate the impact on the equestrian center. It has been confirmed that previous negotiations with UDOT have moved both the freeway and the city's road as far west as possible. Secondly, the Commission was made aware of an existing development agreement between Kaysville City and the developer of the Sunset Equestrian Estates subdivision. This agreement states that the subject property must be used as an equestrian center. Even with a rezone of the property, the conditions of this agreement would still be applicable unless both the City Council and the developer agree to modify its terms. The Planning Commission felt that it was more prudent to resolve this issue before continuing on the path of a rezone consideration. The developer of the Sunset Equestrian Estates Subdivision, Symphony Homes, has been made aware of the proposed rezone and the need to amend the existing development agreement should a different use be desired. They have not expressed a position regarding the interest in amending the existing terms. For the purpose of constructing the city's new road, the current rezone proposal is accompanied by a development agreement wherein the property owner would dedicate the land needed for the road in exchange for the desired zoning designation. Without something similar, the city will likely need to work with the property owner on the purchase of land for the roadway. At this point Staff is looking for direction from the City Council as to what should be done with the existing development agreement.

Council Member Blackham said that he feels that the equestrian center needs to remain because it was how this subdivision was presented originally. There are many who live in this subdivision that bought their homes here because of the equestrian center location.

Council Member Adams commented that he had attended a neighborhood meeting and it was mentioned that the original subdivision plat states that this equestrian center is meant to stay here. It was also part of the development agreement. It seems that the city should pursue obtaining the

land for the road, and if the owner of the property wants to seek having the property rezoned then that should be considered separately.

Council Member Barber said that she feels that there is still a lot that we need to learn about this. We need to understand the makeup of the infrastructure in this area. We have seen examples of good high density developments that weren't approved when they were originally presented. Those developers became engaged with the neighbors to see what they wanted to see for a development and in the end we ended up with a better result. We need to take the time to really study and consider this.

Council Member Tran said that a promise was made to the people that this would be an equestrian center. Council Member Tran suggested that a compromise be made so that part of the property remain for the equestrian center, and the other part developed as a different use.

Council Member Lortz commented that he agreed with Council Member Adam's commented that there are separate issues to consider here. Council Member Lortz stated that he feels it best to pursue obtaining the land for the road and not pursue a rezone of the property at this time.

Council Member Barber commented that there is really only way to connect the frontage road to Angel Street, which requires cutting off the westernmost portion of the equestrian center building itself. The placement of the road cannot change because there just isn't the room to change the angle of the road. The city will try to negotiate with the property owner first before even considering the process of eminent domain.

Shayne Scott said the owner has indicated that with the West Davis Corridor coming in nearby, this location for the equestrian center is not as viable as it once was so he would like to move it to another location.

Mayor Witt stated that the city cannot mandate that the equestrian center remain here. We can say that the city won't consider a rezone at this time because we feel that the road is essential to consider first.

Council Member Adams commented that the property owner has expressed concern that he won't be compensated adequately for the building and his land that the road will be affecting. There's already an existing and established use here and that's something that needs to be taken into account.

Nic Mills commented that if the city can come to a negotiated agreement it will come before the Council for approval. If it goes to the eminent domain process then it would be sent to court who would then tell the city how much to pay the property owner for the land.

Council Member Blackham added that if a negotiation can be met then we could move forward with hiring engineers to have the building moved.

Council Member Barber asked about the time frame for the frontage road.

Shayne Scott responded that the connector road is not fully funded yet, but is getting closer. This part of the project would not be done within the first phase but it's likely that within a year we will

need to have a road design started.

The City Council agreed that the city needed to pursue obtaining the land for the connector road before considering a rezone of the property.

CALL TO THE PUBLIC

Jon Croasmun asked about the funding for the road. Mr. Croasmun said that he agrees that this is not the right time to look at rezoning this property. When the city does consider a rezone the neighbors would hope that it would be looked at thoughtfully and the issues be considered. There are a lot of people in this area who care about this. Many feel very passionately about the equestrian community and would like to have an opportunity to discuss and share with the Council their thoughts and concerns. This is the wrong area for high density housing and there are many who are opposed to the rezoning.

Brigg Lewis said that he recently saw an article in the Standard Examiner reporting how Kaysville residents' power was being turned off illegally, and it was suggested that padlocks be put on power switch boxes to homes. Is that something that the Council is telling residents to do? Will the fire department be able to get to the power switch in an emergency? The news has also said that Weber County is also worried about accommodating affordable housing, and they are getting a lot of pushback from citizens. If affordable housing comes in creating cheaper homes it will affect the rest of the property values in the city. People bought here for a certain standard and that standard shouldn't be lowered. The city needs to look at the long term impact of these developments coming to the city.

Megan Fink said that she lives in the Sunset Equestrian Estates building and the equestrian center is what makes this part of the city unique. It helps to bring people in and creates open space. It gives a rare experience for their families in this fast-paced world. High density housing is opposite of what already exists in the area. High density would be better suited to be placed next to commercial land. It doesn't make sense to put such a large development far away from amenities. The lots being proposed are significantly smaller than what is here and the number of homes being proposed would equate to the current R-M zones throughout the whole city combined. There are a lot of open holes and questions about this development. We understand that there are requirements being made through SB34, but if this property were to be rezoned it should be zoned to something more suitable for this location.

Matt Hill said that he is glad to see the Council working together to represent the city. He moved out to the Sunset Equestrian Estates subdivision in large part because of the rural feel. They love the horse trails that run through the subdivision and the street names being named after horses. They were excited to find that there was an equestrian center and that was one of the reasons they decided to buy a home here. The equestrian center is the heart of their community and is what we need in our city. Mr. Hill said that he appreciates that the Council is willing to consider the rezone separately. It's important to those who live here that their community remain safe and the density consistent.

Bryan Bayles said that he works as a developer and understands that developers are given huge obligations to give to the city when asking for higher density developments. When this development was originally approved for Woodside Homes in 2006, it was with the agreement

that the clubhouses and pools would be built, as well as the land for Pioneer Park to be donated. The proposed rezone is drastically different than what is here. Typically when a developer is wanting to develop a property it would be the developer who would have to pay for any road installation for their development. It's a huge benefit to Mr. Hansen that he would not have to if he ended up developing this property. It seems that there are a lot more unanswered questions that need to be addressed.

COUNCIL MEMBER REPORTS

Council Member Lortz commented that he met with the Power Department recently and had the opportunity of getting to know them and see their operations. They have been working on installing automated AMI meters and are about 75% complete in their project. The department has also been working on street light conversions to LED lights, as well as working on a system evaluation study to see what to plan for with the electrical grid.

Council Member Barber said that they will be working on assembling a citizen's advisory board soon to look at creating an initiative for the fiber plan to get it on the ballot.

Council Member Blackham said that the Public Works department has been mandated to implement a low impact development plan which utilizes storm water as a resource to retain precipitation onsite. They are currently working on an ordinance to address this, which should be coming before the Council for approval within the next month.

Council Member Tran said that she is excited to be continuing to work with the Planning Commission, and getting to work with the Youth Court. The Planning Commission is planning to work on the strategic plan and redefining ordinances in the upcoming year.

Council Member Adams said that he is excited to be working with the Historic Preservation Board and thanked the city for being so welcoming to the new Council members.

CITY MANAGER REPORT

Shayne Scott said that the Council will be having their annual retreat on Friday, January 24, 2020 from 10:00 a.m. to 4:00 p.m. in the Business Resource Center building.

ADJOURNMENT

Council Member Blackham made a motion to adjourn the City Council meeting at 8:55 p.m., seconded by Council Member Adams and passed unanimously.

CITY COUNCIL STAFF REPORT



MEETING DATE: January 23, 2020

TYPE OF ITEM: Consent
PRESENTED BY:

SUBJECT/AGENDA TITLE: Substation Transformer and Regulator Testing

EXECUTIVE SUMMARY:

We received three (3) quotes from Solomon Corporation, Vertiv and Advanced Electric Systems.

We recommend Solomon Corporation.

Council Options: Approve / Disapprove

Recommended Options: Approve

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

Attachments: Quote from Solomon, Vertiv and Advanced Electric Systems



When it's on the line.

January 3, 2020
Quote 010320MR01
Rev 3

Jordan Arave
City of Kaysville
23 East Center
Kaysville UT
jarave@kaysvillecity.com
801-554-8925

Type of Service: Transformer and Regulator Testing
Equipment to be Serviced: Six (6) Substation Type Transformers
Eighteen (19) Voltage Regulators

SCOPE OF WORK

Solomon Corp Field Services proposes to send Field Technicians to complete the following scope of work:

1. Mobilize technicians and associated equipment to Kaysville UT. Equipment is located in four different substations. Work to be completed during one week, Monday – Friday, working on equipment consecutively until complete
 - a. Sub 1 – 3 Transformers, 9 Regulators
 - b. Sub 2 – 1 Transformer, 3 Regulators
 - c. Sub 3 – 1 Transformer, 3 Regulators
 - d. Sub 4 – 1 Transformer, 3 Regulators
 - e. Testing on additional regulator as requested by City of Kaysville
2. Transformers and Regulators will be de-energized, disconnected, with LOTO provided by others.
3. Transformer Electrical Testing – Quantity (6):
 - a. Transformer Turns Ratio (TTR) on as-found tap
 - b. Winding Resistance on as found tap
 - c. Core ground (Megger) if accessible
 - d. Insulation resistance
 - e. Power Factor (Doble)
 - i. Transformer windings
 - ii. Bushings
 - iii. Arrestors (if applicable)
4. Regulator Electrical Testing – Quantity (18)
 - a. Insulation testing (Megger)
 - b. TTR



When it's on the line.

-
- c. CT testing (power the bushings at 120v, short the source to load connection with an amp clamp – forward and reverse power flow capabilities as well as correct CT ratio can be verified)
 - d. PT testing (power the bushings at 120v, use a voltmeter in either the control or junction box – PT Ratio can be verified as matching the units rated voltage and the voltage pinned on the nameplate)
 5. Take oil sample for laboratory analysis for (18) voltage regulators
 - a. Basic oil quality (color, clarity, particulate count, etc.)
 - b. DGA
 - c. Moisture content
 - d. Dielectric properties
 6. Clean up job site and depart
 7. Provide written report of all work completed including electrical test results and oil laboratory results

CLARIFICATIONS / CUSTOMER RESPONSIBILITIES

1. Provide management supervision and at least one qualified and electrician to:
 - a. De-energize and re-energize equipment as defined by NFPA70E. (If needed)
 - b. Provide and perform Lock Out and Tag Out procedure for affected equipment and verify zero energy state as defined by NFPA70E. (if available).
 - c. Provide Grounding of equipment as required. (As needed)

PROPOSAL ACCEPTANCE

This proposal (except schedule) is valid for 30 days from date of issue. Any changes to the scope of work or Bill of Material will require a revised quotation which may result in a price change. No schedules or other activity will be initiated until purchase order is received.

Revision-2 PRICE: **\$29,450.00**

Price does not include tax. If applicable, tax will be added to the invoice. If order is tax exempt, please provide a copy of your exemption certificate.

GENERAL CONDITIONS

Customer shall provide an electrician or engineer, familiar with the distribution system and is to be available during the repair and / or testing periods. He or she will be responsible for disconnecting and re-energizing all equipment as necessary. MOP's are not included unless specified above.

Unless specifically noted above, all work is to be performed Monday through Friday. Saturdays, Sundays and holidays excluded. Extensive delays due to circumstances beyond the control of Solomon Corp Field Services will be subject to additional billing.



When it's on the line.

Solomon Corp Field Services will not be responsible for supplying additional back-up generator(s) unless otherwise indicated within this quotation

Solomon Corp Field Services is not responsible for loss production review or any additional emergencies that may arise during the re-energization of this equipment.

To accept this proposal, please issue a purchase order to:

Inside Sales Specialist – Ben O'shea

boshea@solomoncorp.com

Ph: 785-655-2676

Fax: 785-655-2502

Mike Loecker

Cell 785-577-5605

mloecker@solomoncorp.com

Attachments: Solomon Corp Terms and Conditions

When it's on the line.



Standard Terms and Conditions of Sale
Updated, May 2011

Terms of Offer: This quotation constitutes an offer to sell according to the terms included. The offer is good for 30 days from the date of quotation and shall be deemed accepted upon receipt and acceptance of a purchase order. The buyer will be deemed to have assented to all terms and conditions contained herein

Payment terms: Standard payment terms are net 30 days, pending credit approval of the buyer. Solomon Corporation reserves the right to require prepayment or progress payments for products and services of substantial size or financial risk. Any extension beyond these standard payment terms must be approved in writing prior to acceptance of an order. In the event Buyer fails to make payment when due, the buyer's entire account becomes immediately due and payable, and all amount are subject to service charges at the maximum contract rate permissible by law.

Order Cancellation: Orders cancelled after the acceptance of buyer's purchase order will be subject to appropriate cancellation or re-stocking charges. The charges will be dependent on the amount of labor and material expense, including design, engineering and administrative work, that has been completed at the time of order cancellation.

Shipments: All products are shipped FOB buyers designated delivery point unless otherwise specified. Freight charges are included in the purchase price unless otherwise specified in the price quotation. The buyer is responsible for providing labor and equipment to unload Solomon Corporation's truck. Solomon Corporation at its discretion may contract transportation and delivery with outside carriers.

Rescheduled or delayed shipments: Buyer may delay or reschedule shipment without penalty if the delay is within 30 days of the original scheduled delivery date. Delays beyond 30 days may require invoicing, payment and storage charges per Solomon Corporation's Storage policy. Seller will make a good faith effort to complete delivery of the products and services on the scheduled date, but seller assumes no responsibility or liability for inability to deliver for reasons beyond the control of the Seller, unless otherwise agreed to in writing. **The Seller is not liable for any incidental, consequential or liquidated damages arising from delays or failure to give notice of delay.**

Inspection and acceptance: the Buyer shall have seven days from the date of delivery to report any damage, defects or nonconformance that is discernable at the time of inspection. After seven days the buyer is deemed to have accepted the product.

800-234-2867 PO Box 245 103 West Main Solomon, KS 67480 solomoncorp.com

Warranties: Solomon Corporation warrants, to the original purchaser only, that the products and services provided will be free from defects in material or workmanship. The duration of the



When it's on the line.

warranty is one year from the date of delivery or completion of services, unless otherwise specified in the quotation. In the event that the product or service does not conform to specification or is defective in material or workmanship, Solomon Corporation will make the necessary repairs at its own expense. If Solomon Corporation is unable to successfully resolve the issue after a reasonable number of attempts, Solomon Corporation will provide at its option, replacement products, or a full refund of the purchase price. These are the purchaser's exclusive remedies for breach of warranty.

In the event that all or a portion of the products purchased are manufactured by others, the buyer's warranty is with the original manufacturer of those products and subject to the warranty terms and conditions of that manufacturer. Solomon Corporation, as a seller of products manufactured by others, will assist buyer in remediation of warranty claims, but in no circumstance is liable to fulfill the warranty obligation of those manufacturers or to cover expenses that are not covered by original manufacturers' warranty.

Solomon Corporation does not warrant:

- 1) Any product, not manufactured by Solomon Corporation
- 2) That the specification provided by the purchaser are accurate, or fit for a particular use
- 3) Damage caused by failure to provide a suitable installation environment
- 4) Damage caused by use for purposes other than those for which it was designed
- 5) Damage caused by accidents or disasters such as fire, flood, wind and lightning
- 6) Damage caused by unauthorized attachments or modification
- 7) Damage caused by vandalism

Solomon Corporation shall in no event be liable for incidental or consequential damages.

The seller makes no warranty of the merchantability, or fitness for a particular purpose or any other warranty either expressed or implied.



Proposal for Service

Vertiv | Electrical Reliability Services

January 2, 2020

Kaysville City - Transformer Testing

Proposal No. **VRT-19008753**

Version No. 2

Kaysville City

Jordan Arave

721 Old Mill Lane

Kaysville, UT 84037

801-497-6210

jarave@kaysvillecity.com

Site Address:

Kaysville City

721 Old Mill Lane

Kaysville, UT 84037



January 2, 2020

Dear Jordan Arave,

Thank you for your interest in Electrical Reliability Services (ERS). We are pleased to offer the attached proposal for your consideration. ERS will furnish personnel, materials and equipment necessary to complete the project outlined in this proposal. This proposal does not include any state or local taxes that may apply.

Several factors set us apart in the industry including our unsurpassed experience, safety record, state-of-the-art training programs, and professional credentials. As a full charter member of the InterNational Electrical Testing Association (NETA), a recognized leader and ANSI standards developer for the electrical testing industry, you are assured that all testing is performed objectively according to NETA/ANSI standards.

ERS delivers the most complete solutions for electrical system reliability and safety including commissioning and startup services, acceptance and maintenance testing, engineering studies, and electrical and safety training. From testing for problems that could disable your system, to complete turnaround execution, you'll quickly understand how we are your single source solution for all your electrical reliability needs. With a network of more than 30 service locations in North America, ERS has experienced professionals when and where you need them. For more information, visit us on the web at <http://ers.VertivCo.com>.

If you have any questions regarding the attached proposal, please contact me directly at the phone number shown below. I look forward to your response and the opportunity to work together.

Respectfully Submitted,

Jim Wiley
Sr. Sales Engineer

Electrical Reliability Services, Inc.
9736 South Sandy Parkway
Sandy, UT 84070

PHONE (801) 561-0987
CELL (801) 657-0225
EMAIL jim.wiley@vertiv.com

1.0 PROJECT DETAILS

This service proposal is designed using industry standards to provide Kaysville City with economic and safety-related benefits. ERS will furnish personnel, materials and equipment necessary to complete the project outlined in this proposal.

2.0 QUALIFICATIONS

- 2.1 **ACCREDITATIONS / CERTIFICATIONS:** ERS is a full charter member of the InterNational Electrical Testing Association (NETA), a recognized leader and ANSI standards developer for the electrical testing industry. ERS field engineers and technicians must meet the rigorous standards of NETA to become NETA certified. Once certified, they must undergo continuing education to maintain their NETA Certification level and keep abreast of the latest technologies.
- 2.2 **PERSONNEL:** The ERS team is comprised of registered professional engineers, degreed electrical engineers, and NETA certified Level II, III, and IV technicians that are experienced in the operation and maintenance of electrical distribution systems. Resumes are available upon request.
- 2.3 **TEST EQUIPMENT AND CALIBRATION:** ERS maintains a large inventory of state-of-the-art test equipment and diagnostic software. To ensure the accuracy of the test results, all of our field test equipment and secondary standard laboratory equipment are calibrated according to NETA Maintenance Testing Specifications Section 5.3 and are traceable to the National Institute of Standards and Technology (NIST).
- 2.4 **PROPRIETARY TEST SOFTWARE:** ERS's proprietary testing software improves the speed and efficiency of the data acquisition process, saving both time and money. The intelligent forms and built-in quality control ensure the accuracy of the test data through automatic identification of test values outside of the acceptable parameters. The application also stores and organizes millions of test values for various types of electrical equipment--providing an unprecedented historical database of test values critical for trending purposes.

3.0 SAFETY

We are committed to the safety of our employees and yours. Personal safety involves the application of policies and procedures combined with the right attitude, knowledge, and tools that will help you manage risk. ERS's safety organization includes a dedicated Environmental, Health & Safety Manager at the corporate level as well as safety officers and committees at the local level. ERS's Safety Program Includes:

- Written Electrical Safety-Related Work Practices/Procedures
- Training for qualified workers
- Protective equipment and materials
- Safety Records indicating attendees of all training, re-training, shop safety meetings, and tailgate safety meetings
- Mandatory safety meetings
- Safety Compliance including *unannounced* audits of this program
- Accident investigation and reporting

4.0 SCOPE OF WORK

- 4.1 For the Transformer Testing portion of the project scope of work, the following equipment will be tested or evaluated in accordance with the included Transformer Testing Specifications. Please refer to section 4.0 of the specifications section for all Project specific clarifications and exceptions.

Item	Qty	Device Summary
<u>1</u>		<u>East Substation - Approx 200 North 50 East</u>
1.1		Transformer - M1
1.1.1	1	Secondary Substation Transformer - Liquid-Filled, Rating: 10000KVA , CGPower Systems, 43 kV - 12.47kV, 10MVA
1.1.2	3	Voltage Regulator - Medium Voltage - Step-Type, Rating: 15KV
1.2		Transformer - East Sub
1.2.1	1	Secondary Substation Transformer - Liquid-Filled, Rating: 10000KVA , Waukesha, 43 kV - 12.47kV, 10MVA
1.2.2	3	Voltage Regulator - Medium Voltage - Step-Type, Rating: 15KV
1.3		Transformer - West Sub
1.3.1	1	Secondary Substation Transformer - Liquid-Filled, Rating: 10000KVA , Westinghouse, 43 kV - 12.47kV, 10MVA
1.3.2	3	Voltage Regulator - Medium Voltage - Step-Type, Rating: 15KV
<u>2</u>		<u>West Substation - Approx 200 North 650 West</u>
2.1		Main - Transformer
2.1.1	1	Secondary Substation Transformer - Liquid-Filled, Rating: 10000KVA , Westinghouse, 43 kV - 12.47kV, 10MVA
2.1.2	3	Voltage Regulator - Medium Voltage - Step-Type, Rating: 15KV
<u>3</u>		<u>Shick Substation - Approx 200 North Wellington Dr</u>
3.1		Main - Transformer
3.1.1	1	Secondary Substation Transformer - Liquid-Filled, Rating: 10000KVA , Waukesha, 138 kV - 12.47kV, 10MVA
3.1.2	3	Voltage Regulator - Medium Voltage - Step-Type, Rating: 15KV
<u>4</u>		<u>Burton Substation - Approx - Deseret Dr. & Country Mill Dr.</u>
4.1		Main - Transformer
4.1.1	1	Secondary Substation Transformer - Liquid-Filled, Rating: 10000KVA , Delta Star, 138 kV - 12.47kV, 10MVA
4.1.2	3	Voltage Regulator - Medium Voltage - Step-Type, Rating: 15KV
<u>5</u>		<u>Kaysville Main Office - 721 Old mill Lane</u>
5.1	1	Voltage Regulator - Medium Voltage - Step-Type, Rating: 15KV

6 **Clarifications**

- 6.1 Customer to perform all switching and grounding of transformers
- 6.2 Price is based on performing maintenance on one (1) transformer and its associated regulators per day.
- 6.3 Oil Samples are not part of the scope of this work.

5.0 PROJECT COST

The program specified in this proposal can be performed for the sum(s) of:

Base Scope of Work - Transformer Testing - Kaysville City_Transformer Maintenance	\$ 30,205.00
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This price assumes that all work can be performed based on 8 hours per day, starting at 8 am, Weekdays Only, (excluding holidays) exclusive of taxes. Straight Time Rates will apply.

Any optional work scope will be billed 100% at time of completion of those services.

Unless otherwise noted above payment terms: Net 30 days from date of Seller's invoice.

6.0 GENERAL CUSTOMER RESPONSIBILITIES

In support of the project described herein, we ask that Kaysville City provide the following as applicable:

- 6.1 **EQUIPMENT ACCESS:** Convenient access to the equipment covered by the Scope of Work, and shall provide any special lifting or racking devices needed prior to start of any work by ERS.
- 6.2 **PERSONNEL:** Qualified personnel trained in arc flash protection with appropriate arc flash personal protective equipment (PPE) to gain access to energized electrical conductors and circuit parts required for ERS to perform the proposed scope of work.
- 6.3 **DOCUMENTATION:** Documents listing all protective device settings, any necessary electrical drawings and manufacturer's instruction manuals. If drawings and settings are not available, ERS can update one-line drawings and perform a coordination study for an additional fee.
- 6.4 **UTILITY OUTAGES:** Arrange and pay for any utility outages that may be required to de-energize equipment to be tested by ERS.
- 6.5 **SWITCHING:** Customer shall perform all switching required to de-energize or energize equipment associated with this project. If ERS is required to perform switching, customer must sign and submit an ERS Switching Agreement. ERS shall not perform energized switching of any electrical distribution equipment as part of this or any other Scope of Work without a signed Switching Agreement relieving ERS of any and all liability associated with such switching activity.
- 6.6 **DATA COLLECTION:** Breakers/Switches are occasionally tripped by accident during removal of equipment covers. In instances where the customer chooses to have ERS remove equipment covers, the customer holds ERS harmless of any and all liability associated with said activity.
- 6.7 **SITE ACCESS:** Prior to start of work, provide all site specific and generic safety training and security requirements for ERS employees to perform work at customer site. Any additional training requirements not specifically listed in customer specification or Request for Proposal will be charged as an additional fee.

7.0 GENERAL CLARIFICATIONS AND ASSUMPTIONS

- 7.1 **NOTICE:** To allow the proper scheduling of both manpower and test equipment necessary to perform this work on a mutually agreeable date, please allow a minimum of four weeks advance notice prior to scheduling. Dependent upon ERS's current work load and availability, additional charges for travel labor/expenses and test equipment may be required for work that is requested to be scheduled with less than two weeks advance notice.
- 7.2 **PRICE:** The price above is based on assumption of accuracy of the electrical system data supplied to ERS by Kaysville City (e.g. single-line diagram, equipment list or other source). Any unplanned time necessitated by inaccuracies of this information due to restricted site access, deficiencies discovered or failure of Kaysville City to follow OSHA 1910 and NFPA 70E safety guidelines (e.g. safety equipment, procedures) will result in a work stoppage additionally billed on a time and material basis in accordance with our current published rates for applicable class of service.
- 7.3 **STANDBY TIME:** Any unplanned standby time necessitated by Kaysville City operating conditions will be additionally billed on a time and material basis in accordance with straight, overtime or premium rates.
- 7.4 **RETESTING / REPAIRS:** Any equipment found to be defective requiring re-tests, repairs, non-routine troubleshooting or other work not specifically listed in this proposal shall be considered additional workscope, and a chargeable fee.
- 7.5 **DELAYS / CANCELLATION:** ERS is not responsible for any delays or cancellations due to weather. It is the client's responsibility to communicate the re-scheduling of any work due to adverse weather. The client will be charged for any time incurred by ERS due to weather delays or cancellations.
- 7.6 **CORRECTIVE ACTION:** Much of the work proposed is investigative in nature and could reveal a need for corrective maintenance, replacement of parts, or even replacement of complete system elements to improve the distribution system's reliability, operation, and safety. If any defects found during this project require immediate attention, the costs incurred by ERS for these repairs will be billed additional. However, no such work will be performed without your prior approval.
- 7.7 **SCOPE CHANGES:** The price is based on the work scope at the time of quotation. Any changes in work scope that occur prior to the job acceptance will require a separate quotation and change order.
- 7.8 **PARTS:** Any parts found defective during the maintenance will be quoted separately.
- 7.9 **METHOD OF PROCEDURE:** This proposal does not include any method of procedure (MOP) development or meeting time. ERS would be pleased to offer assistance or develop any required MOP's for an additional fee.
- 7.10 **MOBILIZATION:** This proposal includes a limited amount of mobilizations that result in the most cost effective and efficient execution of the project. Any additional mobilizations, or additional trips requested by the customer will incur additional mobilization charges.
- 7.11 **TRAVEL NOTIFICATION:** Pricing for all project travel in this proposal assumes notification of dates to ERS at least two weeks in advance of any travel requirement. Should ERS receive notifications with less than two weeks advance notice, impacting travel costs (airline tickets, hotel costs, etc.), the added costs may be considered additional to the original proposal.

8.0 TERMS AND CONDITIONS

- 8.1 **CONFIDENTIAL INFORMATION:** The information contained in this proposal is considered to be of a confidential and proprietary nature, the rights of which belong to ERS and are protected under copyright and trade secret laws. This information is being provided to the purchaser to evaluate ERS's proposal and performance should a contract be awarded to ERS. Neither this proposal nor any information contained herein nor any proprietary information furnished pursuant thereto, shall be disclosed to others or used for any purpose other than set forth above without the prior written approval of Electrical Reliability Services.
- 8.2 **GENERAL PROVISIONS:** All work shall be performed in accordance with ERS Terms and Conditions, which are attached to this proposal. No other terms and conditions are acceptable unless agreed to by ERS in writing.
- 8.3 **EXPIRATION OF PROPOSAL:** This proposal shall remain valid for 60 days from the date of issue.

ACCEPTANCE OF PROPOSAL

Kaysville City has read Proposal No.VRT-19008753 in its entirety, and hereby authorizes Vertiv Corporation, and/or its affiliates, to proceed with executing the Scope of Work referenced herewith in the amount of **\$ 30,205.00**.

All work will be performed in accordance with ERS Standard Terms and Conditions, which are attached to this proposal. No other terms and conditions are acceptable, unless agreed to by Electrical Reliability Services in writing. The signatory below is duly appointed by and authorized by Kaysville City to execute this agreement and to bind same to the terms and conditions of this proposal.

We look forward to working with Kaysville City on this project. Should you have any questions regarding this proposal, please do not hesitate to contact me at (801) 561-0987 or email me at jim.wiley@vertiv.com .

Kaysville City	Buyer Signature Required	Date
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Printed Name	Title	Printed Name	Title
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Purchase Order must be assigned to:

Electrical Reliability Services
610 Executive Campus Dr
Westerville OH 43082

Payment Remittance address:

Electrical Reliability Services
24865 Network Place
Chicago, IL 60673-1248

FID# 94-1742896

PO should be mailed to:

Electrical Reliability Services
9736 S 500 W
Sandy, UT 84070
Attn: Jim Wiley

Please provide the following information:

Purchase Order Number*:	Phone:
Billing Contact Person:	Fax:
Person Authorizing Payment:	Phone:
Billing Company Name:	Federal Tax ID:
Billing Address:	Taxable? Yes / No
Billing City, ST Zip:	If non-taxable, fax copy of tax exempt certificate
Site Contact Person:	Phone:
Email Invoices? Yes/No	Email Address:

* If a Purchase Order is provided, a hard copy must be included.

Specifications - Transformer Testing

Kaysville City_Transformer Maintenance

1.0 PROJECT DETAILS

The NFPA Standard 70B Electrical Equipment Maintenance guidelines states "Electrical equipment deterioration is normal, but failure is not inevitable." An effective electrical maintenance testing program identifies and recognizes factors leading to deterioration and provides measures for coping with these factors. A well-administered testing program can reduce accidents, save lives and minimize costly breakdowns and unplanned shutdowns of production equipment. Benefits of an effective electrical testing program fall into two categories: a) direct measurable economic benefits are derived by reduced cost of repairs and reduced down time. b) less measurable but very real benefits result from improved safety in the operation of the electrical system.

2.0 PROCEDURES

ERS will complete the work per the following specifications for each of the items listed in the equipment inventory section. These specifications were developed from standard NETA Specifications, customer input, past experience and customized for your budget, equipment condition and time considerations. Where applicable, the associated NETA testing specification section has been included for reference only and is not intended to be all inclusive.

2.1 STANDARD

Transformers, Liquid-Filled

Visual and Mechanical

- Inspect physical and mechanical condition.
- Inspect anchorage, alignment, and grounding.
- Verify the presence of PCB labeling, if applicable.
- Prior to cleaning the unit, perform as-found tests, if required.
- Clean bushings and control cabinets.
- Verify operation of alarm, control, and trip circuits from temperature and level indicators, pressure relief device, and fault pressure relay, if applicable.
- Verify that cooling fans and/or pumps operate correctly.
- Inspect bolted electrical connections for high resistance using one or more of the following methods:
 - Use of a low-resistance ohmmeter in accordance with NETA MTS Section 7.2.2B.1.
 - Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA MTS Table 100.12.
 - Perform a thermographic survey in accordance with NETA MTS Section 9.
- Verify correct liquid level in tanks and bushings.
- Verify that positive pressure is maintained on gas-blanketed transformers.
- Perform inspections and mechanical tests as recommended by the manufacturer.
- Test load tap-changer in accordance with NETA MTS Section 7.12.
- Verify the presence of transformer surge arresters.
- Perform as-left tests.
- Verify de-energized tap-changer position is left as specified.

Electrical Tests

- Perform resistance measurements through bolted connections with a low-resistance ohmmeter, if applicable, in accordance with NETA MTS Section 7.2.2.A.8.1.

- Perform insulation-resistance tests, winding-to-winding and each winding-to-ground. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA MTS Table 100.5. Calculate polarization index.
- Perform turns-ratio tests at the designated tap position.
- Perform insulation power-factor or dissipation-factor tests on all windings in accordance with test equipment manufacturer's published data.
- Perform power-factor or dissipation-factor tests on each bushing equipped with a power-factor/capacitance tap. In the absence of a power-factor/capacitance tap, perform hot-collar tests. These tests shall be in accordance with the test equipment manufacturer's published data.
- Perform excitation-current tests in accordance with the test equipment manufacturer's published data.
- Measure the resistance of each winding at the designated tap position.
- If the core ground strap is accessible, remove and measure the core insulation resistance at 500 volts dc.
- Test the surge arresters in accordance with NETA MTS Section 7.19.
- Test the transformer neutral grounding impedance devices.

Regulating Apparatus, Voltage, Step-Voltage Regulators

Visual and Mechanical

- Inspect physical and mechanical condition.
- Inspect anchorage, alignment, and grounding.
- Record position indicator as-found, maximum, and minimum values.
- Prior to cleaning the unit, perform as-found tests.
- Clean the unit.
- Verify correct auxiliary device operation.
- Inspect bolted electrical connections for high resistance using one or more of the following methods:
 - Use of a low-resistance ohmmeter in accordance with NETA MTS Section 7.12.3.B.1.
 - Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA MTS Table 100.12.
 - Perform a thermographic survey in accordance with NETA MTS Section 9.
- Verify motor and drive train for correct operation and automatic motor cutoff at maximum lower and maximum raise.
- Verify correct liquid level in all tanks.
- Perform specific inspections and mechanical tests as recommended by the manufacturer.
- Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
- Perform as-left tests.
- Record as-found and as-left operation counter readings.

Electrical Tests

- Perform insulation-resistance tests in any off-neutral position in accordance with NETA MTS Section 7.2.2.
- Perform insulation power-factor or dissipation-factor tests in accordance with NETA MTS Section 7.2.2.
- Perform special tests and adjustments as recommended by manufacturer.
- Perform turns-ratio test on each voltage step position. Verify that the indicator correctly identifies all tap positions.
- Verify accurate operation of voltage range limiter.
- Verify operation of heaters.

3.0 CUSTOMER RESPONSIBILITIES

In support of the project described herein, we ask that Kaysville City provide the following:

- 3.1 **PROTECTIVE DEVICE SETTINGS:** Prior to ERS mobilization, customer shall provide the protective device settings to be used during the maintenance testing. In the absence of engineered settings, the devices will be tested and left on an "as found" basis. Note: It must be considered that the system may not operate properly without engineered settings. Additional mobilizations to install settings and retest protective devices will result in additional cost.
- 3.2 **MV CABLE TESTING:** When MV cables are included in the scope of work for this proposal, Customer shall be responsible for the preparation of medium voltage cables for testing prior to start of any work by ERS.
- 3.3 **TEST POWER:** Test power will be provided by the client, as required, within 50 feet of the equipment to be tested. This may require up to 150kW, (125A at 480VAC single phase), and DC power as required for function testing.

4.0 CLARIFICATIONS AND ASSUMPTIONS

- 4.1 **PARTS:** Any parts found defective during the maintenance will be quoted separately.
- 4.2 **THERMOGRAPHIC INSPECTION:** If ERS is to perform an Infrared Survey or Thermographic Inspection, unless otherwise specified in this proposal, customer must provide a qualified representative for purposes of providing access to all electrical equipment, including the removal , opening, and reinstall of all panel covers as required for the inspection. The site representative must be trained and knowledgeable on OSHA Electrical Safe Work Practices, NFPA 70E electrical Arc Flash Safety, and must don the appropriate PPE for the hazards associated with all tasks while performing the survey/inspection.

SERVICES TERMS AND CONDITIONS

Electrical Reliability Services Inc. is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any applicable Fee Schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. PRICES: Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for ninety (90) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such ninety (90) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.

2. TAXES: Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. TERMS OF PAYMENT: Buyer shall be billed monthly. Seller, at its discretion, may require monthly progress payments for services requiring more than thirty (30) days to complete. Terms of payment are not 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other remedies Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future performance of Services or provision of Parts. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue performance of Services and provision of Parts.

4. SHIPMENT AND DELIVERY: While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. If the provision of Services or shipment of the Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom.

5. LIMITED WARRANTY: Seller warrants to Buyer that the Services will be performed by trained personnel using proper equipment and instrumentation for the particular service. Seller warrants that any analysis of data, subsequent recommendations and other services will be in accordance with applicable established industry standards and practices. Seller warrants the proper performance of the Services for a period of ninety (90) days from the completion of the Services. Warranties applicable to third party equipment, parts or materials furnished by Seller shall be that of the manufacturer of such Parts and only to the extent assignable to Buyer. EXCEPT AS SPECIFIED ABOVE, THIRD PARTY SERVICES AND/OR PARTS ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

If within thirty (30) days after Buyer's discovery of any warranty defects within the warranty period, Buyer notifies Seller thereof in writing, Seller shall, at its option, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for that portion of the services or equipment found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Equipment repaired or replaced during the warranty period shall be covered by the foregoing warranties for the remainder of the original warranty period or thirty (30) days from the date of shipment, whichever is longer.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

6. LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. 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 SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or 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; acts or omissions of Buyer, including, without limitation, those specified in Section 16; or any events or causes beyond Seller's reasonable control. Performance of Services and deliveries of Parts may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

8. CANCELLATION: Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

9. CHANGES: Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-to-order for

Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

10. NUCLEAR/MEDICAL: SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

11. ASSIGNMENT: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

12. INSPECTION: Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

13. BILLABLE SERVICES: Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following: a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any Services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; or d) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein.

14. NON-SOLICITATION: Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Buyer and for a period of one (1) year after the last provision of Services. In the event that an employee of Seller is hired or leaves the employ of Seller in such circumstances, the Buyer shall pay Seller, as compensation for the cost incurred by Seller in recruiting and training the employee, the sum equivalent to six (6) months pay for each employee hired from or leaving the employment of Seller.

15. GENERAL PROVISIONS: These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the county of Franklin, state of Ohio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, 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.

16. ADDITIONAL SERVICE CONDITIONS: The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment and provide safe working conditions. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligations whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Seller removed Parts become the property of Seller. Seller shall not perform any electrical power switching or services on energized electrical equipment unless specifically requested by Buyer, under the supervision of the Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching or services on energized electrical equipment, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING OR SERVICES ON ENERGIZED ELECTRICAL EQUIPMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING OR SERVICES ON ENERGIZED ELECTRICAL EQUIPMENT, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER THE SELLER OR THE BUYER. IF OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

17. INSURANCE: Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$1,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements.

18. INDEMNITY: Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

Kaysville Substation Testing Proposal

Kaysville City Power

1/2/2020

Attention Jordan Arave
Substation Technician



Advanced Electric Systems
441 West Power line Road
Heber, Utah 84032
(801) 420-2817
www.advanced-elec.com



Jordan Arave

Kaysville City Power
721 W Old Mill Lane
Kaysville, UT 84037

Mobile: 801-497-6210
Email: Jarave@kaysvillecity.com

January 2, 2020

Thank you for this opportunity to provide you with this substation testing proposal. Advanced Electric Systems (AES) specializes in the service and maintenance of high and low voltage substations and power plant. AES also provides dielectric oil services for high voltage utility equipment such as vacuum oil filling, SF6 vacuum filling and FR3 insulating fluid retrofits. AES has been providing these services for over 25 years to many industrial businesses, local electrical utilities and private contractors across the Western United States.

Introduction: Who is Advanced Electric Systems?

Advanced Electric Systems (AES) has been serving the Western United States for over 25 years. The company was started by Mr. Matt C. Hancock in the late 1980's in an effort to fill a technical need in the high voltage utility industry. Matt was later joined by a longtime friend and colleague Mr. Tony Fieldsted who brings many years of experience and expertise to the company.

AES has been serving the electrical utility industry by providing IEEE and NETA testing, maintenance programs, transformer oil services as well as analytical consulting. It has been Advanced Electric Systems privilege to serve public and investor owned utilities as well as many great industrial electrical contractors and businesses over these past years.

In July 2016 AES joined Quanta Service a team of electric power professional operating with the efficiencies of one powerful company. Quanta Services has the knowledge and expertise to handle a full spectrum of power projects, from the most straightforward single-component installations to the most complex. Quanta Services has provided AES with the support and tools to handle any job.

As we look forward to the future we are confident that we will be here serving this great industry. It is a goal and special focus of AES to serve this industry as we move toward energy independence and environmental responsibility. Electrical equipment and systems are becoming more efficient and better engineered, many of these systems are computer automated and precisely controlled and measured. We too must become better educated to keep these systems operating correctly and efficiently. Accurate testing methods and maintenance procedures are now the requirement not just the rule. It is imperative that plant maintenance programs comply with the Western Electric Coordination Council (WECC) as well as Federal Energy Regulatory Commission (FERC) requirements.

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Testing Proposal

AES will provide the administration concise testing reports for each apparatus inspected and tested.

Six substation transformers will be tested based on tests required by Kaysville City power administration. Tests will include the following

- Megger and winding resistance tests
- Turn Test Ratio (TTR) testing on primary and secondary windings
- Power factor and excitation testing on primary and secondary winding
- Power factor C1,C2 testing on primary and secondary transformer bushings

Nineteen single phase regulators will be tested based on the tests required by Kaysville City Power administration. Tests will include the following

- Regulator Turns Test Ratio (TTR) 32 step testing
- Alarm, instrumentation and load tracking tests

Total for substation testing above. \$45,420

(Rate Schedule A) Advanced Electric does not expect the total cost of the job to exceed the amounts indicated above however, if additional testing and commission services are need the costs will be charged as follows:

2019 AES Rate Sheet

	Regular Time	Over Time	Double Time
Project Manager	\$113.00	\$113.00	\$113.00
Test Engineer	\$102.00	\$153.00	\$204.00
Technician	\$82.00	\$123.00	\$164.00

Mobilization, travel and per-diem will be charged at cost plus 10%

Regular Hours (7:00am – 3:30pm Monday-Friday)

Overtime Hours (will be charged outside of regular week day scheduled hours)

Double Time Hours (will be charged for any working holiday or Sundays)

Electrical test equipment cost plus 10% administration and overhead

Materials cost plus 15%

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(If CLIENT or COMPANY's requires additional testing or labor beyond the scope of this outline the cost must be authorized by change order and will be billed based on Advanced Electric rate schedule attached.)

TERMS and CONDITIONS

CONTRACT TERMS: This contract shall be effective for a term of 5 years from and after the effective date hereof. For each Contract Year under this Agreement (commencing as of January 1 and ending as of December 31), the Parties shall meet and negotiate a new Budgetary Estimate based on the work to be completed sometime during each budget year based on a Billing Rate Schedule (attached as rate schedule "A").

CONTRACT PRICE: All work shall be completed using the hourly rates agreed to in rate schedule "A" and not to exceed the agreed upon budget estimate submitted during the Association's budget process the prior year.

SWITCHING: CLIENT or COMPANY shall perform all switching and grounding if required to de-energize or energize equipment associated with this project. CLIENT or COMPANY will disconnect any bussing, conductors or infrastructure necessary to access equipment for testing and service. CLIENT or COMPANY will provide a lock out tag out clasp for CONTRACTOR to place locks and tags for each switch and control to be isolated and locked out. If requested AES can provide qualified high voltage personnel to complete all required switching, grounding and lockout-tag out requirements.

SUBSTATION EQUIPMENT ACCESS: Prior to start of work, COMPANY OR CLIENT will provide all site specific access to bussing, switchgear, ground grid, transformers breakers, switches, relays, capacitor banks and all other electrical equipment that is listed in the work scope. In addition COMPANY or CLIENT will provide personnel lift equipment to access above ground electrical apparatus included in testing scope. CONTRACTOR can provide personnel lift equipment by request of COMPANY or CLIENT only and will be billed based on AES rate schedule A attached.

SITE ACCESS: Prior to start of work, CLIENT will provide all site specific and generic safety training and security requirements for CONTRACTOR employees to perform work at COMPANY's site.

PRICE: The price above is based on assumption of accuracy of the electrical equipment data supplied to CONTRACTOR by CLIENT. Any unplanned time necessitated by inaccuracies of this information due to restricted site access, deficiencies discovered or failure of CLIENT to follow OSHA 1910 and NFPA 70E safety guidelines (e.g. safety equipment, procedures) will result in a work stoppage additionally billed on a time and material basis in accordance with CONTRACTOR rate schedule.

RETESTING / REPAIRS: Any equipment found to be defective requiring re-tests, repairs, non-routine troubleshooting or other work not specifically listed in this proposal shall be considered additional work scope, and will be billed based on CONTRACTORS rate schedule.

DELAYS / CANCELLATION: CONTRACTOR is not responsible for any delays or cancellations due to scheduling or weather. It is the CLIENT's responsibility to communicate the re-scheduling of any work prior to and in advance of contractors mobilization. The CLIENT will be charged for any time incurred by CONTRACTOR due to weather delays, scheduling conflicts or cancellations.

FOUND OR DAMAGED EQUIPMENT: Any found or damaged equipment that requires corrective maintenance, replacement of parts, or even replacement of complete system elements to improve the system's reliability, operation, and safety will be evaluated by CLIENT or COMPANY. If any defects found during this project require immediate attention, the costs incurred by CONTRACTOR for these repairs will be billed based on CONTRACTORS rate schedule A. However, no such work will be performed without prior approval in writing.

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SCOPE CHANGES: The price for this project is based on the work scope at the time of quotation. Any changes in work scope that occur prior to the job acceptance will require a separate quotation and change order.

GENERAL PROVISIONS: All work shall be performed in accordance with CONTRACTOR terms and conditions, which are attached to this proposal. No other terms and conditions are acceptable unless agreed to by CONTRACTOR in writing.

EXPIRATION OF PROPOSAL: This proposal shall remain valid for 60 days from the date of issue. Please allow two to four weeks' notice prior to start date of the proposed scope of work.

SIGNATURE PAGE ACCEPTANCE OF PROPOSAL

CLIENT accepts the terms and price of this proposal by authorized signature below. CLIENT will notify CONTRACTOR and issue a PO for the entire price of the proposal within two week of the signature date. Contractor will then proceed with the work scope attached.

CONTRACTOR:
Advanced Electric Systems
441 West Power Line Road
Heber, Utah 84032

COMPANY:
Kaysville City Power
721 W Old Mill Lane
Kaysville, UT 84037

Payment Remittance addresses:
Advanced Electric Systems
441 West Power Line Road
Heber, Utah 84032

Attn: Matt Hancock mhancock@advanced-elec.com
Please provide the following information:
Purchase order number and signed copy
Company Name and billing address:
Company contact information phone and email:

This Day the _____ of (Month) _____ Year of _____

CLIENT Authorized Signature: _____

Printed Name: _____

Authorized Persons Title: _____

CONTRACTOR Authorized Signature: _____

Printed Name: _____

Authorized Persons Title: _____

STAFF REPORT



COUNCIL MEETING DATE: January 23, 2020

TYPE OF ITEM: Action

PRESENTED BY: Cole Stephens

SUBJECT/AGENDA TITLE: An Ordinance creating Chapter 12-5, Parks and Recreation Advisory Board, of Title 12, Parks, Public Property

EXECUTIVE SUMMARY:

Consideration for the addition to Title 12 Parks, Public Properties, and Recreation with the creation of Chapter 5 – Parks and Recreation Advisory Board. Changes have been incorporated from the work session held on January 9, 2020 to indicate a seven (7)-member citizens committee.

Council Options: Approve / Disapprove or table for more information

Recommended Options: Approve

Fiscal Impact & Fund Source for Recommended Action: NA

Attachments: Ordinance Title 12 Chapter 5 – Parks and Recreation Advisory Board

ORDINANCE XX-XX-XX

**AN ORDINANCE ENACTING TITLE 12-5 PARKS AND RECREATION
ADVISORY BOARD; PROVIDING FOR REPEALER; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Kaysville City has a desire to run an efficient Parks and Recreation Department that is responsive to the needs and desires of the citizenry; and

WHEREAS, Kaysville City also has a desire the opportunity to involve more residents in activities that promote civic engagement; and

WHEREAS, creating a Parks and Recreation Advisory Board is one way to encourage citizens engagement; and

WHEREAS, creating a Parks and Recreation Advisory Board is one way to facilitate citizen input on issues regarding the amenities provided by the Parks and Recreation Department; and

WHEREAS, the City Council of Kaysville City finds it to be in the best interest of its citizens to enact this portion of the 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: Enactment. Title 12, Chapter 5, Parks and Recreation Advisory Board shall be enacted to read as follows:

12-5-1 Board, Membership

There is hereby established the "Kaysville Parks and Recreation Advisory Board." It shall be composed of seven (7) members, all of whom shall reside in the City for at least one year prior to their appointment and be residents of the City. Appointments shall be made by the Mayor with the advice and consent of the City Council.

12-5-2 Term of Office

Each appointed member shall serve a staggered term of four (4) years except upon creation of this board three (3) members shall serve an initial term of two (2) years, except that term of the member who is likewise a member of the City Council shall be as determined by the Mayor with the advice and consent of the City Council.

12-5-3 Mode of Appointment

The members of the Parks and Recreation Advisory Board shall be residents of the city and solely on the basis of qualification for the position. Appointments to fill vacancies shall be made at any time to fill the unexpired terms of any member. Appointments shall be nonpolitical, and appointees shall be selected from different vocational interests insofar as possible.

12-5-4 Removal of Members

Any member of the Parks and Recreation Advisory Board may be removed, with or without cause, by the Mayor with the advice and consent of the City Council. A member shall be removed for failure to attend three (3) consecutive board meetings.

12-5-5 Rules

The Parks and Recreation Advisory Board shall formulate its own rules for selection of a chairman, vice chairman and secretary from its membership, the time, place and manner of calling the meetings and other procedural matters, and may adopt rules and regulations for the conduct of its business consistent with City Code. The Parks and Recreation Advisory Board should meet as often as necessary to conduct necessary business. Provided that there shall be at least one meeting each quarter. Written minutes shall be kept of each meeting and the minutes shall be adopted by the Board at a future Board meeting.

Chairman and Vice Chairman; Conduct of Meetings; The Parks and Recreation Advisory Board will appoint from among the Advisory Board members a chairman and vice chairman of the board. The chairman and vice chairman shall serve in such capacity for the length of two years. The chairman shall preside over the meetings of the Advisory Board, and the vice chairman shall act for the chairman during the chairman's absence. All members of the Advisory Board shall attend such meetings. No action shall be taken by the board except by the affirmative vote of at least (3) Advisory Board Members. Three (3) Advisory Board members shall constitute a quorum.

12-5-6 Scope and Function

The Parks and Recreation Advisory Board shall function as a planning, advisory, and coordinating body for the City in matters pertaining to parks and recreation plans and programs. Their efforts will be fully coordinated with the Parks and Recreation Department and all actions or proposed actions will be submitted through the City staff and will receive approval of the City Council prior to implementation. The Board is not empowered to bind or obligate the City or any of its departments, except as approved by the City Council, within the framework of approved plans or programs.

12-5-7 Duties

It shall be the duty of the Parks and Recreation Advisory Board to submit to the City a master parks and recreational plan. The Parks and Recreation Advisory Board is to coordinate its efforts with the Kaysville City Planning Commission to assure correlation of effort. Coordination shall also be assured with appropriate City staff and affected departments. The Parks and Recreation Advisory Board may include as an integral part of its program and fund raising activities to finance such programs, the use of volunteers, etc., providing prior approvals required in Section 12-5-6 are obtained. The Board shall submit to the City an annual outline of goals and activities it intends to undertake. The normal and ongoing programs of the Parks and Recreation Department will not necessarily be included in the plan as they are defined and supported by the Parks and Recreation Department in their budget submissions.

12-5-8 Salary

Each member of the Parks and Recreation Advisory Board shall receive compensation as fixed by resolution of the City Council.

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 City Council of Kaysville, Utah, this **23rd day of January, 2020.**

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

CITY COUNCIL STAFF REPORT



MEETING DATE: January 23, 2020

TYPE OF ITEM: Action

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Preliminary plat for the Boynton Corner Subdivision at approximately 711 North Fairfield Road – Davis and Weber Counties Canal Company.

EXECUTIVE SUMMARY:

The Davis and Weber County Canal Company is seeking approval for a lot split and a conditional use permit for a utility substation at the subject address. The existing lot is zoned R-A and is .82 acres or 35,207 sq. ft. in size. The subdivision proposal will keep a lot for the existing home on a parcel of 22,215 sq. ft. or 0.51 acres and a new lot with 12,871 sq. ft. or 0.30 acres for the substation. This complies with the size and frontage requirements for the lot which will maintain the home, and creates a lot that is smaller than the standard allowed of the R-A zone but complies with [KCC 17-31-15](#) which allows for deviation in typical lot requirements for public utility substations.

The applicant has provided plans for the secondary water pump station.

17-31-15 Public Utility Substations

... Public utility substations may be allowed with less than the required lot area, width and yards for the zone in which located.

Council Options: Approve, deny, table for more information.

Recommended Options: The Planning Commission voted unanimously to recommend approval of the preliminary plat as proposed.

Reasoning:

Per 17-31-15, the subdivision plat meets all applicable ordinances and standards with the existing conditional use approval for a public utility substation.

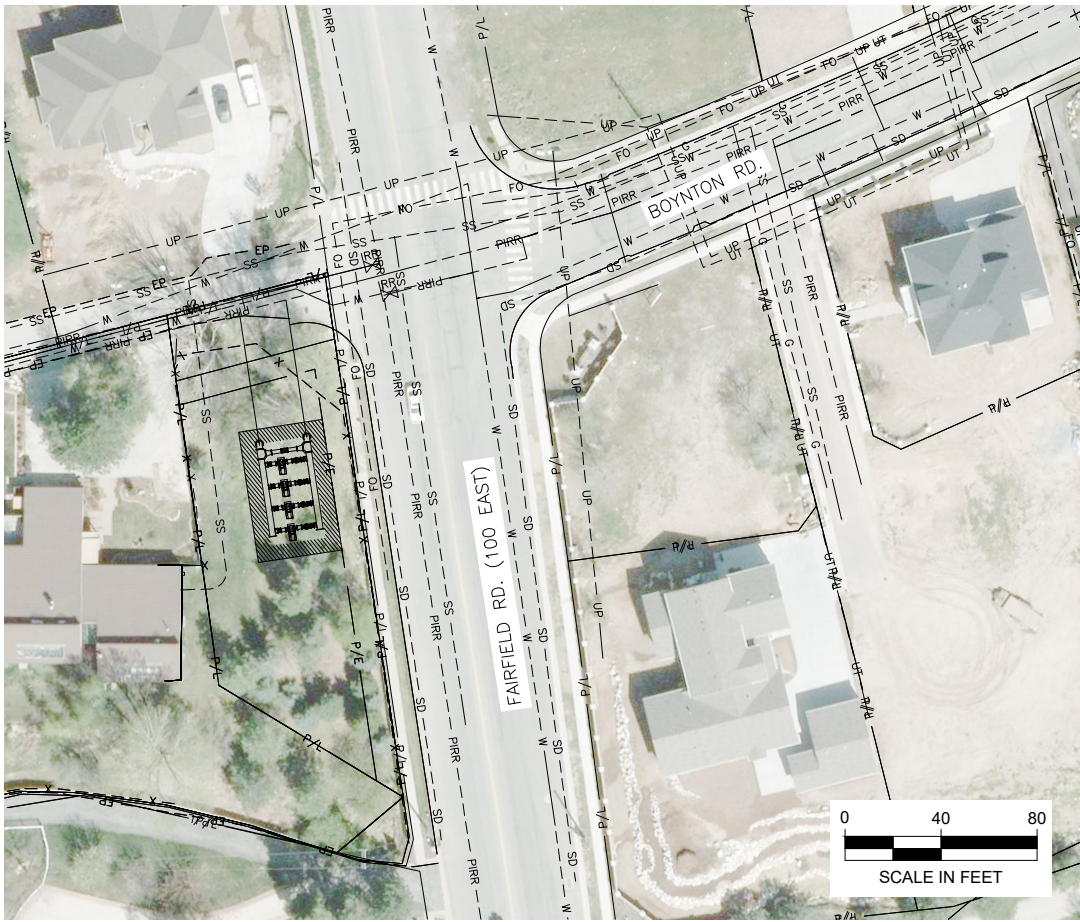
Fiscal Impact & Fund Source for Recommended Action: N/A

Attachments: Location Map, Site Plan, Subdivision Plat

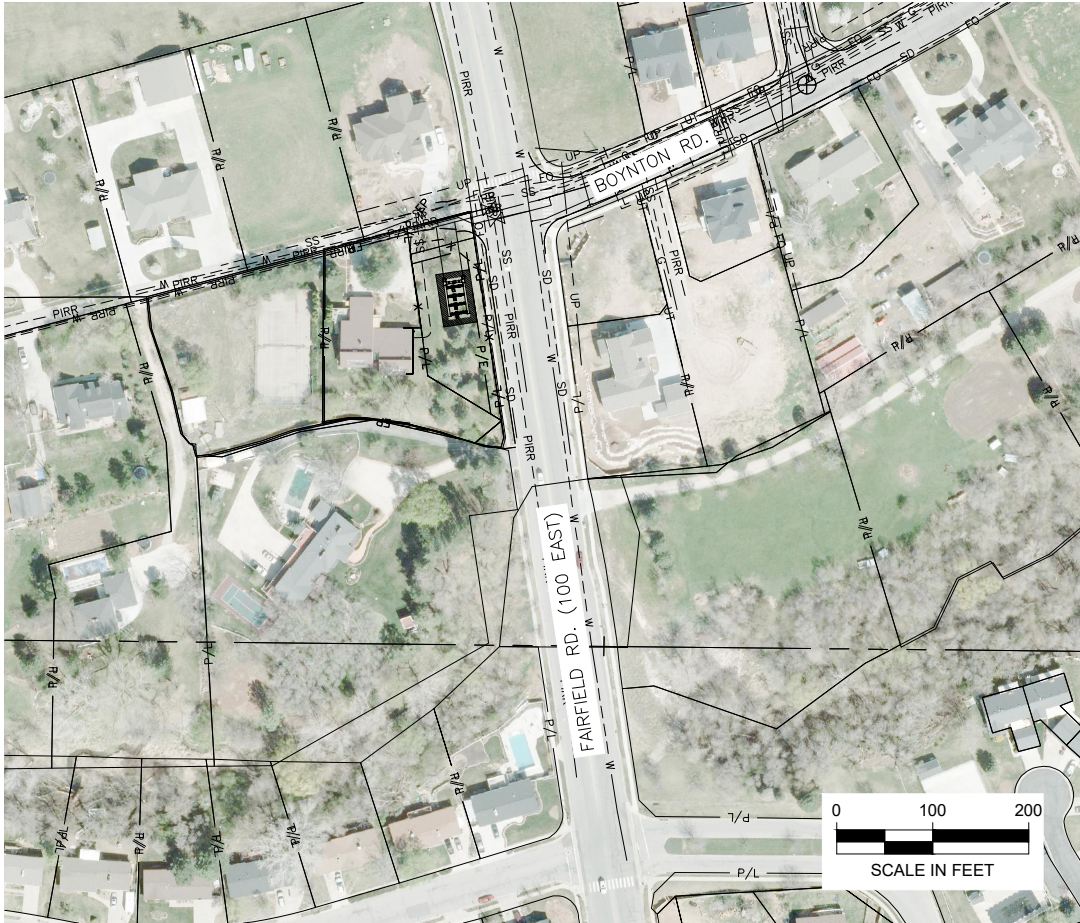
711 North Fairfield Road



Plot Date: 12/2/2019 3:30 PM Plotted By: Daniel Johnson
Date Created: 12/2/2019 MKNYS PUBLIC PROJECTS JUB.DWG 55-18-073 DAW WEST KAYSVILLE NEW PRESSURE ZONE CAD MODEL CIVIL 55-18-073 CORNER PROPERTY 5.DWG



PIPE CONNECTION ROUTING



VICINITY MAP





J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
466 North 900 West
Kaysville, Utah 84037
Phone: 801.547.0393
Fax: 801.547.0397
www.jub.com

PRELIMINARY PLANS	NOT FOR CONSTRUCTION		
	REUSE OF DRAWINGS		
	JUB SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THIS DRAWING. NO PART OF THIS DRAWING SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF JUB. ANY REUSE WITHOUT WRITTEN CONSENT BY JUB WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.		
	REVISION		
	NO.	DESCRIPTION	BY / APR. DATE

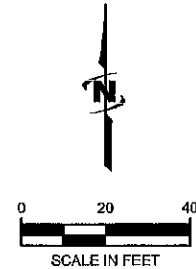
WEST KAYSVILLE BOOSTER PUMP STATION
DAVIS AND WEBER COUNTIES CANAL COMPANY

SOUTHWEST CORNER

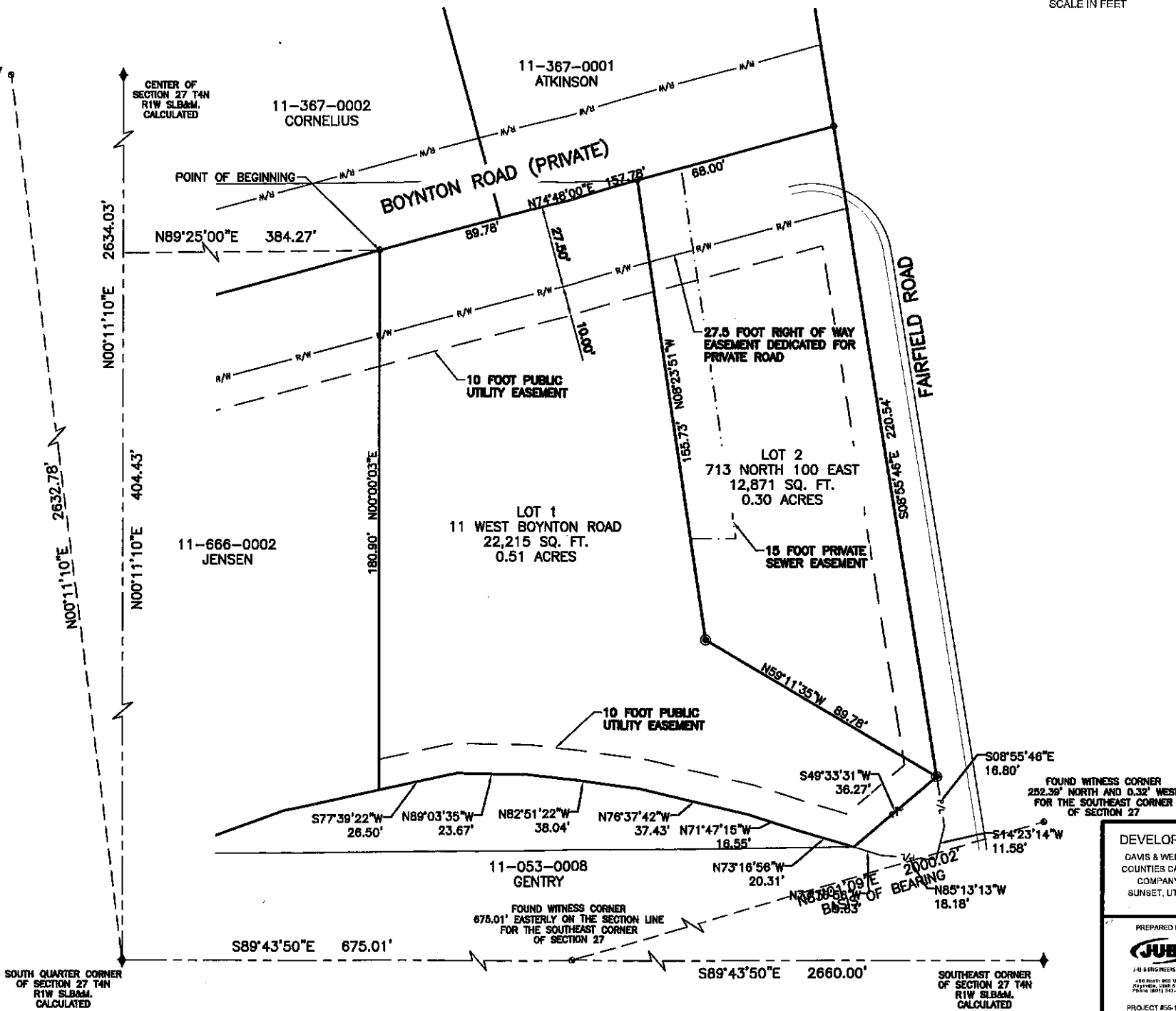
FILE: 55-18-073 CORNER PROPERTY 5
JUB PROJ. #: 55-18-073
DRAWN BY: AMN
DESIGN BY: NGS
CHECKED BY: NGS
AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 12/9/2019
SHEET NUMBER:
C-101

BOYNTON CORNER

AMENDING LOT 1, VAN DRIMMELEN SUBDIVISION
BEING PART OF THE SOUTHEAST 1/4 OF SECTION 27,
TOWNSHIP 4 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY UTAH
DECEMBER 2019



FOUND WITNESS CORNER
35.48' WEST AND 1.38' SOUTH
FOR THE CENTER OF SECTION 27



SURVEYOR'S CERTIFICATE

I DAVID D STRONG DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR
IN THE STATE OF UTAH AND THAT I HOLD LICENSE NO. 5331568 IN ACCORDANCE WITH
TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS
LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A
SURVEY WAS MADE UNDER MY DIRECTION OF THE TRACT OF LAND SHOWN HEREON
IN ACCORDANCE WITH SECTION 17-23-17. I HEREBY STATE THAT THIS PLAT IS TRUE
AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY
PROFESSIONAL OPINION.

SIGNED THIS _____ DAY OF _____, 20____.

SIGNATURE

BOUNDARY DESCRIPTION:

A PART OF SECTION 27, T.4N., R.1W., S.L.B.&M. MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT BEING N.00°35'00\"W. 404.43 FEET AND N.89°25'00\"E. 384.27 FEET
FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27; AND RUNNING THENCE
N.74°48'00\"E. 157.78 FEET TO THE WESTERLY RIGHT OF WAY LINE OF FAIRFIELD ROAD;
THENCE S.06°56'48\"E. 220.54 FEET ALONG SAID WESTERLY RIGHT OF WAY;
THENCE S.49°33'31\"W. 36.27 FEET; THENCE N.73°16'56\"W. 20.31 FEET; THENCE N.71°47'15\"W. 18.55
FEET; THENCE N.78°37'42\"W. 37.43 FEET; THENCE N.82°51'22\"W. 38.04 FEET; THENCE
N.89°03'35\"W. 23.67 FEET; THENCE S.77°39'22\"W. 26.50 FEET TO THE EASTERLY
BOUNDARY LINE OF LOT 2, VAN DRIMMELEN SUBDIVISION; THENCE N.00°00'03\"E. 180.90
FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

CONTAINING 35,086 SQUARE FEET MORE OR LESS.

OWNER'S CERTIFICATE OF DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO
HEREBY SET APART AND SUBDIVIDE THE SAME INTO A LOTS AS SHOWN ON THIS PLAT,
AND NAME SAID TRACT \"BOYNTON CORNER\" AND DO HEREBY GRANT A PERPETUAL
RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREOF AS
PUBLIC UTILITY AND DRAINAGE EASEMENTS, THE SAME TO BE USED FOR THE
INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE
WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY,
WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS TO
KAYSVILLE CITY, UTAH

SIGNED THIS _____ DAY OF _____, 20____, BY:

HATHAWAY, LAURA LEE - TRUSTEE

DAVIS & WEBER COUNTIES CANAL COMPANY

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF DAVIS JSS
ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE
UNDERSIGNED NOTARY PUBLIC, THE SIGNERS OF THE ABOVE OWNERS DEDICATION
WHO DULY
ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR
THE PURPOSES THEREIN MENTIONED.

RESIDING AT: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH

COMMISSION EXPIRES: _____ PRINT NAME

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF DAVIS JSS
ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE
UNDERSIGNED NOTARY PUBLIC, THE SIGNERS OF THE ABOVE OWNERS DEDICATION
WHO DULY
ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR
THE PURPOSES THEREIN MENTIONED.

RESIDING AT: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH

COMMISSION EXPIRES: _____ PRINT NAME

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED _____, 20____, AT
_____ IN BOOK _____ PAGE _____ OF OFFICIAL RECORDS.

DAVIS COUNTY RECORDER

LEGEND:

- SECTION LINES
- 15 FOOT PRIVATE SEWER EASEMENT
- 10 FOOT PUBLIC UTILITY EASEMENT
- SET 6/8 X 24\"REBAR AND J-L-B
ENGINEERS INC CAP
- FOUND MONUMENT
- REFERENCE OR WITNESS MONUMENT
- SECTION CORNER
- NAIL IN ASPHALT

DEVELOPER

DAVIS & WEBER
COUNTIES CANAL
COMPANY
SUNSET, UTAH

PREPARED BY



PROJECT #55-18-073
OCTOBER 2019

CITY COUNCIL APPROVAL

PRESENT TO THE KAYSVILLE CITY COUNCIL THIS _____ DAY OF _____,
20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED

MAYOR

CITY RECORDER

CITY ENGINEER

APPROVED THIS _____ DAY OF _____, 20____.

KAYSVILLE CITY ENGINEER

PLANNING AND ZONING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____,
BY THE KAYSVILLE CITY PLANNING COMMISSION

CHAIRMAN

KAYSVILLE CITY ATTORNEY

APPROVED THIS _____ DAY OF _____, 20____.

KAYSVILLE CITY ATTORNEY

CITY COUNCIL STAFF REPORT



MEETING DATE: January 23, 2020

TYPE OF ITEM: Action

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Rezone of approximately 1.5 acres of property at 191 South Flint Street from R-1-20 (Single Family Residential) to R-1-10 (Single Family Residential) to include the PRUD (Planned Residential Unit Development) overlay zone and consideration of a development agreement – Phil Holland.

And

Preliminary Plat for the Elms on Flint Subdivision at 191 South Flint Street – Phil Holland.

EXECUTIVE SUMMARY:

The subject property was previously approved for a 3 lot private street subdivision in 2008 and began installation of improvements but was never completed and recorded. The original approval had been for 3 lots under an old cluster subdivision ordinance. The property has remained in its current state for nearly a decade with a berm and fencing along Flint Street and the private street.

The applicant is looking to utilize the existing private street and is proposing a 5 lot subdivision. To accommodate the number of proposed lots, the applicant is requesting a rezone to the R-1-10 zoning district which allows for lots as small as 10,000 sq. ft. in size. The requested PRUD overlay zone is necessary for a private street subdivision.

The property is surrounded by R-1-20 zoning on all sides and has frontage on Flint Street. As proposed, the rezone would allow in increase from 3 to 5 homes.

The City Council is tasked with making a decision regarding the rezone request and the preliminary plat.

In consideration of the rezone the City Council should consider how the use fits with the city's general plan and how it works at the specific location.

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

Identity and Character:

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

Housing:

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

1. West of I-15, allow for similar housing densities in existing neighborhoods while considering medium density housing along the major streets and higher density housing near transit stops and arterial streets (200 North, Interstate 15, and the West Davis Corridor).

B. The majority of the housing should be single unit attached or detached. The City will seek to provide a variety of housing choices throughout the community including a means for allowing homes of a variety of sizes. Multiple unit housing should consist mostly of duplexes (two unit structures) and some three to six unit structures dispersed throughout the City.

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

D. Housing developments should essentially pay for themselves.

Chapter 17-34 PRUD – Planned Residential Unit Development

17-34-1 Purpose

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

A development agreement has been prepared based on the direction provided by the Planning Commission which defines any allowed variations from typical standards and puts specific parameters in place to ensure desirable development of the property. The City Council may make changes to the agreement as it deems appropriate.

.....

Council Options: Approve, deny, table for more information.

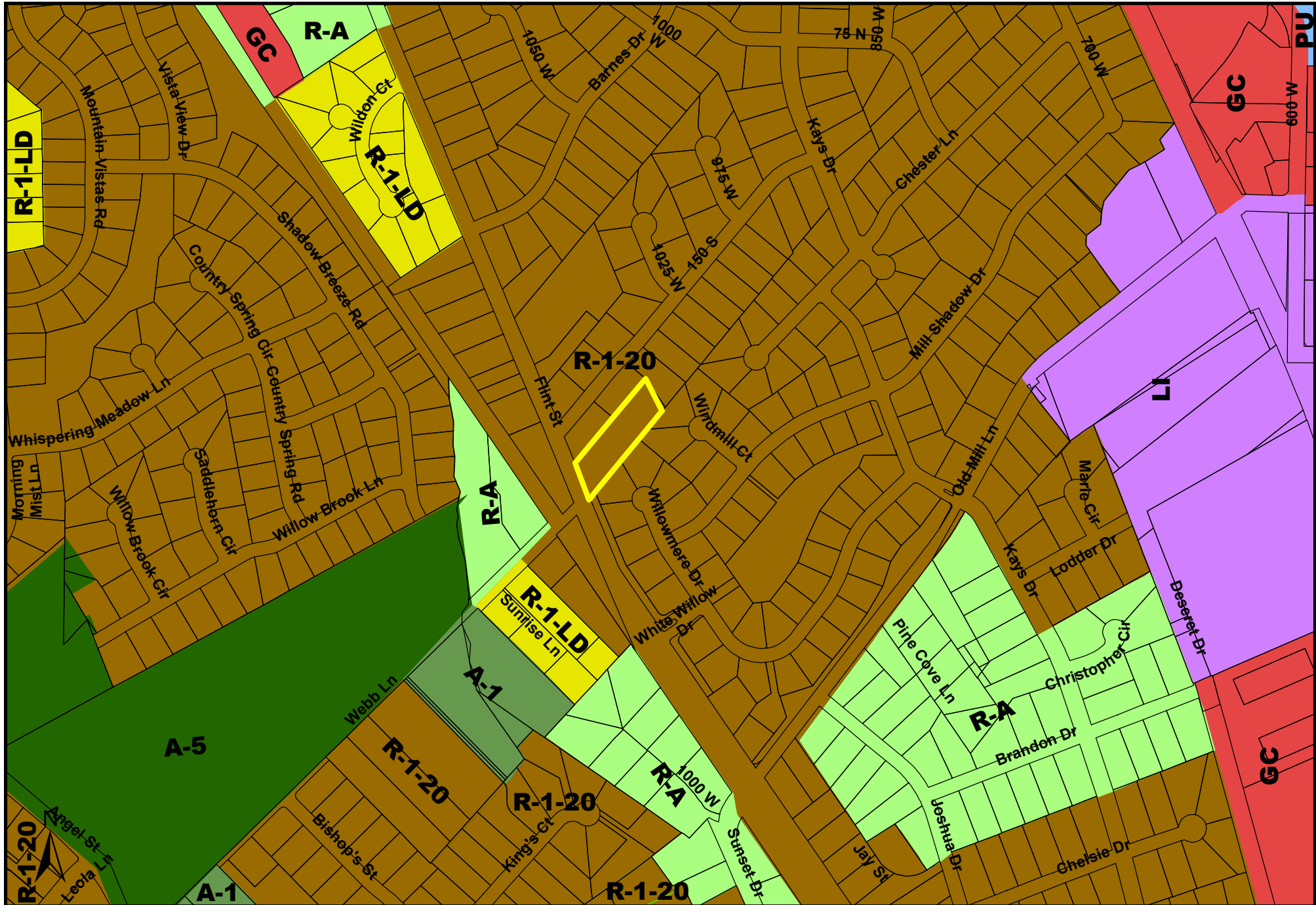
Recommended Options: The Planning Commission voted unanimously to recommend approval of the requested subdivision with the PRUD overlay being subject to approval of an acceptable final plat.

The Planning Commission also recommended approval of the preliminary plat for the Elms on Flint Subdivision with a development agreement that limits the development to 5 single family lots and that the developer come with a proposal for the fence along the southern property line at the time of final plat.

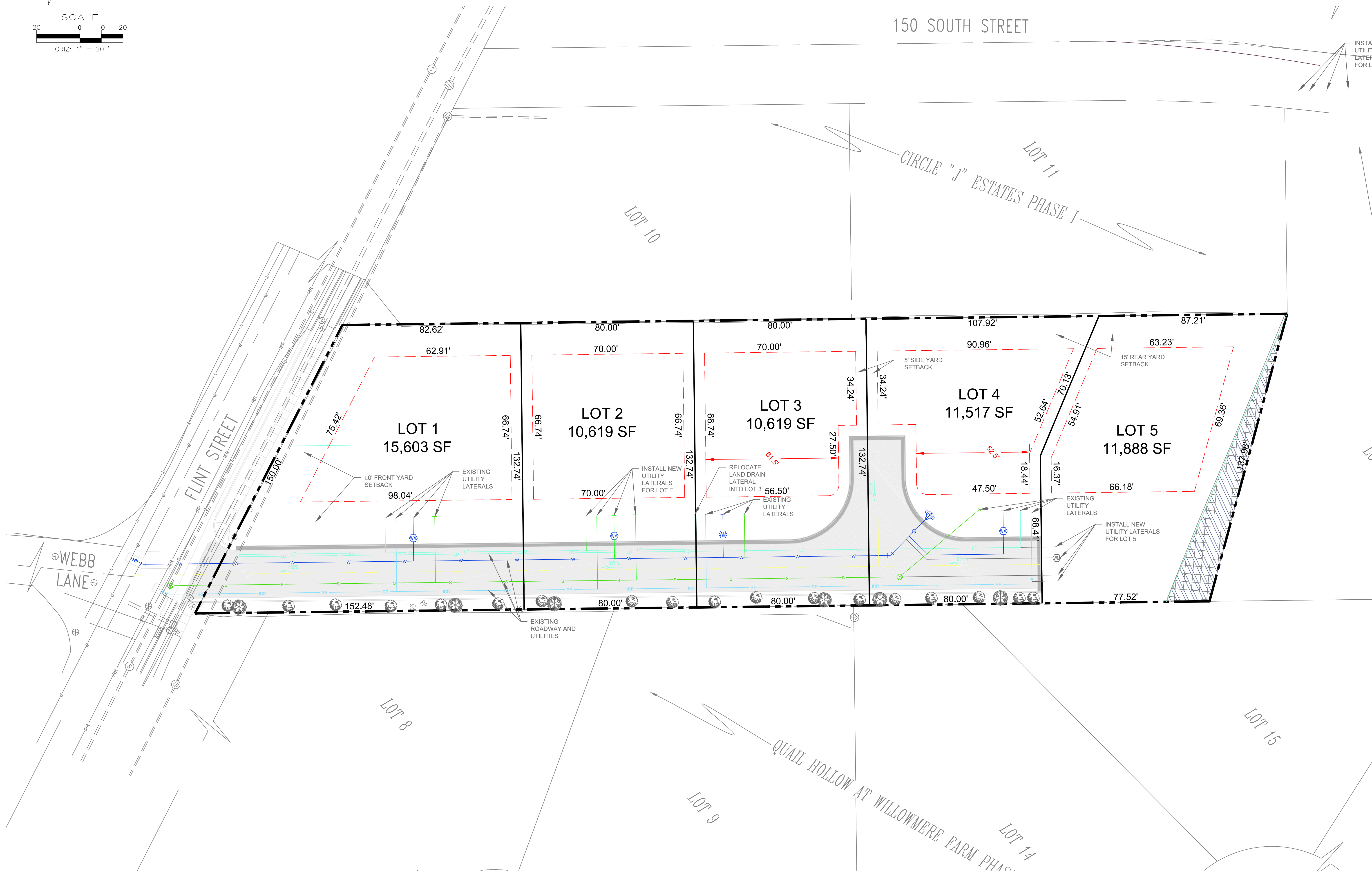
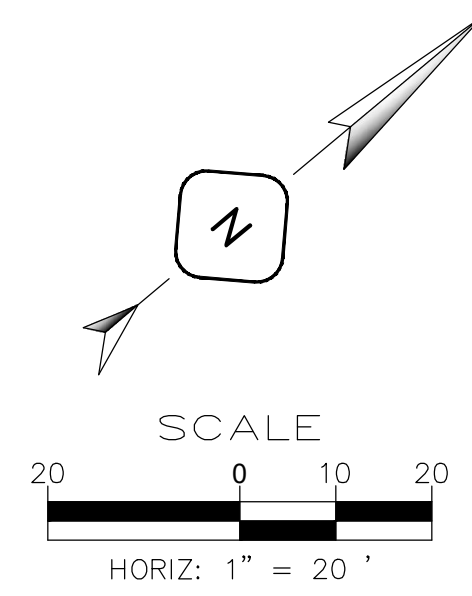
Fiscal Impact & Fund Source for Recommended Action: N/A

Attachments: Zoning Map, Preliminary Plat, Development Agreement

191 South Flint Street - Rezone from R-1-20 to R-1-10 PRUD



L:\MEA\Marketing\Phil Holland\Elms on Flint\5 Lot Layout.dwg Dec 10:10:19 - 5/11/2019



REVISION	
NO.	DATE
DRAWING IS NOT TO SCALE IF BAR DOES NOT MEASURE 1 INCH	

ELMS ON FLINT SUBDIVISION

5 LOT PRELIMINARY PLAN

KAYSVILLE CITY, DAVIS COUNTY, UTAH

Scott P. McFarland, PE
Project Engineer
207 East 1300 South
Kaysville, Utah 84037
801.226.2797 (VO)
spm@mea-inc.com

MEA
MC FARLAND ENGINEERING
& ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER
SCOTT P. MCFARLAND
No. 504870
STATE OF UTAH

DESIGN	☐ SPM
DRAWN	☐ SPM
CHECKED	☐ SPM
DATE	12-5-19

SHEET:

C1

When Recorded, Return to:
Kaysville City
Community Development Office
23 East Center Street
Kaysville, UT 84037

Affecting Tax Parcel No.: 11-098-0074

**DEVELOPMENT AGREEMENT
FOR A PRIVATE STREET SUBDIVISION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020 by and between Kaysville City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter the “City”), and DEVELOPER (hereinafter the “Developer;”) (“Developer” includes successors and/or assigns of DEVELOPER), as follows:

RECITALS

WHEREAS, Developer is desirous of developing a single family subdivision (the “Subdivision”) on certain real property located in the City of Kaysville, County of Davis, State of Utah and more particularly described on the Property Location Map attached hereto as Exhibit A and the Area Description of Section 1 A.; and

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

WHEREAS, the City is willing to grant the R-1-10 (Single Family residential) rezone of the property to include the PRUD (Planned Residential Unit Development) overlay upon approval of a final plat and to authorize the development of the subdivision proposed by Developer in conformance with this Agreement, City Ordinances, and applicable Utah law;

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

AGREEMENT

1. GENERAL DESCRIPTION.

A. Area Description. The property upon which the Facility shall be developed (the “Property”) is located as shown on the Property Location Map, a copy of which is attached as Exhibit A hereto and incorporated by reference herein. The property is further described as parcels #11-098-0074.

B. Project Description. The project proposed by Developer is a private street subdivision, which will consist of 5 single family residential lots.

2. DEVELOPMENT STANDARDS AND GUIDELINES

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

(1) Architecture. Developer shall construct the Facility in similar compliance and conformance with the Architecture as set forth in Exhibit B, example architecture.

(2) Fencing. Developer shall work with property owners to replace the existing fencing along the south side of the development and private drive.

(3) Landscaping. Landscaping shall be installed as indicated in the Landscape Plan shown in Exhibit C.

(4) Yards. The following requirements shall apply in lieu of standard requirements of the R-1-10 zoning district:

- a. Yards abutting Flint Street: 20 feet
- b. Front Yards abutting the private drive: 20 feet to garage, 15 feet to building
- c. Side Yards: 5 feet – 10 feet between homes within this subdivision.
- d. All other Yards: 15 feet.

Findings of Compatibility. In adopting the Development Standards identified in Section 2.A, the City hereby expressly finds that the development of the Subdivision , in conformance with the Development Standards and this Agreement, promotes the creation of a desirable residential development in an appropriate location. The City further finds that the development of the Subdivision, in conformance with the Development Standards and this Agreement, will not violate the general purpose, goals and objectives of the City Ordinances and any plans adopted by the Planning Commission and City Council of the City.

Subject to the Developer's performance and compliance with the terms of this Agreement and City Ordinances in effect on the date of this Agreement, Developer's rights to develop the Facility in accordance with the approved site plan, construction drawings and building plans is vested.

3. ON-SITE PROJECT IMPROVEMENTS

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

4. OFF-SITE PROJECT IMPROVEMENTS

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

5. REPRESENTATIONS OF DEVELOPER

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

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

6. ASSIGNMENT

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

The City may withhold approval of assignment, without consequence, if the city reasonably believes that the anticipated assignee will be unable to meet the requirements of this agreement or any City ordinances.

7. BINDING EFFECT

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

8. ATTORNEY'S FEES

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

9. SEVERABILITY

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

10. CAPTIONS

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

11. GOVERNING LAW

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

12. ENTIRE AGREEMENT

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

13. CONSTRUCTION

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

14. AUTHORIZATION OF EXECUTION

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

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

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

DEVELOPER

ATTEST:

By: _____

TITLE

TITLE

KAYSVILLE CITY

ATTEST:

By:

Katie Witt
Mayor

Annemarie Plaizier
City Recorder

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

NOTARY PUBLIC

(SEAL)

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On the _____ day of _____, 2020, personally appeared before me, _____, the signer of the foregoing Development Agreement for DEVELOPER, who duly acknowledged to me that he executed the same for and on behalf of DEVELOPER.

NOTARY PUBLIC

(SEAL)

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

Exhibit A

191 South Flint Street – Parcel ID 11-098-0074

Legal Description: BEG AT A PT ON E'LY LINE OF A 66 FT COUNTY ROAD; SD PT BEING N 899.97 FT & E 2240.97 FT & S 22°55'25" E 624.84 FT FR AN EXIST MONU MARKING THE SW COR OF SEC 33-T4N-R1W SLM & RUN TH N 39°19' E 437.75 FT; TH S 27°13'12" E 144.70 FT TO AN EXIST FENCE; TH S 39°19' W 450.0 FT ALG SD FENCE TO E'LY LINE OF SD COUNTY ROAD; TH N 22°55'25" W 150.0 FT ALG SD ROAD TO POB. CONT. 1.481 ACRES.

191 South Flint Street - Rezone from R-1-20 to R-1-10 PRUD

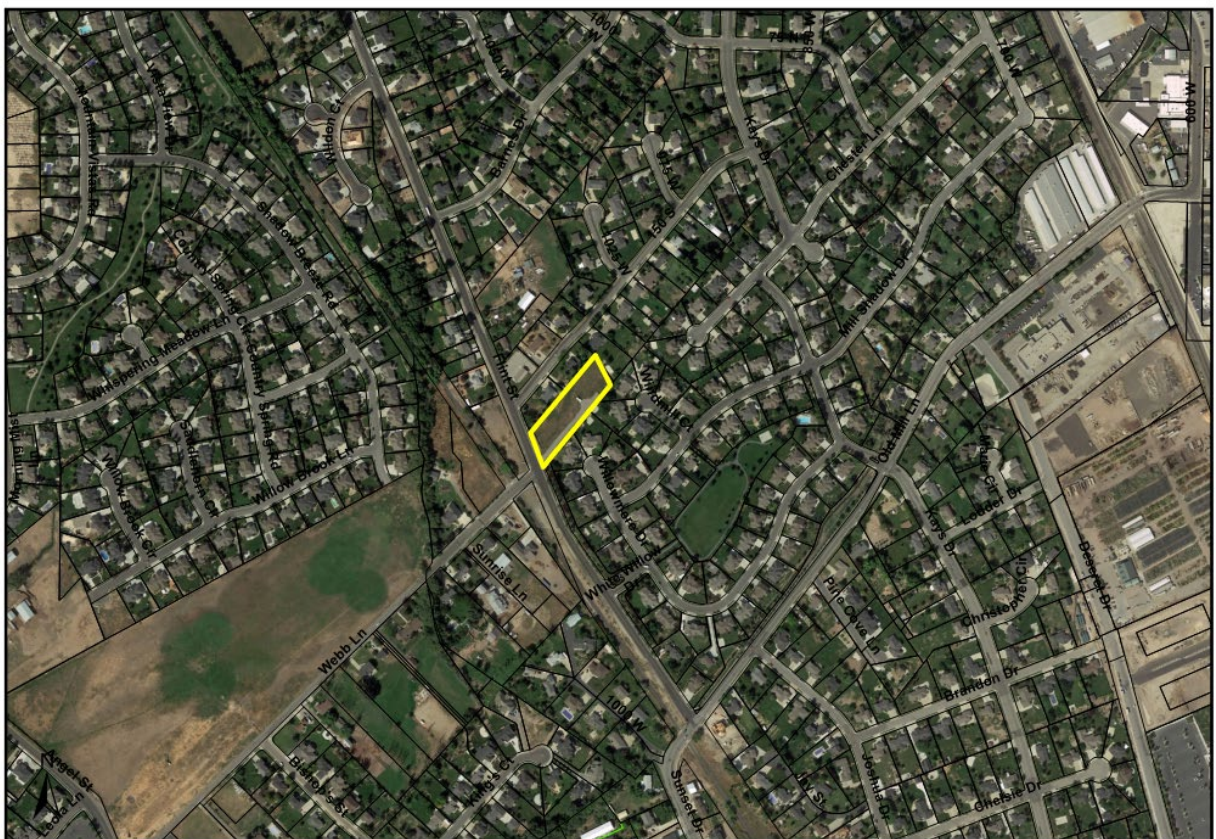
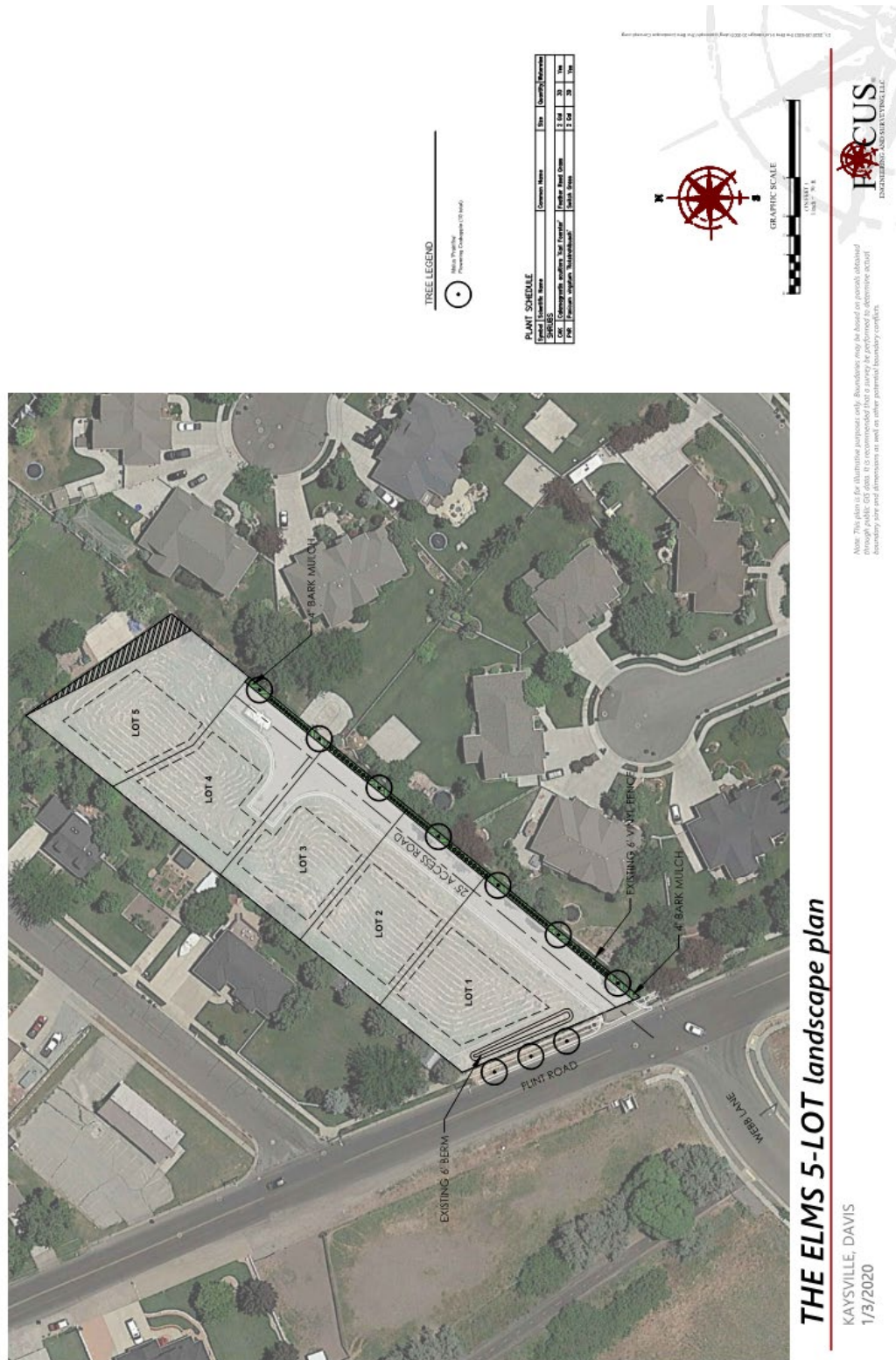


Exhibit B



Exhibit C



ORDINANCE NO. 20-_____

AN ORDINANCE REZONING A CERTAIN PORTION OF KAYSVILLE CITY FROM THE KAYSVILLE CITY R-1-20 ZONE TO THE KAYSVILLE CITY R-1-10 ZONE TO INCLUDE THE PRUD OVERLAY, HEREINAFTER FULLY DESCRIBED; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of Kaysville City, State of Utah, has determined in an open meeting to rezone certain real property by removing it from Kaysville City R-1-20 and placing it in Kaysville City R-1-10 zoning district with the PRUD overlay zone; and

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

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

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

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

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

SECTION II:

The real property as shown on the attached map, which is made a part hereof, containing approximately 1.48 acres, shall be and the same is hereby rezoned and the Zoning Map amended by removing the same from Kaysville City R-1-20 zone and placing the same in Kaysville R-1-10 zoning district with the PRUD overlay.

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

SECTION VI:

This Ordinance shall take effect 20 days after final passage by the Kaysville City Council.

PASSED AND ADOPTED by the City Council of Kaysville City, Utah, this __th day of _____,
2020

Katie Witt
Mayor

ATTEST:

Annemarie Plaizier
City Recorder

APPROVED AS TO FORM:

Nicholas C. Mills, City Attorney

CITY COUNCIL STAFF REPORT



MEETING DATE: January 23, 2020

TYPE OF ITEM: Action

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Deseret Landing Subdivision Preliminary Plat at approximately 700 South Deseret Drive.

EXECUTIVE SUMMARY:

The applicant recently went into a development agreement with the city for the subject property where residential development on the south end of the property would be allowed so long as it does not exceed 66 units or 5.5 units per acre while requiring that a minimum of 13 acres of property be used for commercial purposes.

In December, the Planning Commission approved conditional use permits to allow for the function of a BigShots driving range facility on the north east portion of the property on what is shown in the attached subdivision plat as 'Commercial Lot 1'. There is an additional 6.4 acres of commercial property along Deseret Drive shown as 'Commercial Lot 2' for a total of 16.87 acres of commercial development.

The proposed plat includes residential component which is being looked at independently as a Common Open Space. The residential subdivision contains private streets and open space along Deseret Drive and I-15. The plat also includes 42 units on 8.13 acres at just over 5 units per acre. Larger lots abut the existing residential development to the south with a minimum frontage of 80 feet. All lots are for single family detached homes with frontage of 50' and a minimum lot size of 4,500 square feet or .1 acres. The existing development agreement has previously allowed for 20 foot front yard, 5 foot side yard, and 15 foot rear yard setbacks. The amount of open space provided has been confirmed to meet the minimum required for a Common Open Space Subdivision.

This subdivision plat defines which properties will be used for commercial development and which will be residential. The residential and commercial sections can be looked at as phases. The residential will be back with a final plat specific to that component. It is likely that 'Commercial Lot 1'. Will have a separate final subdivision plat indicating the details of the street access. 'Commercial Lot 2' will also require a final plat that may or may not add any private or public streets. Likely it will just formalize the lot.

While under review with the Planning Commission, there were concerns expressed regarding the singular access into the residential neighborhood. Upon further review by city staff, a secondary access into the residential neighborhood would be necessary based on the number of lots and the distance from Deseret Drive to the furthest lot.

Recommendation:

With the information given them during their meeting, the Planning Commission voted unanimously to forward a favorable recommendation to the City Council for the Deseret Landing preliminary subdivision plat as proposed. Staff's determination that a second access would be needed is new since that meeting.

Based on this the city council may either approve the preliminary plat subject to a second access being provided to the residential neighborhood to be verified by the Planning Commission with the final plat review, or table a decision on the preliminary plat until one is presented to the Council that it finds acceptable.

Reasoning:

With the addition of a second point of access, the proposed subdivision complies with applicable standards and ordinances and the approved development agreement for the property.

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

Attachments: Location Map, Development Agreement, Preliminary Plat, Example Architecture, Preliminary Landscape Plan.

700 South Deseret Drive



When Recorded, Return to:

PB Kaysville, LLC
Justin Atwater
1170 Goldspur Lane
Fruit Heights, Utah 84037

Affecting Tax Parcels No.: 08-001-0082 and 08-001-0025

DESERET LANDING
SUBDIVISION DEVELOPMENT AGREEMENT
(+/- 25 Acres on Deseret Drive, Kaysville, UT)

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, THIS DESERET LANDING SUBDIVISION DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2019, by and between Kaysville City, a municipal corporation of the State of Utah ("City"), and PB Kaysville, LLC, a Utah limited liability company ("Developer"), sometimes referred to jointly herein as "Parties."

RECITALS:

- A. Developer owns real property within the City located at approximately 700 South Deseret Drive more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
- B. Developer and the City desire the Property be developed in a unified and consistent fashion according to the terms set forth herein.
- C. Developer has pending a zone amendment application for purposes of amending the zoning of the Property from the GC (General Commercial) zoning district to the LI (Light Industrial) zoning district and the (R-2 Two Family Residential) zoning district to include the PRUD (Planned Residential Unit Development) overlay zone as depicted in Exhibit "B".
- D. Developer and the City desire to enter into this Agreement to specify the rights and responsibilities of Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.
- E. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-102.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals Incorporated.

The above Recitals are integrated into the terms and conditions of this Agreement.

2. Development Requirements.

Subject to the City's approval of the Project as a subdivision, together with all necessary zoning changes, entitlements and approvals, and subject to the terms and conditions of this Agreement, Developer shall proceed with the Project as follows:

a. Compliance with City Ordinances and Development Requirements. The Project shall be developed in accordance with the ordinances and development requirements of the City governing preliminary and final subdivisions. All required plats, drawings and other supporting documents for the Project, and each phase thereof, shall be prepared and submitted to the City for its review and approval.

b. Dedication or Donation. Prior to or simultaneously with recording of the final plat for the Project, or any phase thereof, at the office of the Davis County Recorder, Developer agrees to dedicate, transfer or donate to the City all required easements and public right-of-ways for the purpose of constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined necessary by the City.

c. Commercial; Light Industrial Uses. The Property shall consist of a minimum of thirteen (13.0) acres of uses permitted within either the General Commercial (GC) and/or Light Industrial (LI) zones of the City (the "Minimum Commercial Acreage"). All other portions of the Property, above the Minimum Commercial Acreage, may be designated by Developer as residential as described in this Agreement.

d. Commercial Building Design and Architectural Standards. Notwithstanding anything set forth in this Agreement to the contrary, any buildings constructed on the Minimum Commercial Acreage shall be subject to the provisions of Chapters 18-5-1 through 18-5-9 of the Kaysville City Municipal Code. All development applications on Minimum Commercial Acreage shall address the guidelines found in Chapters 18-5-1 through 18-5-9 as part of their application submittal.

e. Limitation on Self-Storage. Notwithstanding anything set forth in this Agreement to the contrary, self-storage use on the Minimum Commercial Acreage shall: (i)

not exceed three and one half (3.5) acres; and (ii) only be permitted if Developer relocates a self-storage use existing within the City as of the date of this Agreement. If self storage is constructed in accordance with this Section 2(e), any existing self-storage relocated to satisfy this Section 2(e) must be specifically identified by the Developer prior to commencement of construction of replacement self-storage on the Property and such identified existing self-storage must be closed within thirty (30) days of receipt of a certificate of occupancy of the self-storage on the Property.

f. Residential Lot Density. The residential portion of Developer's project for development of the Property shall consist of a maximum of 66 units or a maximum density of 5.5 units per acre consisting solely of single-family detached homes and no multi-family housing, which multi-family housing is specifically prohibited within the project pursuant hereto. The residential portion of Developer's project shall substantially resemble the concept plan attached hereto as Exhibit "B". Lots with border the existing Old Mill Village Subdivision along the south side of the Property shall be a minimum of 80 feet wide.

g. Residential Development Yard Modifications. As allowed per Section 17-34-4 Zone Flexibility, variations from the development standards of the underlying zoning district may be approved. To this end to accommodate the proposed development the following setbacks are applicable to the proposed residential subdivision:

- Front Yard: 20 feet
- Side Yard: 5 feet
- Rear Yard: 15 feet

3. Construction Standards and Requirements.

All Construction shall be conducted and completed in accordance with the ordinances and development standards of the City. All required improvements for the Project shall be constructed in accordance with the City's construction standards and/or plans specifically approved for this project and all required Public improvements and easements shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.

4. Payment of Fees.

The Developer shall pay all required fees to the City in a timely manner pertaining to the Project or any portion thereof.

5. Reimbursement for "Upsizing".

In addition to the credits set forth above in Section 4, the City shall not require Developer to “upsized” any public improvements (i.e., to construct the improvements to a size larger than required or not necessary to service the Project) unless financial arrangements reasonably acceptable to Developer and the City are made to compensate Developer for the costs associated with upsizing the improvements. In the event any off-site infrastructure or on-site infrastructure designed, constructed, or developed by Developer are oversized for the benefit of any property other than the Property, Developer shall be entitled to reimbursement for the portion of the costs attributable to the oversizing of such improvements within ninety (90) days of submitting an invoice for such work to the City.

6. City Obligations.

Subject to the Developer complying with all of the City’s Ordinances, rules, regulations and the provisions of this Agreement, the City agrees to:

- a. Provide standard municipal services to the Project including police and fire protection, subject to payment of all fees and charges invoiced or levied therefor by the City.
- b. Cause the City’s administrative personnel, with reasonable diligence, to take or cause to be taken all actions required or advisable to be taken preparatory to, but not including, final legislative action by the City Council or the Planning Commission, in connection with adoption of the pending zone amendment and approval of this Agreement.
- c. Maintain all utilities, roads, and other infrastructure and improvements dedicated to the City as part of the Project.
- d. Assign the LI (Light Industrial) and the R-2 (Two-Family Residential) zoning districts as shown on Exhibit “B” to include the PRUD (Planned Residential Unit Development) overlay zone along the residential property.

7. Assignment.

The Developer shall not assign this Agreement or any rights or interests herein without the consent of the City. The City may only withhold its consent if the City is not reasonably satisfied of the assignee’s financial ability to perform the obligations of Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City.

8. Default.

If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. Said Notice of Default shall, (1) specify the claimed event of

Default; (2) identify the provisions of this Agreement claimed to be in Default; (3) identify why the Default is material; and (4) (optional) propose a method and time for curing the Default. Upon the issuance of a Notice of Default, the parties shall engage in a "Meet and Confer". If the issue is not resolved during the "Meet and Confer" process, the parties shall engage in a mediation process. If a mediation process is necessary based on the foregoing, the parties shall appoint a mutually acceptable mediator within ten (10) days of the "Meeting and Confer". If the parties are unable to agree on a single acceptable mediator, each shall, within ten (10) days, appoint their own representative. These two representatives shall choose the single mediator. Developer shall pay the fees of the chosen mediator. After being named mediator, such individual shall within fifteen (15) days, review the positions of the parties regarding the mediation issues and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems to be appropriate. The mediator's opinion shall not be binding on the parties. If the parties are not able to resolve the Default by "Meet and Confer" or by mediation then the parties may have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

9. Notice.

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:
PB Kaysville, LLC.
Attn: Justin Atwater
1170 Goldspur Lane
Fruit Heights, Utah 84037

To City:
Kaysville City
Attn: City Manager
23 E. Center St.
Kaysville, UT 84037

Any party may change its address for notice by giving written notice to the other party in accordance with provisions of this Section.

10. Attorneys' Fees.

In the event of any lawsuit between the parties hereto arising out or relating to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover reasonable attorneys' fees and costs.

11. Integration.

This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the perspective parties hereto.

12. Headings.

The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

13. No Third Party Rights/No Joint Venture.

This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Developer. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

14. Binding Effect.

This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, officers, agents, employees, successors and assigns (if any assignments are allowed as provided hereinabove).

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

Developer:

PB KAYSVILLE, LLC,
a Utah limited liability company

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 2019, personally appeared before me _____, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the _____ of PB Kaysville, LLC, a Utah limited liability company, and acknowledged to me that said limited liability company executed the same.

Notary Public

City:

KAYSVILLE CITY

By _____

Katie Witt, Mayor

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Katie Witt, Mayor.

Notary Public

EXHIBIT "A"

PROPERTY DESCRIPTION

Parcel ID 08-001-0082:

BEG 367.70 FT S & S 66°31'10" W 290.89 FT & S 15°37'20" E 1012.66 FT FR NE COR SEC 4-T3N-R1W, SLM; SD PT BEING ON THE E'LY LINE OF DESERET DR DEDICATED 01/08/2007, E# 2234041 BK 4194 PG 514; & RUN TH ALG SD LINE 3 COURSES AS FOLLOWS: S 15°37'20" E 259.01 FT TO A PT ON THE ARC OF A 1000.00 FT RAD CURVE TO THE LEFT 116.74 FT (LC BEARS S 18°58'00" E 116.68 FT) & S 22°18'40" E 874.17 FT; TH S 88°06'40" E 139.66 FT; TH N 21°27'40" W 1209.28 FT ALG EXIST FENCE; TH N 63°31'05" E 654.31 FT ALG SD FENCE TO W'LY LINE OF RR R/W; TH N 19°36'30" W 69.50 FT ALG SD R/W; TH S 65°53'22" W 766.74 FT TO POB. CONT. 5.08 ACRES

And

Parcel ID 08-001-0025:

BEG S 367.7 FT ALG SEC LINE & N 66°31'10" E 400.67 FT TO W'LY LINE OF A RR R/W & S 19°36'30" E 1107.93 FT ALG SD R/W FR NW COR SEC 3-T3N-R1W, SLM; TH S 63°31'05" W 654.31 FT ALG AN EXIST FENCE LINE; TH S 21°27'40" E 1209.28 FT ALG A FENCE LINE TO S LINE OF THE NW 1/4 OF SD SEC 3; TH S 88°13' E 639.9 FT, M/L, ALG S LINE OF SD NW 1/4 TO W LINE OF SD RR R/W; TH N 19°44' W 1520 FT, M/L, ALG SD RR R/W TO POB. CONT. 20.26 ACRES

EXHIBIT “B”

SITE PLAN



SAMUEL J. BRADY
ARCHITECTS

200 E. South Temple
Salt Lake City, Utah 84111
(801) 595-1752
www.sambrady.com

NOTE: THE DRAWING IS PROVIDED
FOR INFORMATION ONLY AND IS NOT FOR
CONSTRUCTION. DIMENSIONS COULD VARY.

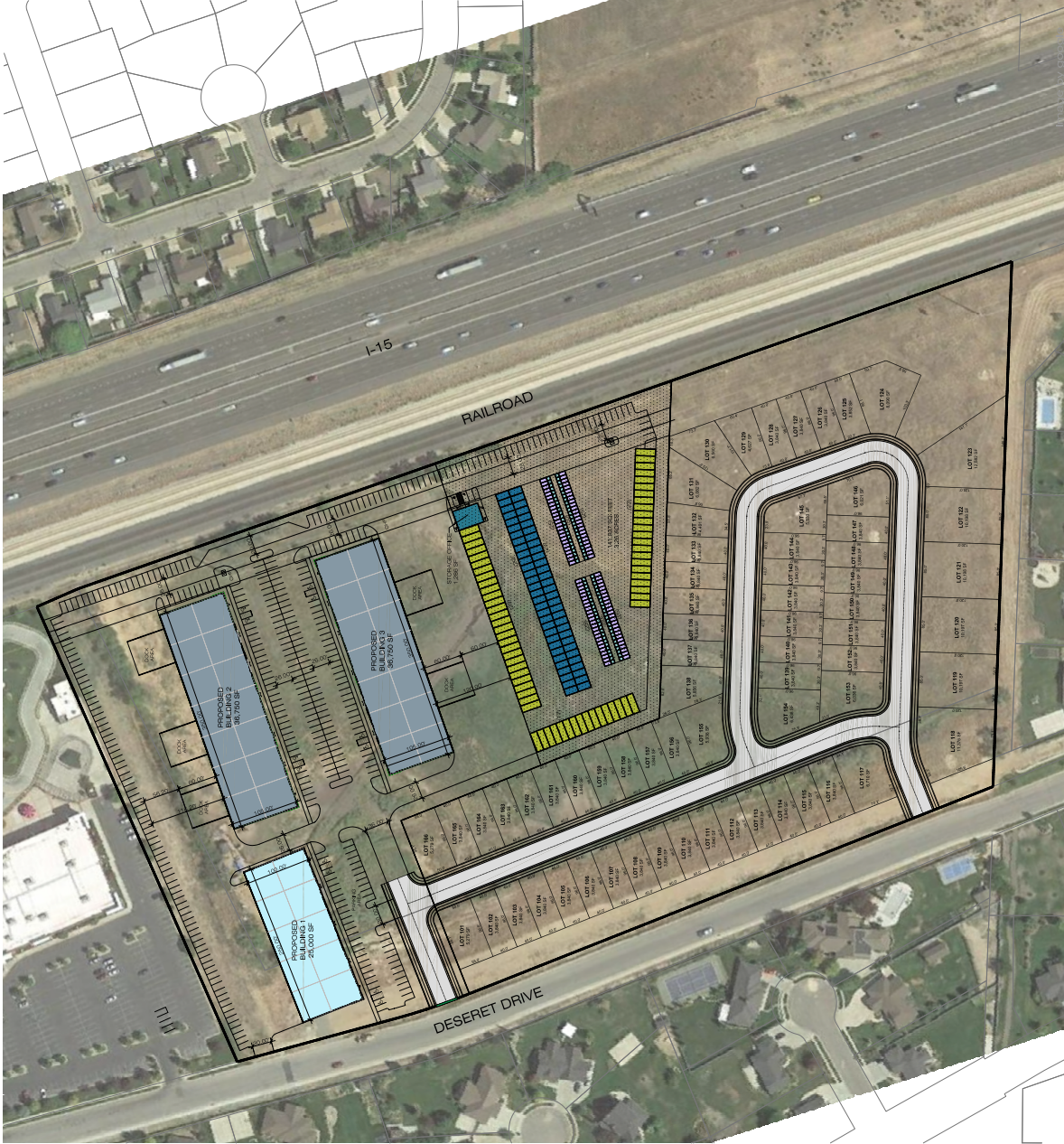
500 DESERET DRIVE

KAYSVILLE, UT
PROPOSED
BUILDINGS

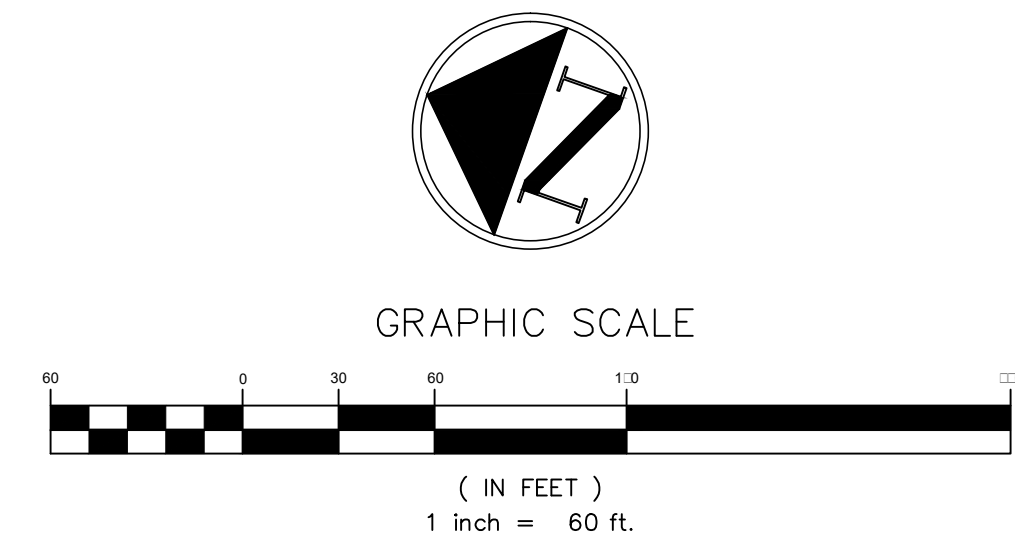
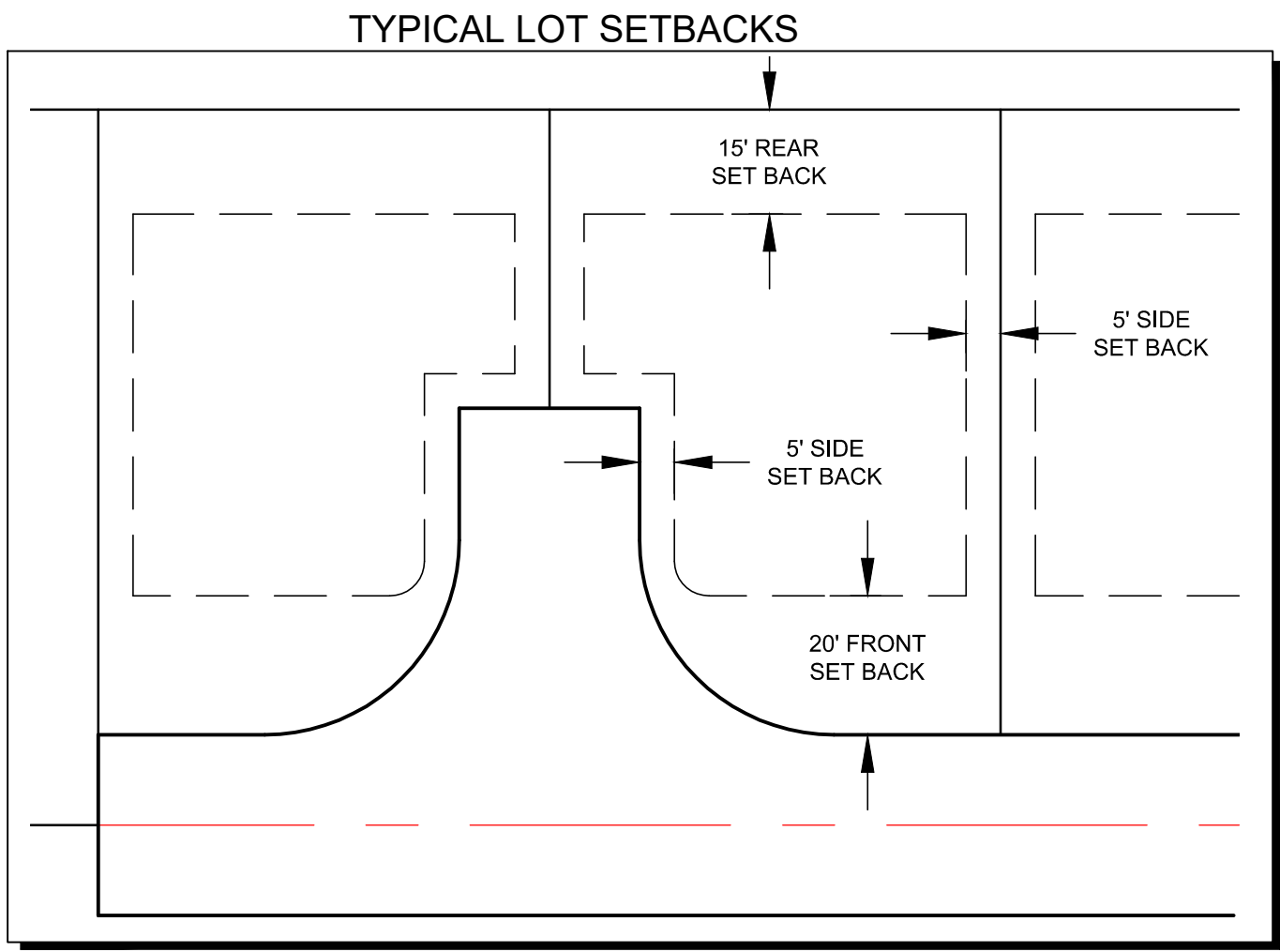
SITE PLAN

SCALE: 1" = 60'-0"
JUNE 4, 2019
SITE-2.dwg

AS.1



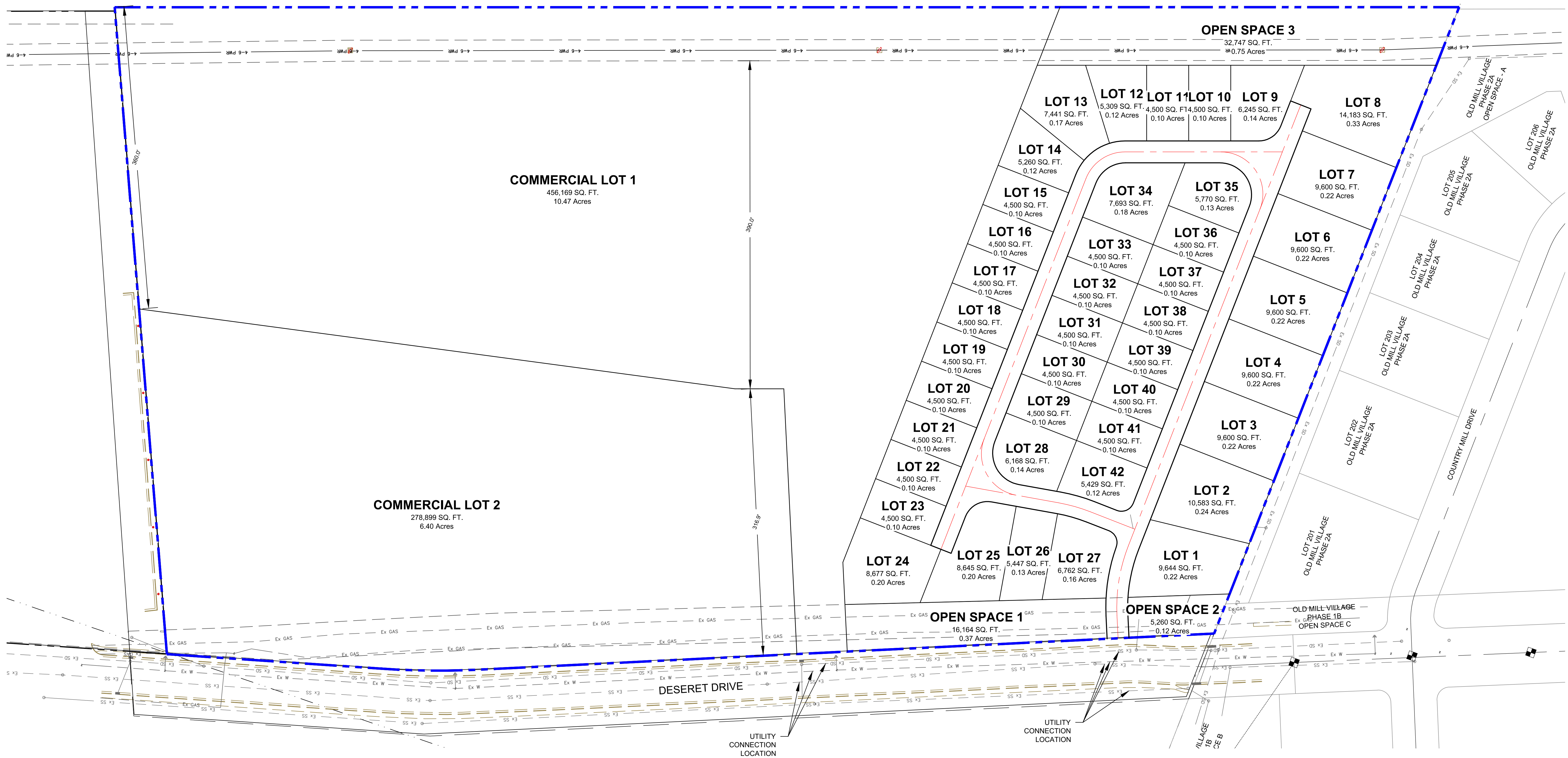
PROJECT SUMMARY	
10' X 30'	69 UNITS
10' X 20'	58 UNITS
9' X 10'	100 UNITS
9' X 5'	100 UNITS
TOTAL STORAGE UNITS	
327 UNITS	



INTERSTATE - 15

FRONTRUNNER TRACKS

UNION PACIFIC RAILROAD



NO. DATE REVISION

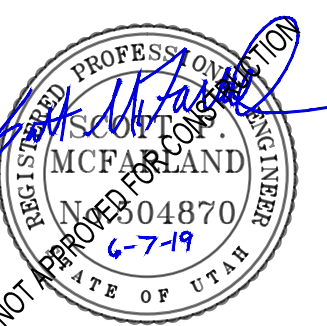
DRAWING IS NOT TO SCALE
IF BAR DOES NOT
MEASURE 1 INCH

DESERET DRIVE SUBDIVISION
PRELIMINARY PLAN

KAYSVILLE CITY, DAVIS COUNTY, UTAH

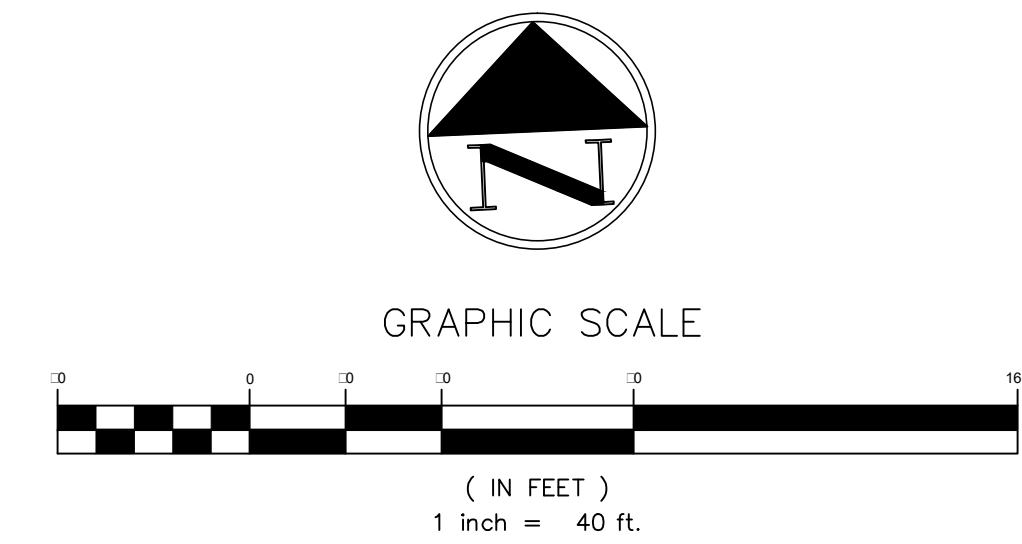
Scott B. McFarland, PE
Project Manager
247 East 1375 South
Kaysville, Utah 84037
801.265.6797 (P)
sbmcf@earthlink.net

MEAF
McFarland Engineering & Architecture, Inc.



DESIGN ☐ SPM
DRAWN ☐ SPM
CHECKED ☐ SPM
DATE ☐ 12-15-19

SHEET:
PRELIM



NO.	DATE	REVISION

DRAWING IS NOT TO SCALE
IF BAR DOES NOT
MEASURE 1 INCH

A graphic scale bar consisting of a horizontal line with vertical tick marks. Below the line, the numbers 0, 1/2, and 1 are positioned at the start, middle, and end of the bar, respectively. The bar is divided into segments of alternating black and white squares.

OLD MILL LANDING SUBDIVISION
PRELIMINARY PLAN

KAYSVILLE CITY DAVIS COUNTY UTAH

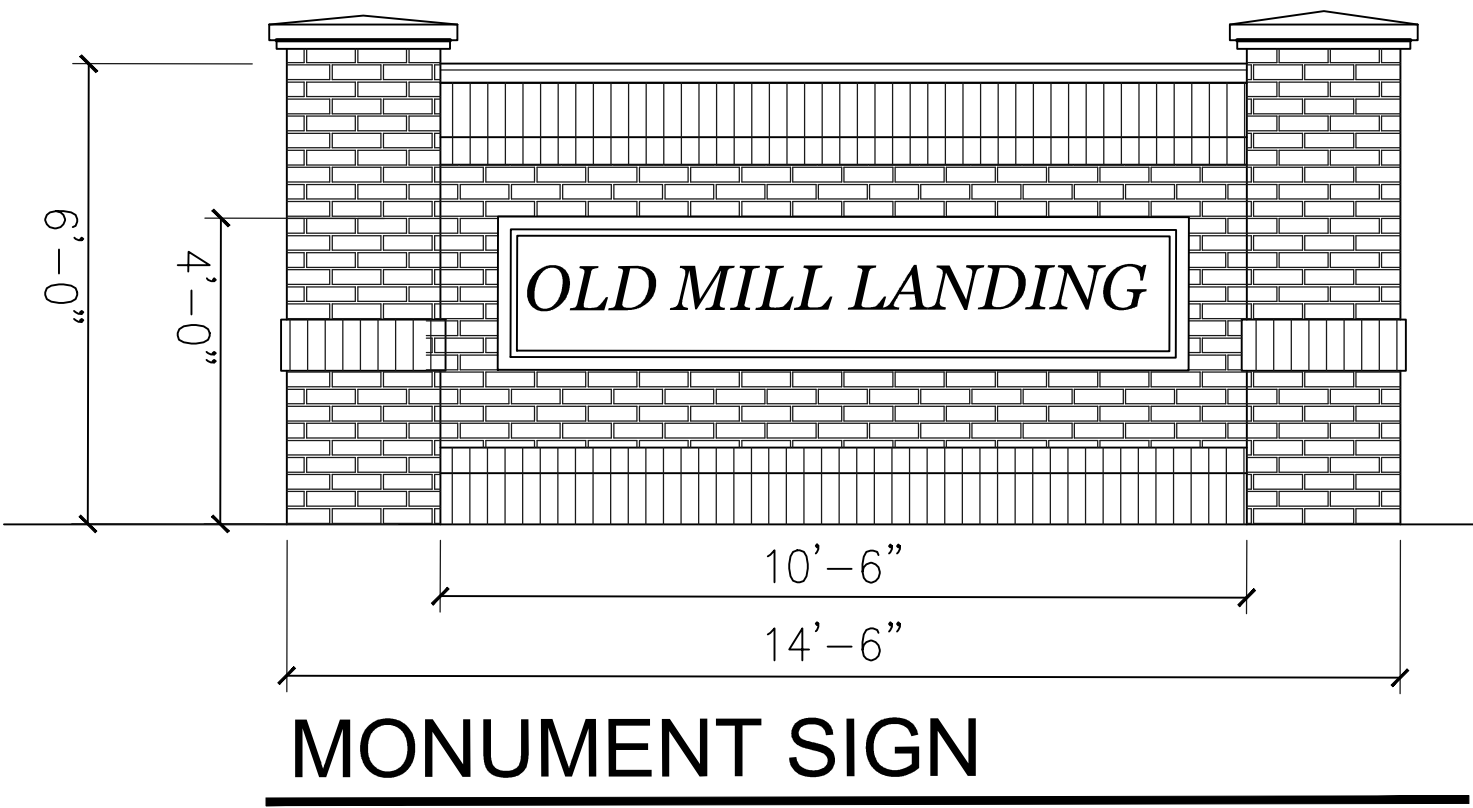
Scott P. McFarland, PE
Project Manager
347 East 1375 South
Kaysville, Utah 84037
(801) 726.6797 (M)
spmc1@yahoo.com



DESIGN	☐	SPM
DRAWN	☐	SPM
CHECKED	☐	SRM
DATE	☐	12-15-19

SHEET:
PRELIM



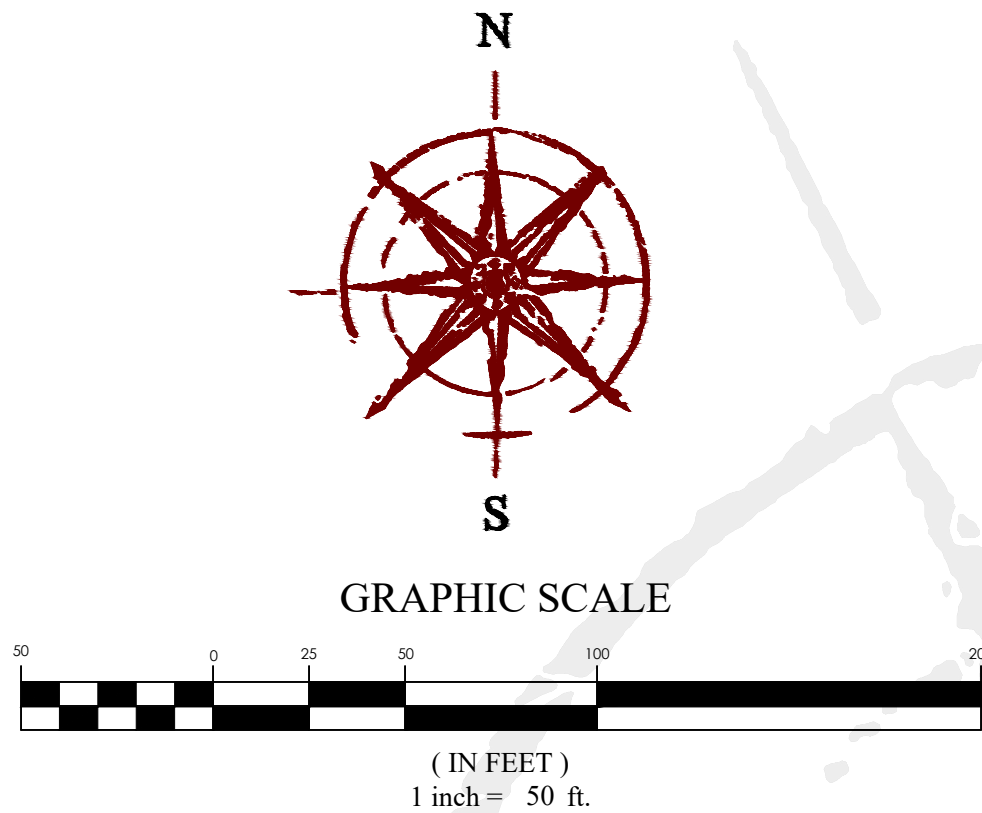


PLANT SCHEDULE

Symbol	Scientific Name	Common Name	Size	Quantity	Waterwise
SHRUBS					
FNE	Forestiera neomexicana	New Mexican Privet	2 Gal	14	Yes
ACP	Arctostaphylos x coloradoensis 'Panchito'	Bearberry Manzanita	2 Gal	3	Yes
EAC	Euonymus alatus 'Compacta'	Dwarf Burning Bush	5 Gal	10	No
CGR	Cotinus 'Grace'	Smoke Tree	5 Gal	7	No

TREE LEGEND

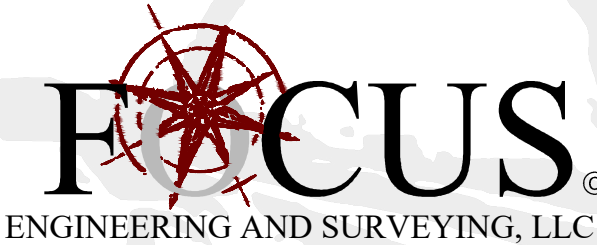
- Pinus nigra
Austrian Pine (5 total) 50x30
- Picea pungens glauca 'Hoopsii'
Colorado Blue Spruce (9 total) 35x11
- Gymnocladus dioica 'Espresso-JFS' Espresso™
Kentucky Coffee Tree (3 total)
- Acer grandidentatum 'Mesa Glow®'
Bigtooth Maple (6 total)
- Zelkova serrata 'Green Vase'
Zelkova (10 total)



OLD MILL LANDING landscape plan

KAYSVILLE, DAVIS
1/3/2020

Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.



Z:\2020\20-0002 Desert Drive\Design 20-0002.dwg Concept\Landscapes Concept.dwg

STAFF REPORT



COUNCIL MEETING DATE: January 23, 2020

TYPE OF ITEM: Work

PRESENTED BY: Josh Belnap and a representative(s) of the Hwy 89 Project

SUBJECT/AGENDA TITLE: UDOT Drainage Basin Discussion

EXECUTIVE SUMMARY:

Description:

As part of the Highway 89 expansion project, UDOT has approached Kaysville City about installing a detention basin for storm water run-off on City-owned parcel. The City-owned parcel is the only parcel large enough and vacant in this area that could accommodate infrastructure of this size. Several uses for this parcel have been discussed over the years, but with difficult access, no changes or plans have been made.

Of the water flowing into the proposed basin, roughly 45% would come from UDOT, 20% would come from Kaysville and 34% would come from Fruit Heights. Under UDOT's proposal, the Highway 89 project would cover the design, construction and restoration costs of the basin.

The City would agree to maintain the basin, keep it functioning properly and provide a guaranteed minimum storage volume to UDOT. In return, UDOT would provide the City with an amount of \$710,000 to compensate for permanent effects to the property; determined by applying a dollar amount per square foot to the disturbed area, and deducting from that to factor in potential benefits to the City from the basin.

The City would see some benefit, but would also accept maintenance and other responsibilities for the new basin. It is unknown what could be done with the parcel otherwise, but the basin could eliminate many potential uses for the property. The City Water System has planned and budgeted over \$300,000 for several water quality "betterments" that would be installed by the Highway 89 project, and these funds could be used to offset those costs.

Council Options: Send to action as-is, send to action with changes, table for further discussion

Recommended Options: Discuss and move to action as-is or with changes

Fiscal Impact & Fund Source for Recommended Action: NA

Attachments: UDOT Agreement and Maps



Project No. S-0089 (406)398; Davis and Weber Counties
Project Name: US-89; Farmington to I-84
Kaysville City
CID No. 72194 PIN 13821

MAINTENANCE AND OWNERSHIP COOPERATIVE AGREEMENT
Between
THE UTAH DEPARTMENT OF TRANSPORTATION
And
KAYSVILLE CITY

This Maintenance and Ownership Cooperative Agreement, by and between **Utah Department of Transportation** ("UDOT") and **Kaysville** ("City"). Each as party, ("Party") and together as parties, ("Parties").

RECITALS

WHEREAS, UDOT is progressing the design and construction for the highway project identified as US-89; Farmington to I-84 in Davis and Weber Counties, Utah ("Project"); and

WHEREAS, UDOT will design and construct drainage improvements including storm drain systems and a new detention pond ("Pond O") at 700 N US-89, Kaysville, Utah; and

WHEREAS, City will reserve capacity for UDOT's storm drain discharge in City's Pond O; and

WHEREAS, the Parties shall each be responsible for certain drainage improvements, ownership, maintenance, and operations covered by this agreement in accordance with the terms and conditions contained herein.

THIS AGREEMENT is made to set out the terms and conditions of ownership and maintenance of drainage facilities.

AGREEMENT

1. Design and Construction

UDOT will design and construct Pond O and storm drain collection systems. Final applicable plan sheets, details, and calculations will be included with an amendment to this agreement.

2. 700 North US-89 Detention Pond O

City-owned Pond O will be utilized by Parties for attenuated release of runoff generated within UDOT right-of-way, Fruit Heights City tributary areas 1 and 2, and Kaysville City tributary areas 1 and 2 marked in Exhibit A that is incorporated by reference.

The Pond O capacity will be 11.63 acre-feet with a 100-year water surface elevation of 4673.38 as generated by the 100-year 24-hour return interval rainfall event.

a. City Storm Drain Collection

Fruit Heights and Kaysville City tributary areas 1 and 2 will discharge into UDOT's storm drain system and the discharge rate is based upon the following design flows generated from the 10-



year 24-hour return interval rainfall event. Storm drain pipes collecting water from these tributary areas are highlighted and marked in Exhibit A.

- i. Inlet CB O-68
- ii. Inlet CB O-92
- iii. Manhole MH O-144
- iv. Pipe P O-68; Q = 8.2 cfs
- v. Pipe P O-92; Q = 0.5 cfs
- vi. Pipe P O-144; Q = 1.1 cfs

b. Pond O Storm Drain Collection

City-owned storm drain pipes connecting to Pond O and contributing flows generated from the 10-year 24-hour return interval rainfall event are shown below and marked in Exhibit B that is incorporated by reference.

- i. Manhole O-23 (UDOT-owned)
- ii. Manhole O-24
- iii. Pipe P O-23; Q = 32.3 cfs (City-owned outside of N/A line)
- iv. Pipe P O-24; Q = 32.3 cfs

3. Pond O Operation and Control

UDOT will install a new outlet structure located at the west-end of Pond O. The outlet structure will include a 6-in orifice plate to control pond operation and discharge rates. The outlet structure will include an emergency overflow grate atop the structure, at elevation 4,673.50 feet. Emergency overflow will flow into Open Shaw Wash owned by the City.

Pond O will release 2.2 cfs during the 10-year storm event and 2.7 cfs during the 100-year storm event to surface drainage wash through the City's storm drain outlet pipe P O-151 shown in Exhibit B. The water released from Pond O will surface flow until it reaches the City owned Open Shaw Wash to the west.

4. **Compensation to the City**

UDOT will make a one-time lump sum payment to the City in the amount of \$710,000.00 as compensation for the use of the city owned property as a detention pond. Payment to the City will be made within 60-days of agreement execution.

UDOT ONE TIME LUMP SUM PAYMENT TO THE CITY:	\$710,000.00
--	---------------------

UDOT will have no further obligations to the City for facilities identified as City-owned upon completion of the Project Work and the lump sum payment mentioned above.

5. **Long Term Operation and Maintenance**

- a. Parties agree to be responsible for long-term operation and maintenance of the systems that they own.
- b. Parties will comply with the required storm water permits, applicable laws, and regulations for the systems that they own.



- c. City shall obtain a permit from UDOT Region 1 Permits office for any maintenance activities that require access to UDOT's right-of-way in compliance with Utah Adm. Code R930-6 and R930-7.

6. Requirements

- a. Parties will meet to discuss changes to hydrologic and/or hydraulic values that are deemed to be significant which will be approved by the City Engineer of Record and UDOT.

7. Miscellaneous

- a. The permitted use and occupancy of right-of-way for non-highway purposes is subordinate to the primary and highest for transportation and safety of the traveling public.
- b. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this agreement, or by law, will not release either Party from any obligations arising under this agreement.
- c. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other Party.
- d. This agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this agreement warrants that the person has full legal capacity, power and authority to execute this agreement for and on behalf of the respective Party and to bind such Party.
- e. This agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
- f. If any provision or part of a provision of this agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- g. The UDOT and the City are both governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
- h. The date of this agreement is the date this agreement is signed by the last Party.



Project No. S-0089 (406)398; Davis and Weber Counties
Project Name: US-89; Farmington to I-84
Kaysville City
CID No. 72194 PIN 13821

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Attest

Kaysville City

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....

Recommended for Approval

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Project Director

Date: _____

Date: _____

UDOT Comptroller Office

Title: Contract Administrator

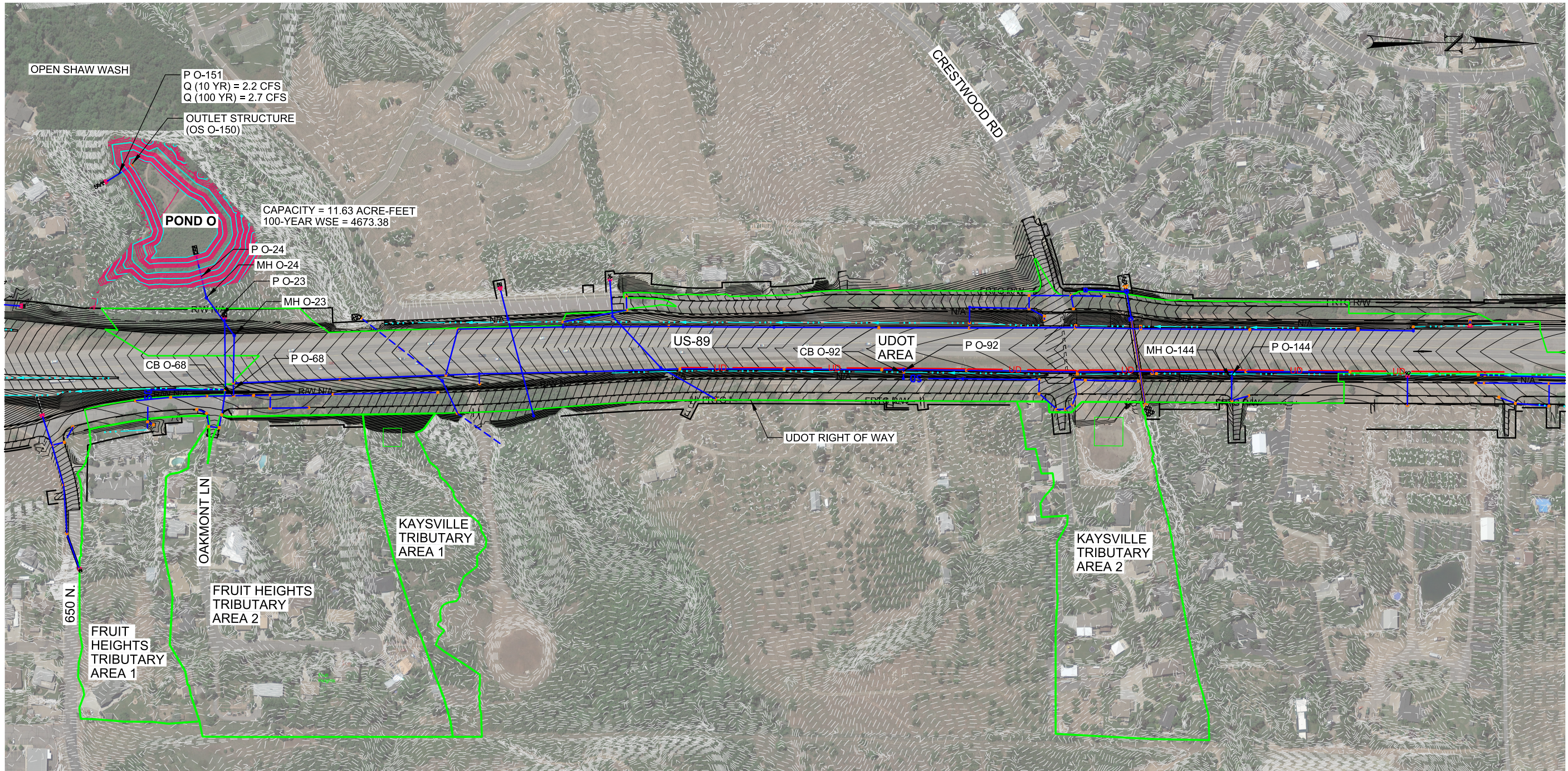
Date: _____



Project No. S-0089 (406)398; Davis and Weber Counties
Project Name: US-89; Farmington to I-84
Kaysville City
CID No. 72194 PIN 13821

Exhibits

p:\p\p\borrocks\cove\WP\Primary\Documents\Projects\2018\UT-1311-1808 US-89 Farmington to I-441\3821\Design\Hydraulics_Analysis\Third Party Agreement List (Drainage)\13821_Pond O Exhibit A Tributary Area_R00.dgn 1/3/2020 4:15:54 PM



Tributary Area to Proposed Pond O							
Area	Approximate Tributary Area From Kaysville City (acres)	Approximate Tributary Area From Fruit Heights City (acres)	Approximate Tributary Area From UDOT (acres)	Approximate Total Tributary Area (acres)	Approximate Tributary Area from Kaysville City (%)	Approximate Tributary Area from Fruit Heights City (%)	Approximate Tributary Area from UDOT (%)
UDOT Area			24.00	53.03	20%	34%	45%
Kaysville Area 1	3.19						
Kaysville Area 2	7.66						
Fruit Heights Area 1		5.20					
Fruit Heights Area 2		12.98					
Total Acres	10.85	18.18	24.00				

***Collection, Conveyance, and Detention for Tributary East of areas shown in Figure 1 will be responsibility of Municipalities

LEGEND

TRIBUTARY AREA BOUNDARY:

CITY COUNCIL STAFF REPORT



MEETING DATE: January 23, 2020

TYPE OF ITEM: Work Item

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Consideration of Incentive Package for BigShots Golf.

EXECUTIVE SUMMARY:

The Kaysville City Planning Commission has recently given the necessary Conditional Use approvals for the use of roughly 10 acres of property south of Boondocks along I-15 a golf driving range type facility, BigShots Golf. The property is also moving forward with the subdivision process facilitate the proposed use. The owner of the business is still working through their due diligence in pursuit of the property and has expressed interest in discussing and learning about potential city participation to help the project make financial sense.

Generally speaking, cities often utilize incentives of different types to promote development that they prefer to see in their city and/or development that will provide a long term financial benefit to the city.

Council Options: If the council desires to further consider incentives of any fashion, they may motion to move this discussion to an action item on the next agenda with direction for further information on options that appeal most to the council.

Recommended Options: As of the date of this report, no formal recommendation is ready for the City Council. The city's economic development committee is scheduled to meet on 1/22/20 in order to form a recommendation or considerations for the council to be presented at the 1/23/20 meeting.

As this item is scheduled for the work item agenda, it will give a chance to introduce the project to the city council and some of the potential options that the council may wish to consider to offer as incentives.

Fiscal Impact & Fund Source for Recommended Action: To be presented to the council at the meeting.

Attachments: Kaysville City Incentives Policy, BigShots Presentation

Kaysville City



Economic Development Incentives Policy

August 2018

Introduction



Settled in 1847, Kaysville City was the first city in Davis County to incorporate, doing so in 1868. From the early days as a distinct farming community, Kaysville is now part of the booming urban core of Utah's Wasatch Front. Kaysville is located midway between the cities of Ogden and Salt Lake City along the I-15 corridor near Hill Air Force Base. While the city is home to a variety of businesses, it is primarily a bedroom community. Regionally Salt Lake City and Ogden attract the most commercial development and locally Layton City and Farmington in many ways have assumed this role within Davis County.

Kaysville is Utah's Hometown and is proud of its identity as a great place to live. Still, the city recognizes the importance of economic development efforts and commercial/industrial development in helping the city grow and maintain a stronger tax base to continue offering a high level of service to its residents. Quality businesses within the community also add to residents quality of life providing close to home services and amenities. Jobs nearer a resident's home reduce commute times which reduces environmental impacts and adds to an individual and family's quality of life.

This policy has been created to identify the process and merits for consideration of incentives in order to support the growth of desirable commercial and/or light industrial businesses in Kaysville City. This policy should help guide perspective businesses and city leaders in the consideration of incentives while allowing for flexibility and creativity for exceptional circumstances.

Economic Development Incentives Policy

PURPOSE

Kaysville City believes that it is important to foster a strong business community. This purpose of this policy is to assist in attracting and retaining high quality development that offers desirable services and employment to the community. Approved project types will be able to follow a predictable path to obtaining predictable incentives. We strive to work collaboratively with our business community to ensure long-term positive outcomes for all parties. To that end, Kaysville will consider offering incentives for projects that demonstrate a return to the city. Such projects should be extraordinary, significantly enhance the community, and meet the goals and objectives of the City. For companies currently located in the City, incentives would only be offered if the business can demonstrate that their current facilities are inadequate such that relocation is necessary to continue operations within the City.

PROCEDURAL REQUIREMENTS

The Community Development Department in conjunction with City Management and City Council will consider all requests on a case-by-case basis and no project approval or rejection by Kaysville City shall be considered precedent for future recommendations or decisions.

To be considered for an incentive agreement, the requesting party shall submit all available project specifications including a narrative describing the proposed project, a well-developed conceptual site plan including renderings if available, and a comprehensive financial pro-forma to the Community Development Department. At that time, the Community Development Director will analyze the request, perform an economic impact analysis and provide a formal recommendation to City Council.

The Kaysville City Council is the legislative decision-making authority and considers all incentive requests on a case-by-case basis. The City Council reserves the right to approve or reject any incentive agreement. The City Manager, at his or her discretion, may approve limited incentives identified in this policy to those businesses identified as target industries meeting all applicable criteria. The City Manager will use approved procurement rules and regulations and financial thresholds as a guide in approving incentives. He or she further retains the right to determine whether or not the project and proposed incentive agreement will be presented to City Council for consideration of additional participation above the aforementioned financial tolerances.

Normally, not more than 25% of the total project cost will be supported by any combination of incentives. Total project cost is the cost of development of the project including all land, site, and public infrastructure, and building and site amenity costs necessary to constitute an operating commercial or industrial project. Financial assistance will not normally exceed 50% of the incremental City revenue to be generated by retail commercial uses and will often be limited to a 10 year period. Financial assistance will not include interest on the developer's invested cost to which the incentive is being applied.

Typically the City's participation will be towards those items which can be characterized as improvements of or direct benefit to the public. Such items include but are not limited to: upgrade or installation of roads, water and sewer lines including storm water detention facilities, demolition of existing buildings, removal of existing infrastructure which is antiquated, removal or mitigation of hazardous materials or substances, removal or relocation of physical impediments to developing the land (i.e., underlying rock, canalization or relocation of storm water courses, major site grading to correct large topographic variations, etc.), costs associated with planning and engineering of the public improvements as defined above, including the City's planning and legal costs associated with implementation of the economic development assistance program for the project, and relocation of existing residents or businesses.

The Kaysville City Council may consider an incentive agreement for any project, however, as a means of offering a more expedient review and approval process the City Manager may authorize an incentive package not to exceed \$25,000 in value per year for up to 5 years for businesses that meet the all of the listed criteria for the project types listed below.

PROJECT TYPES

Major Retail Development

A major retail development may be considered for an incentive agreement if the proposed project:

- (1) Represents significant private-sector financial investment
- (2) Promotes a higher and better use of the property
- (3) Provides a positive fiscal and economic impact to the City
- (4) Adds new and unique tenants to the market and/or trade area
- (5) Mitigates any perceived or potential negative impacts to the surrounding area
- (6) Minimizes the impacts of consumer expenditure cannibalization from existing projects in the City

Major Primary Employment

A commercial development which includes a substantial primary employment component may be considered for an incentive agreement if the proposed project:

- (1) Represents significant private-sector financial investment
- (2) Provides quality employment opportunities for Kaysville's citizens and the region Minimum of 50 NEW jobs at a pay rate equal to 66% (not including benefits) of the City's Median Household Income
- (3) Demonstrates a positive direct and/or indirect fiscal and economic impact to the City
- (4) Mitigates any perceived or potential negative impacts to the surrounding area
- (5) Demonstrates a long-term commitment to the City

Redevelopment / Revitalization

A redevelopment and/or revitalization project may be considered for an incentive agreement if the proposed project:

- (1) Represents new and significant financial investment
- (2) Provides a positive fiscal and economic impact to the City
- (3) Promotes a higher and better use of the property OR improves the financial performance and viability of the existing property
- (4) Is consistent with the community's vision
- (5) Mitigates any perceived or potential negative impacts to the surrounding area and is respectful of existing adjacent property types

Exceeding Quality Design Standards

The City may consider an incentive agreement if the proposed project represents superior quality and design aesthetics that substantially and significantly exceed the City's current design standards.

Sustainable & Environmentally Conscious Development

To promote long-term viability and sustainability, the City may consider providing incentives for projects that are developed in a sustainable and environmentally conscious manner.

The following incentive types may be considered in any combination to be agreed upon by the developer and Kaysville City in an 'Incentive Agreement' negotiated on a case-by-case basis in consideration of each unique proposal.

INCENTIVE TYPES

Planning & Development Processing Commitments

A project may be afforded an Expedited Review for applicable zoning, subdivision, and building permit review processes. The process, commitments, and timelines for all parties will be determined and agreed upon in writing prior to any expedited review being granted.

Tax Increment Financing

The City may consider utilizing Tax Increment Financing (TIF) through the Redevelopment Agency only after an official RDA or CDA area has been established. The City will only consider utilizing TIF for projects that are unique, significant in magnitude, and have considerable regional benefit. All proceeds from the TIF must be utilized for public or public-related infrastructure which may include: streets, utilities, street lighting, storm water drainage structures, surface parking, parking garages, fire protection improvements, and other public-related needs.

Projects that involve the relocation of an existing activity from one location to another within the boundaries of the City or involve the redevelopment of an existing activity shall have the incremental revenue generation amount based upon the amount in excess of the revenue previously accruing to the City at the existing location.

All private improvements in the redevelopment project area (i.e., buildings, project design and planning expenses) must be solely financed by the project developer.

Sales Tax Reimbursements

The City may consider a share-back or partial reimbursement of the City collected portion of retail sales tax generated from the project. All proceeds of a sales tax reimbursement must be utilized for a public or public-related purpose which advances the public health, safety, and general welfare of the community. Every proposed agreement will be considered individually, based solely upon the merits of the project as defined at that time. No previous proposal or agreement should be considered as a precedent for which other projects will be considered.

Monetary or In-Kind Project Contribution

The City may consider assistance of a monetary or in-kind nature in order to pay for or bridge existing financial gaps and otherwise incentivize desired business activity in the City. While these funds should generally be budgeted and spent from CDA/RDA reserves, Kaysville City reserves the right to spend other budgeted funds on such activities where appropriate.

Reduction in Fees

The City may consider offsetting all or a portion of the development review fees for commercial projects that exceed the goals and objectives of the Comprehensive Plan and Sub-Area Plan (if applicable), and provide a unique and quality project in terms of product type, tenant mix, and overall physical environment.



Welcome to BigShots Golf

BigShots Golf is a
state-of-the-art golf recreation
and entertainment facility.



Overview

BigShots Golf is owned by ClubCorp and Apollo Global. ClubCorp is the largest owner/operator of private golf clubs in the US. BigShots Golf is a state-of-the-art golf entertainment brand similar in nature to TopGolf. TopGolf, a similar type of golf entertainment brand, has now opened nearly 40 locations in major metropolitan areas across the United States like Dallas, Houston, Las Vegas, Atlanta, Chicago and more. BigShots Golf has 2 facilities open, and several in pre development/development and about 50 facilities scheduled to be opening during the next 4-5 years.

BigShots Golf has taken the same golf entertainment concept, significantly improved the technology and experience, and scaled the facility down to meet the needs of populations between 100,000 and 1,000,000.

BigShots Golf facilities are two-tiered and include 42-60 climate-controlled hitting bays with TV's, couches or high top tables for up to 6 players, and the most advanced gaming technology in the industry. BigShots Golf facilities also include multiple corporate event and party rooms, bar and lounge area, restaurant, and other options include a teaching center and putting course. BigShots Golf also provides a selection of high quality food and beverages served inside the building or right at your climate controlled golf bay.

Vero Beach BigShots Golf



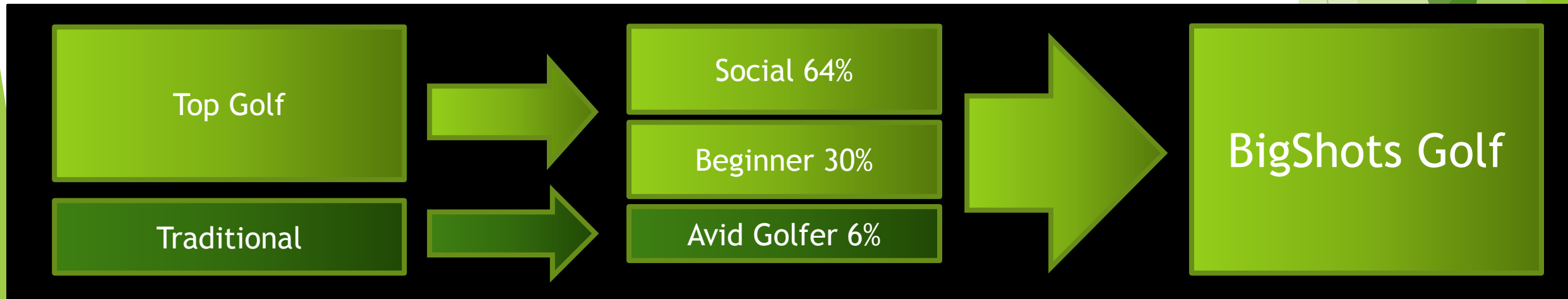
The Market

BigShots Golf expands the golf and entertainment market by providing solutions to three biggest challenges: time, cost, and family inclusion. BigShots Golf has technology and gaming designed for all skill levels and abilities and is affordable, time permissive, and fun for everyone!

Market	Strategy
Family	Fun and entertaining experience for all family members. Games have adjustable skill levels. In-bay technology to help beginner golfers improve their golf game. Variety of other games inside for non-golfers. Programs designed to encourage family participation.
Avid	Unique golfing experience that allows for practice, competition, and fun games with friends. Our technology is great for tracking key shot statistics too. You can even play actual golf courses right from your bay in simulated mode with very realistic graphics.
Social	The idea of combining a sports entertainment activity like hitting a golf ball with food, fun and music will attract the social masses. It's a combination of an integrated restaurant and entertainment venue wrapped up into one!

The Competition

- ▶ The competition in this industry is varied. There are traditional driving ranges that are an extension of the classic golf course and typically serve only the avid golfer working on his or her game which represents about 6% of the market. TopGolf is located in the major metropolitan areas, and BigShots Golf facilities are located in the mid to small market areas. Therefore BigShots Golf is not in direct competition with TopGolf.
- ▶ TopGolf, a successful golf range and entertainment facility operating currently in approximately 40 U.S. locations with several more currently under construction, is designed as a social attraction offering a full food and beverage menu to complement and enhance the golf experience. Since its conception in 2000, TopGolf has become a pioneer in golf entertainment, operating at 30%+ margins.
- ▶ BigShots Golf has taken the TopGolf social-only model as inspiration and reimaged it as a high quality social, recreational, and entertainment facility that will enhance one's overall experience. BigShots Golf technology also attracts the avid golfers encompassing every group.

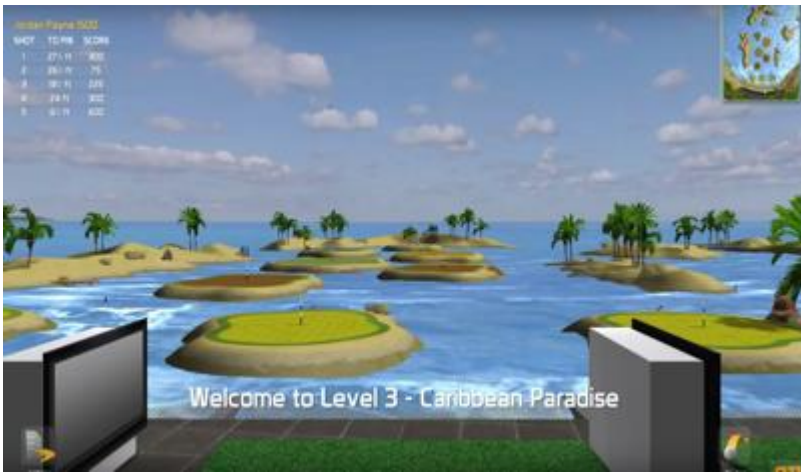






Vero Beach BigShots Golf

- ▶ A Tee Box is one of our golf bays where players can be comfortably seated with their food and drinks while playing the golf games.
- ▶ Each Tee Box comes completely equipped with seating for 5-6 people with couches, or high top tables, and is fully enabled with our state-of-the-art technology system, music, and TVs.
- ▶ Within a Tee Box System players have a touch-screen for logging in and playing the games and golf courses.
- ▶ An integral part of each Tee Box is an automated ball dispenser that reacts via a sensor to dispense golf balls to the player. Golf clubs of different types and sizes are available in each Tee Box as well. Our Doppler radar system tracks the flight of each golf ball.
- ▶ Each Tee Box is equipped with two TV screens, one devoted to gaming and the other tuned to a TV channel of the guest's choice. Guests who are not playing the games can still track scores of others in the Tee Box and have fun. Food and drinks are available to order right from a Tee Box.



Technology and Gaming

- ▶ BigShots Golf has the most advanced technology and gaming applications in the market. Each shot is traced live with Doppler radar technology giving precise feedback and results.
- ▶ Our addictive gaming is much like a video game where players can compete against each other at any BigShots Golf location in the world. The different levels in the games get more difficult as the player advances.
- ▶ BigShots Golf has games for every age, skill level and ability! Games like BigShots Islands, Pinball, Knock Out, Long Drive, or play one of the many golf course, or work on your game in the practice mode where serious golfers can improve their game and get statistical feedback on every shot.

Empowering
Golf
Entertainment

Meeting Rooms



St George Utah 42 Bay Facility



Requesting Kaysville Pole Height of 160 Ft.

Possible Layout For Kaysville



54 Bay G2 Exterior View

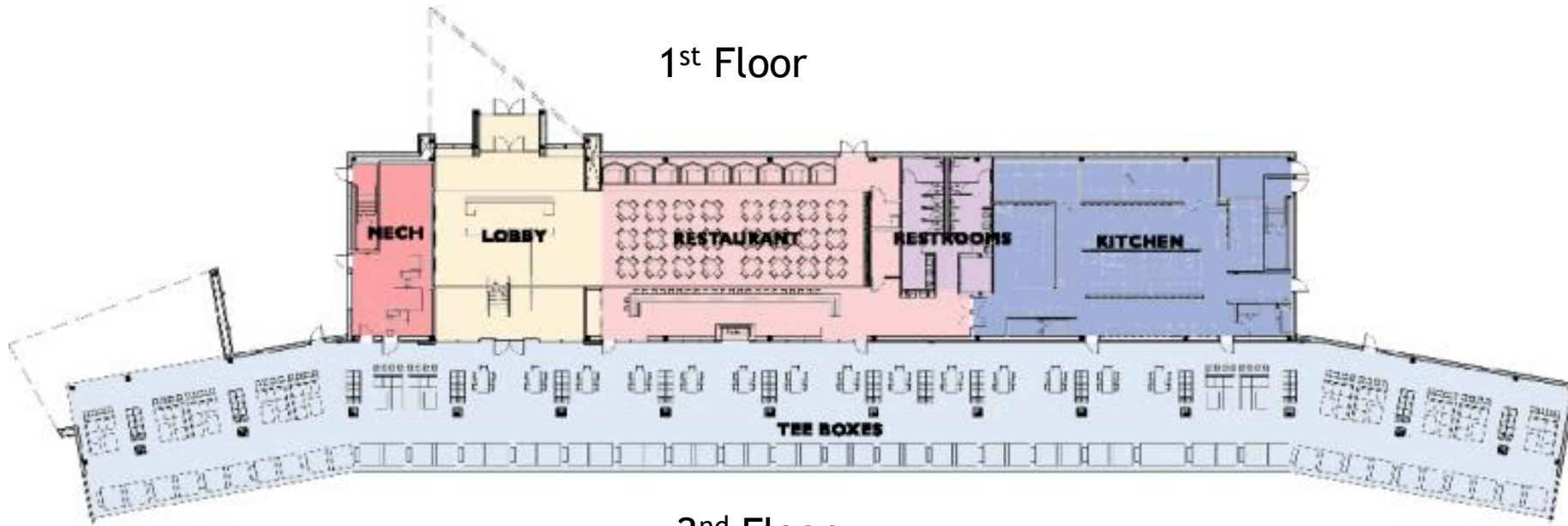


54 Bay G2 Exterior View

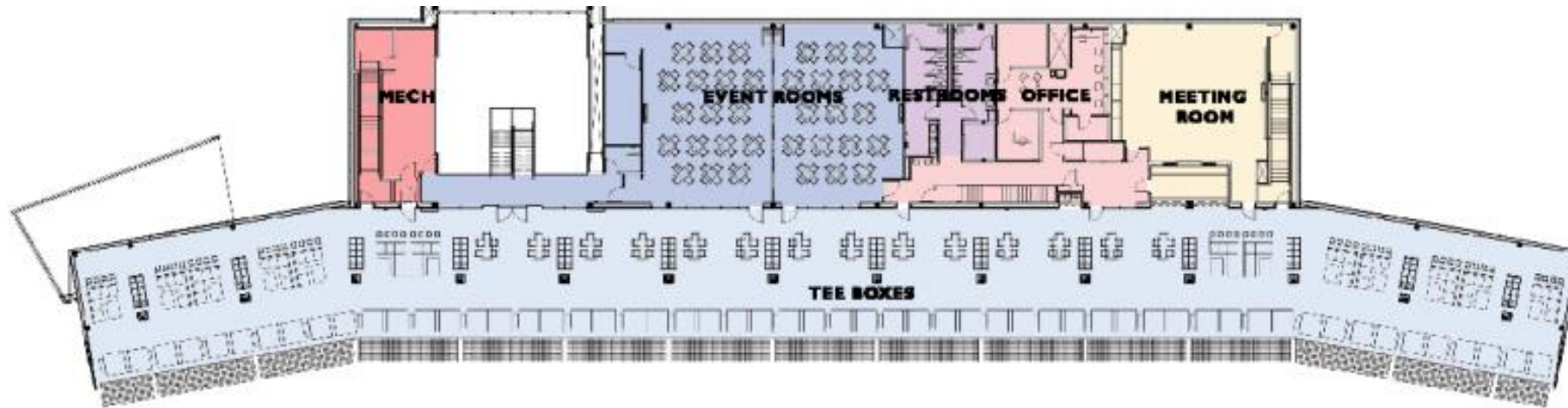


Floor Plans for Kaysville

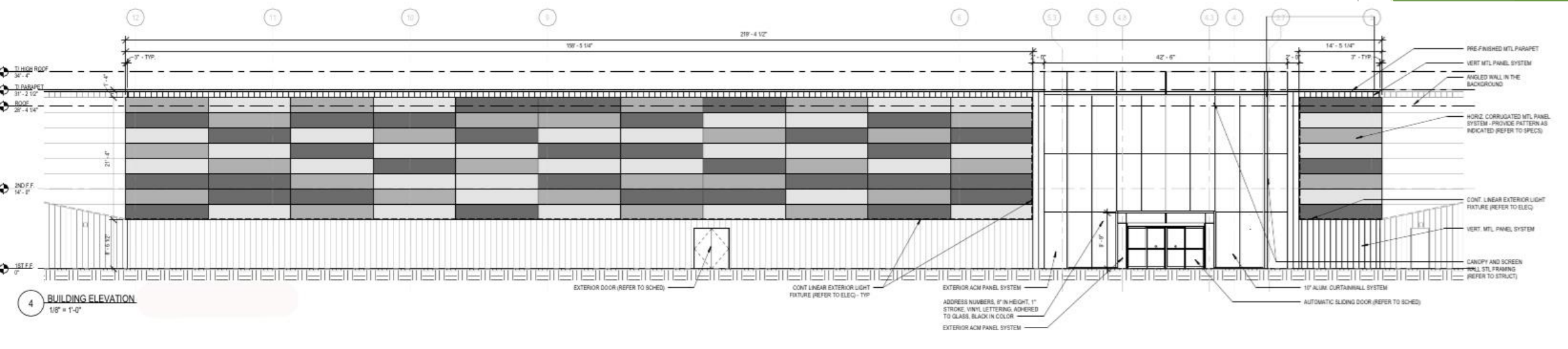
1st Floor



2nd Floor



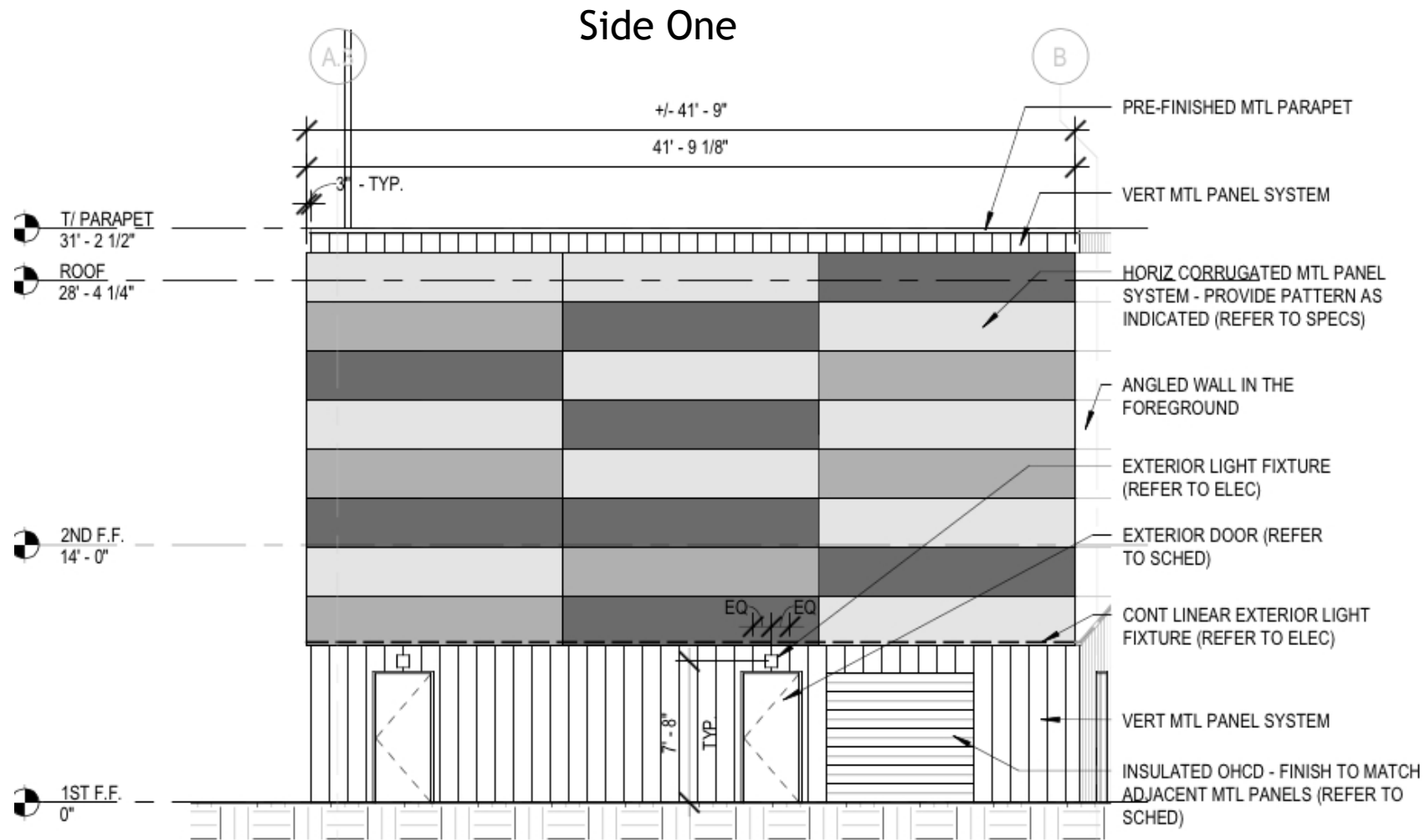
Building Heights - G2 for Kaysville



Building Height to Roof line
Building Height to High Roof
Building Width

31' 2 1/2"
34' 4"
219" 4 1/2"

Building Heights - G2 for Kaysville

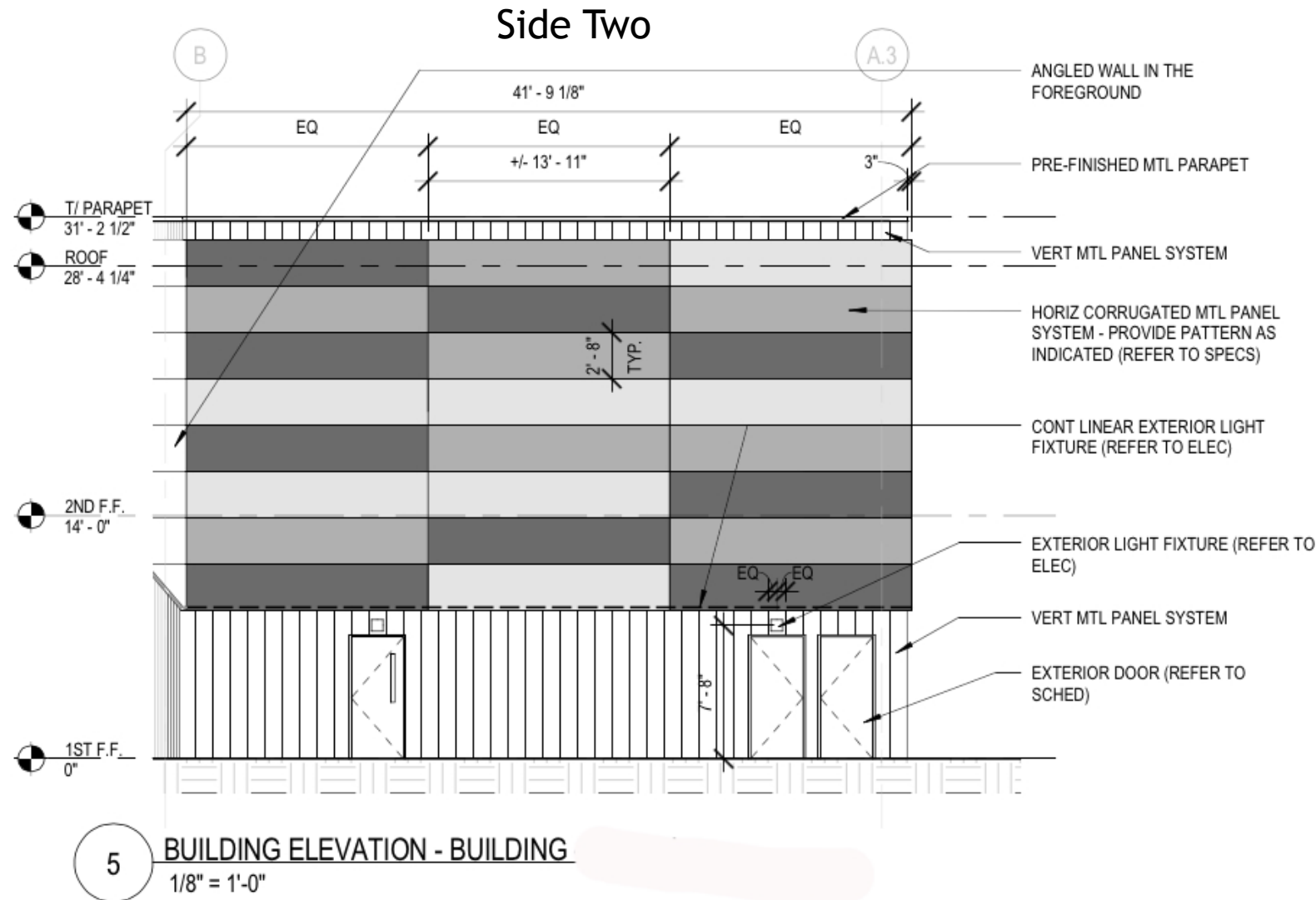


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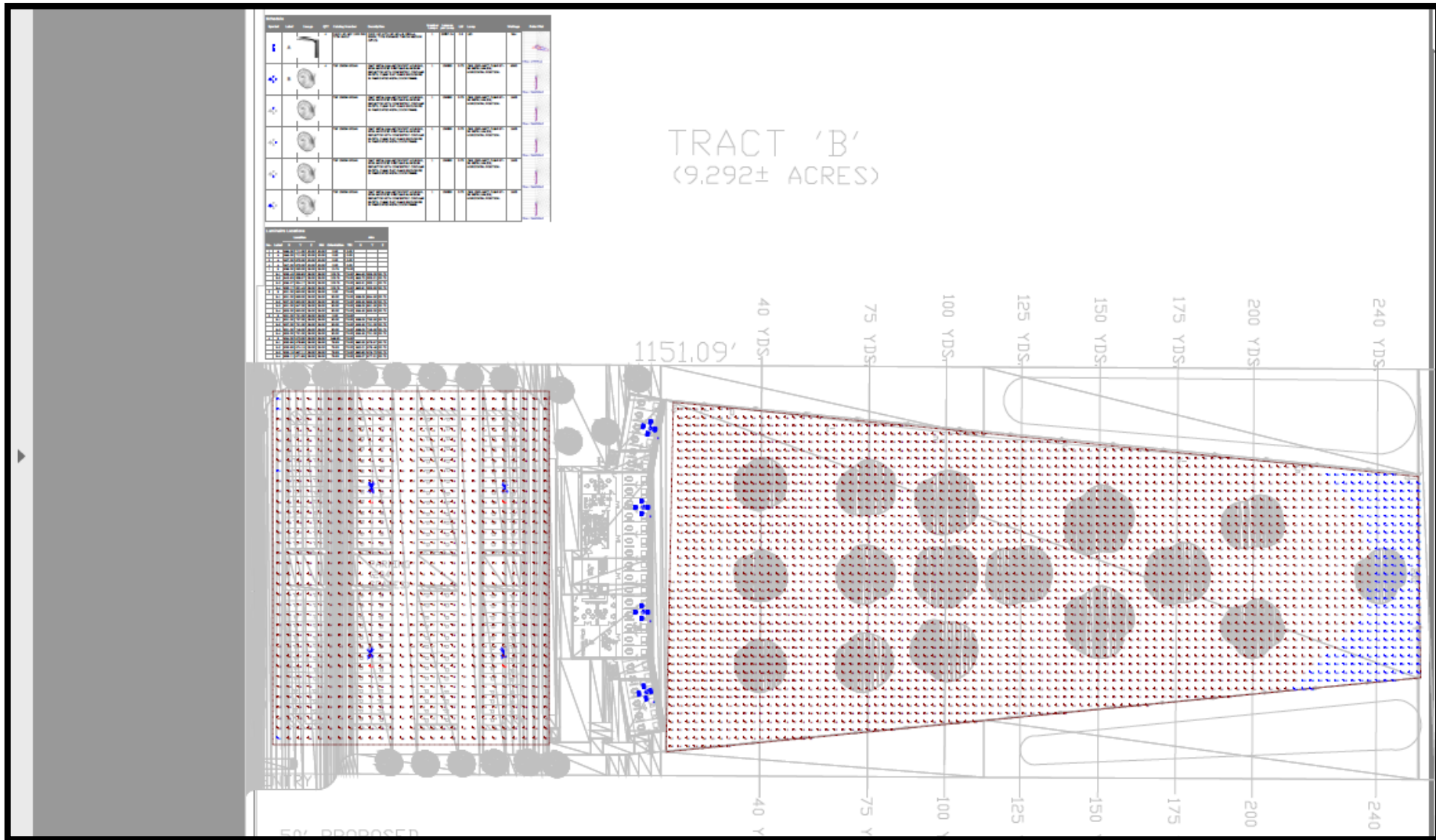
BUILDING ELEVATION - BUILDING

1/8" = 1'-0"

Building Heights - G2 for Kaysville



Photometrics



Parking Requirements for St. George - 42 Bay

SITE DATA	
CURRENT ZONING: PD-C	STALL COUNT
PARKING	
RESTAURANT AREA - 9,050 SQ FT	91
RESTAURANT OUTDOOR - 10 TABLES W/ 4 CHAIRS EACH	10
TEE BOX STALLS	42
TOTAL REQUIRED	143
TOTAL PROVIDED	201
ADA REQUIRED	7
ADA PROVIDED	8

If Kaysville was to require the same proportionate number of parking spaces as St. George, the total would be 182 stalls.

Anticipated Revenues and Usage

Based on other similar facilities, BigShots Golf Kaysville expects:

- a. Tee Boxes to be utilized approximately 50% of the time
- b. Estimated annual players/guests at 800,000
- c. Annual revenues from Food and Beverage to be \$4 M
- d. Customers to be drawn from a 40 mile radius
- e. Construction will require 10-12 months from ground breaking
- f. Will provide “protected” areas where alcohol is served
- g. Hours of operation - 9:00 am - 12 Mid (M-TH) 8:00 am - 2:00 am (F, S, S)
- h. 120 employees
- i. Evenings and weekends to be busiest

Background and Previous Discussions

- ▶ The City of Kaysville, through its consultant Better City, has been actively pursuing recreational destination users for this site and reached out to the Applicant (BigShots St George) in 2017 to request you open a facility in the City at this location;
- ▶ The Applicant visited with the City Manager and Better City in December 2017 to explore a potential location and further discussions were initiated;
- ▶ The City provided a Letter of Interest to the Applicant expressing interest in you locating a facility here in February 2018;
- ▶ In turn, the Applicant provided an LOI to the City of Kaysville in June 2018, expressing interest in locating at the City in the next 18 months to 4 years;
- ▶ The timing and other factors have now aligned for the Applicant to pursue a location at this site;

Clarifications and requests from Commission

- ▶ Variance for pole height of 160 feet
- ▶ Support from Kaysville City in BigShots Golf obtaining a liquor license
- ▶ Signage from I-15 exit directing customers to BigShots Golf (Boondocks)
- ▶ Entrance to BigShots Golf becoming a named city street (BigShots Drive)
- ▶ Approval from Building Commission and City Council by February 1, 2020
- ▶ Impact fee reductions - possible TIF district



QUESTIONS?



Kaysville City

STRATEGIC PLAN

Preliminary Report

January 2020



J-U-B ENGINEERS, INC.



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

OTHER J-U-B COMPANIES

*Great Neighborhoods.
Active People.
Abundant Opportunities.*

Preface

The objective of the Kaysville City Strategic Plan initiative has been to identify the City's purpose, aspirations and guiding principles. This plan will provide a framework and direction for decision-making in today's changing world and environment.

Understanding how people and neighborhoods intersect to create places to live, work, visit, and recreate was imperative in creating this plan.

The approach started with people and placed them at the center of each phase and task of the process. Significant emphasis and resources were placed on individual involvement and community building throughout this process. This approach was necessary to ensure that perceptions, concerns, values, problems, opportunities, needs and solutions were understood. The process allowed for the development of a unique

Community Mission Statement, Community Vision Statement, and Guiding Principles that were developed for the people of Kaysville, by the people of Kaysville.

The Community Mission summarizes the purpose and associated responsibilities of Kaysville City: a simple, concise and direct statement about what it does and why.

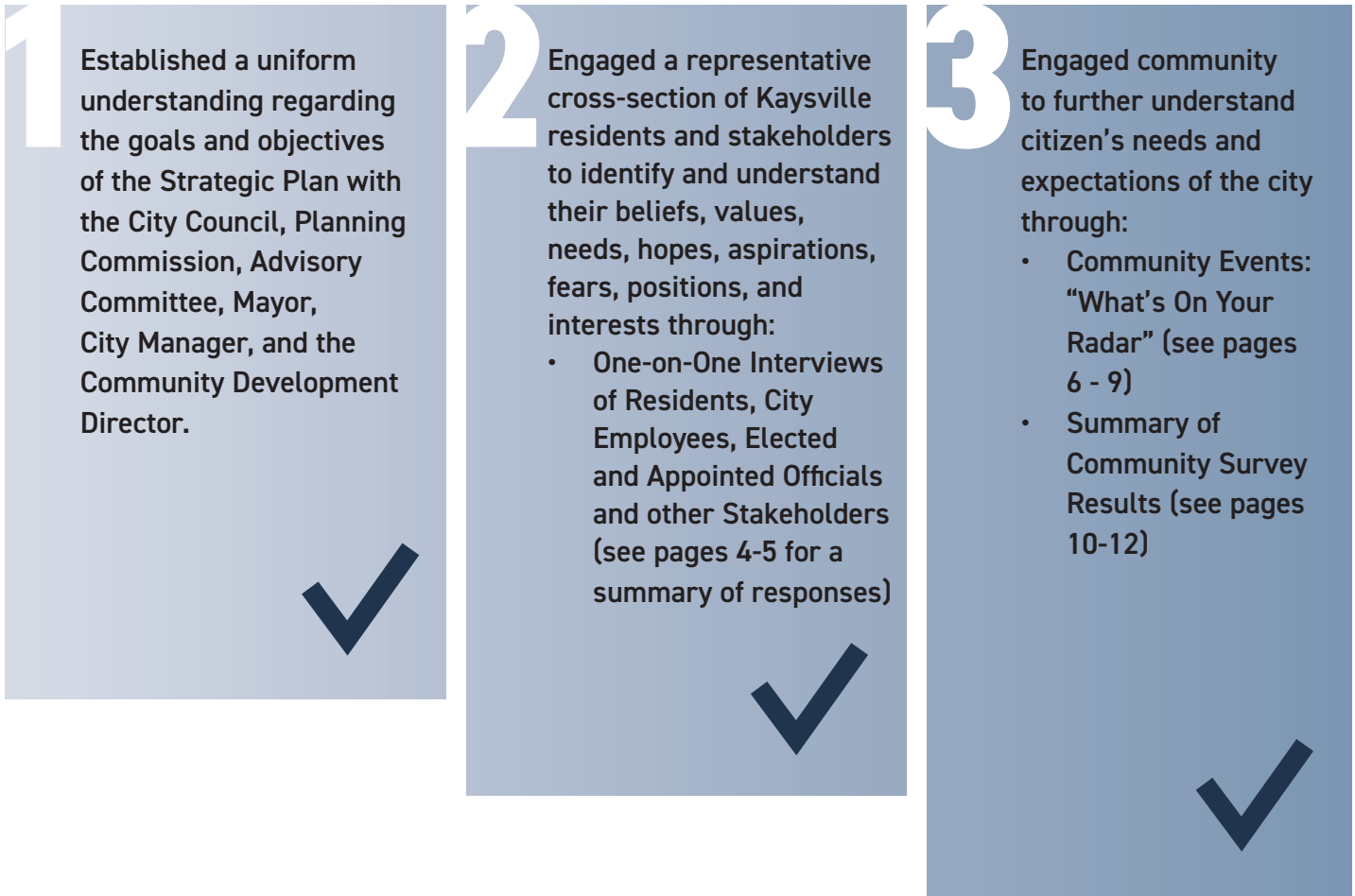
The Community Vision is a statement identifying the ideal future of the community that is aspirational and expresses the internal values, beliefs or philosophy that directs how the City carries out its mission.

Guiding Principles are the values, culture, ideals and ideas that are found to be most important to residents of the City.

Timeline

-
- 2019**
- March 28
Kickoff Meeting
 - April 12
Key Outreach and Stakeholder Development Meeting
 - April - May
Interview Question Set developed
First interviews conducted
 - May - June
Interviews conducted
Input analyzed and summarized
 - July - August
Broader public engagement at 4th of July activities, Kaysville Stroll, Housing Open House and at City Hall
 - August
Strategic Plan overview and update sent in City newsletter
 - August - September
Key themes and insights developed
 - September 5
Workshop with City Council, Planning Commission, and Advisory Committee
 - October
Update sent in City Newsletter
 - October - November
Community survey
 - November
Draft Mission, Vision and Guiding Principles developed and prototyped
 - November 21
Advisory Committee Workshop
 - December
Draft Strategic Plan developed

Process



The City's approach was to have each step inform the next and build upon the previous.

- The **One-on-One Interviews** informed the **Broader Public Outreach** at community events.
- The **One-on-One Interviews** AND the **Broader Public Outreach** at community events informed the **Community Survey**.
- All of these inputs were broken down into and informed the elements of the **Mission, Vision and Guiding Principles**.

Dialogue Heard One-on-One Interviews

Kaysville is:

A quiet bedroom community with minimal traffic and good schools.

Growing, but still feels like a small town.

Is a safe place with people who love living here.

The City should:

Provide services such as police and fire.

Build and maintain necessary infrastructure.

Continue to maintain public parks and preserve more open space.

I wish:

There were more events and opportunities to be involved.

There were more diverse housing options throughout the community.

Kaysville had a better sense of place.

What is important to you about Kaysville now and as it plans for the future?

- » Roads, Traffic & Infrastructure
- » Parks, Trails & Recreation
- » Business & Retail Attractions
- » Fiscal Responsibility
- » Safety

- » Inclusive & Connected Community
- » Tradition & History
- » Affordable Living
- » Education
- » Family Friendly

What should be the key focus areas for the community's future?

Sense of Place & Identity

History and Tradition
Preserve and Improve
Downtown and Main Street
Neighborhood Beautification



Community Events & Programming

Civic Engagement Opportunities
City-sponsored Events
Education and Technology



Economic Opportunities & Supporting Infrastructure

Business-Friendly Culture
Fiscal Responsibility
Growth/Redevelopment Planning



Housing & Livability

Provide Mixed-Use Options
Provide Multiple Housing Types
& Options
Access to Amenities & Services



Recreation & Environment

Preserve/ Develop Parks & Trails
Facilities for Arts, Activities & Athletics
Recreation Activities & Programs



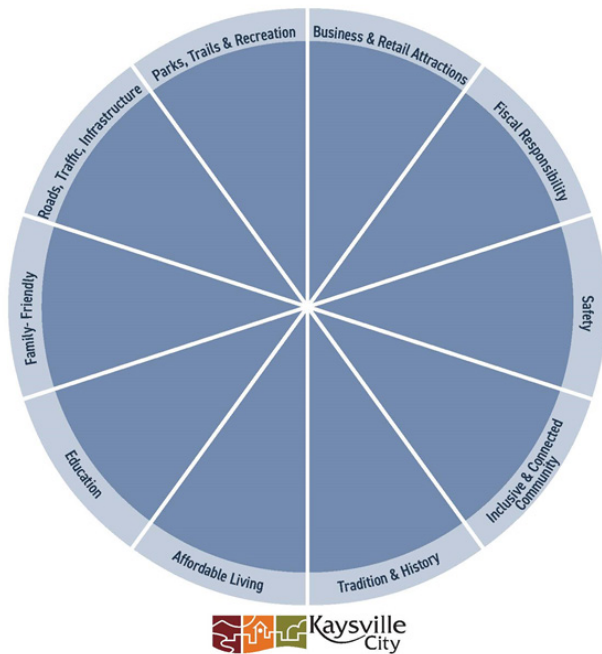
Health & Safety

Police, Fire, Emergency Response
Services
Reliable Infrastructure
Protection of Natural Resources &
Environment

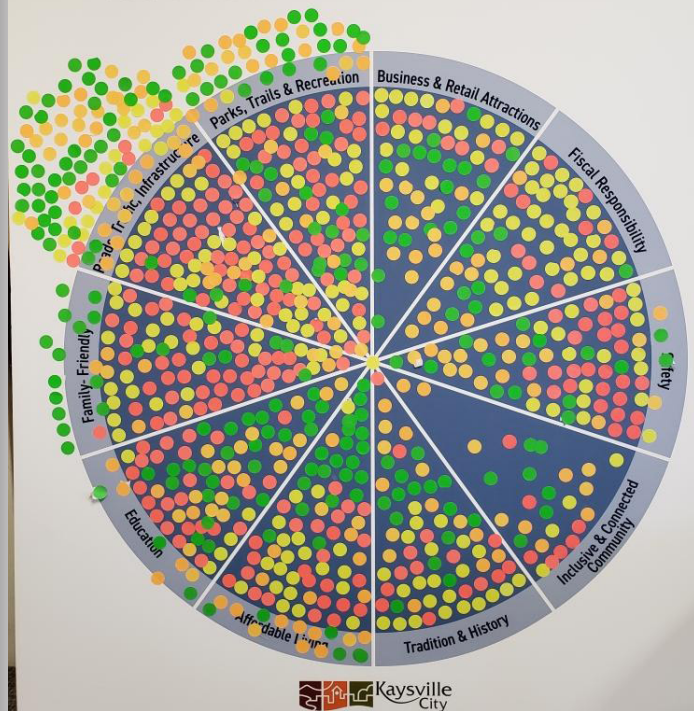


Dialogue Heard Broader Public Engagement

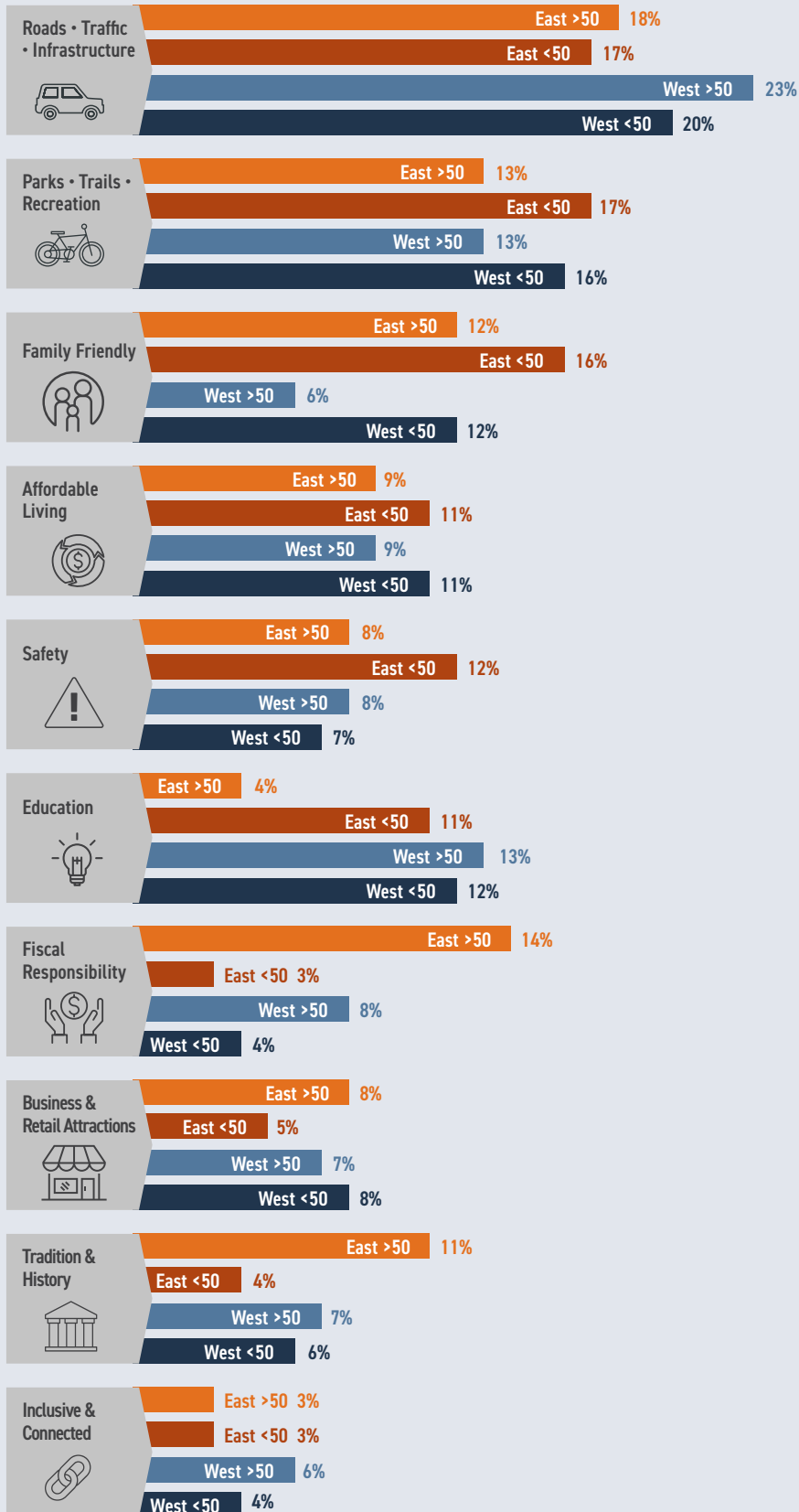
What is **IMPORTANT** to you
about **KAYSVILLE NOW** and as
it **PLANS** for the **FUTURE**?



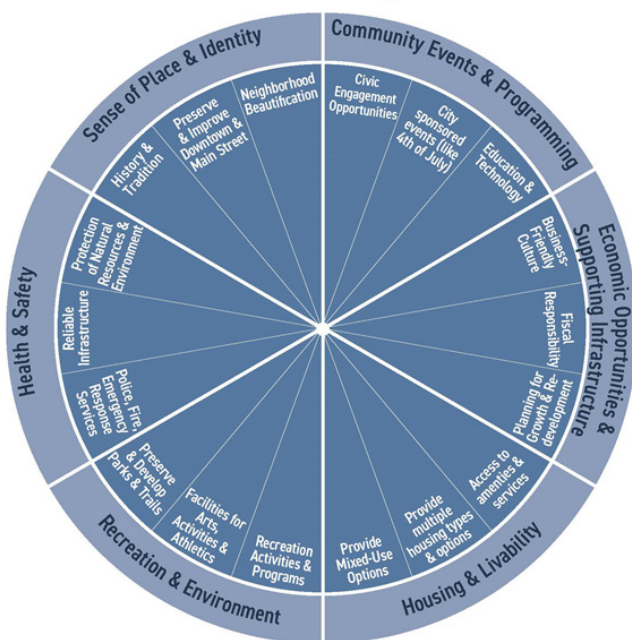
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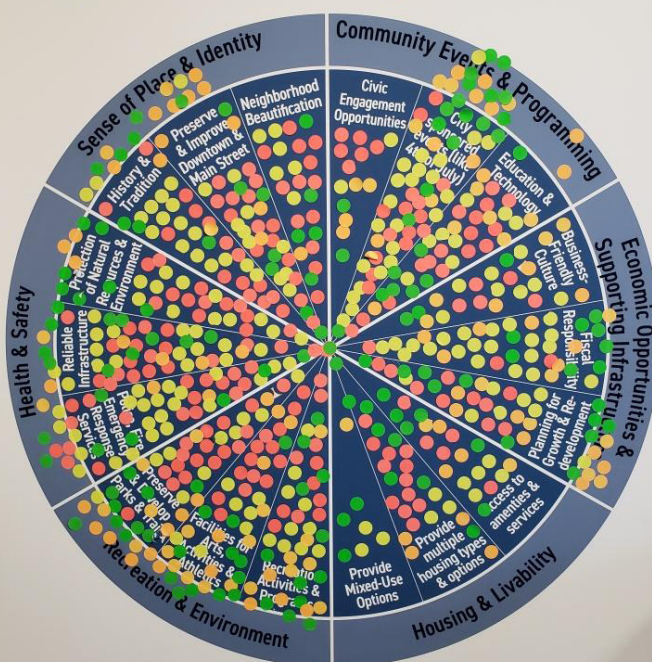
Responses



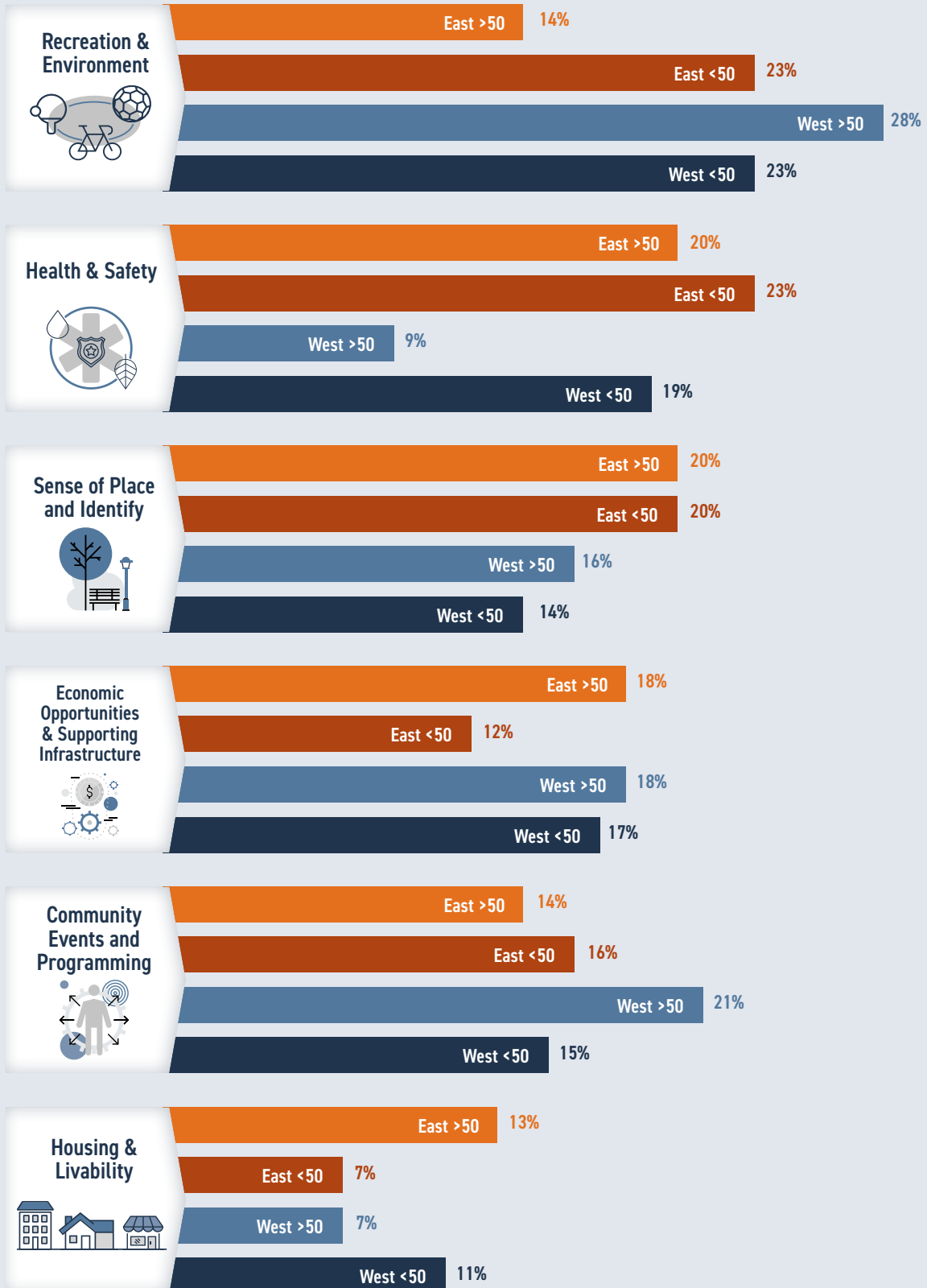
What should be the
KEY FOCUS AREAS
for the community's future?



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KEY FOCUS AREAS
for the community's future?



Responses



Community Survey Statistical Analysis

Questions were developed using input from the Advisory Committee, Planning Commission, and City Council and the information from public outreach at community events throughout the summer.

Sample Size Calculation

Target Sample Size: 380

Sample Size was calculated using a 95% confidence level with a margin of error of 5%. Confidence level is the probability that the sample's results can be inferred on the survey's population. Survey industry standard is 95%. Margin of error is the plus/minus range that can be placed on the samples results to indicate where the population's results would fall. Survey industry standard is 5%.

$$\frac{0.5 \times (1 - 0.5)}{0.05 \div 1.96^2} = 384.16$$
$$\frac{384.16 \times 32,000}{384.16 + 32,000 - 1} = 379.6$$

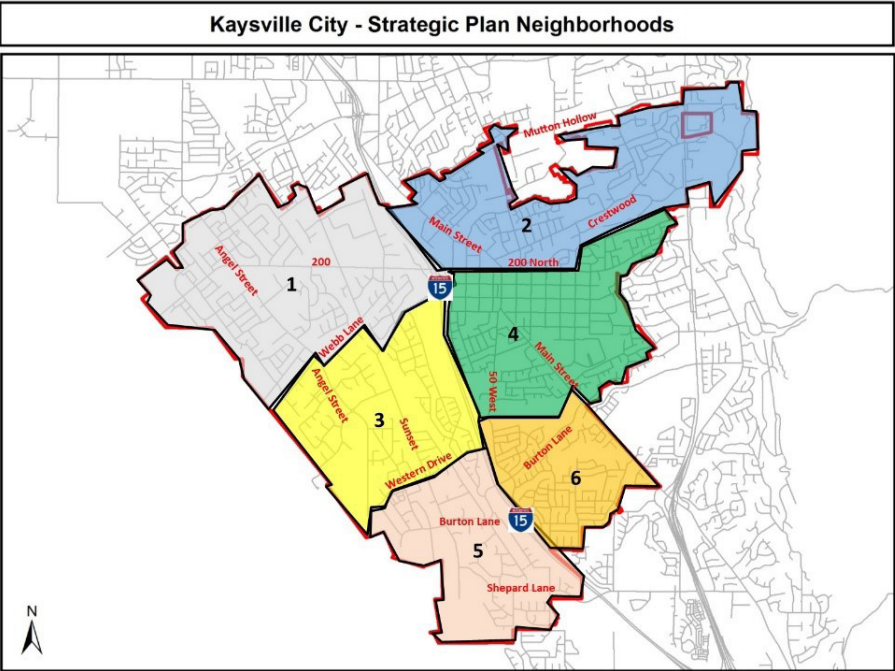
Achieved Sample Size: 705

The team also wanted to ensure that neighborhoods were geographically represented:

Regions in the survey and percent of total with number of respondents from each:

ANSWER CHOICES	RESPONSES
1. NW	24% 169

4. E Central	17% 118
3. W Central	15% 107
2. NE	14% 101
5. SW	13% 91
6. SE	12% 86
Outside City Limits	4% 29



Dialogue Heard Community Survey

Elements of a Community Mission Community Survey Responses

a	Distinctive Competence <i>(What makes Kaysville different; What we want emphasized; What we want others to think of Kaysville)</i>	Safe and quiet
		Family friendly communities and neighborhoods
		Active people
		Where people want to live
		Quality schools and strong educational opportunities
		Rural feel ideally located with access to transit, amenities, larger cities
b	What <i>(Citizen needs are attempting to fill - not what products and services are offered)</i>	Health and safety
		Ability to get around
		Access to fill needs
		Educational opportunities
		Ability to recreate
		Opportunities
		Environment to live the best life – high quality life
		Clean, safe, well-maintained parks and facilities
		A place where their kids can raise their families
		Fiscal responsibility
		Strong leadership that serves others
c	Who <i>(Primary user)</i>	Current residents (with consideration to future generations and businesses)
d	Why <i>(Reasons or motivations)</i>	Ability to live the best life – high quality life
		Active, opportunistic community for better planning and decision-making.
		Meet basic needs of citizens
		Family friendly communities
e	How <i>(Tasks, technology, methods)</i>	Balance fiscal responsibility and growth through informed leadership.
		Foster strategic partnerships and relationships for better decision making.
		Invest in infrastructure:
		» Adequate and clean water supply » Quality public schools » Reduced traffic congestion and improved roads

e How <i>(Tasks, technology, methods)</i>	Develop Parks, Recreational facilities, programs, and opportunities: » Neighborhood parks » Playgrounds » Outdoor swimming pool/water park » Indoor swimming pool » Trails: walking/running/biking trails
	Leadership and staff that understand its residents and are sensitive to their needs
	Strong police, fire, emergency response services
	Healthy infrastructure: repair, restore, strengthen, build
	Protect natural resources/environment
	Emphasize transportation system: roads, traffic, and connectivity
	Opportunities for government and the public to collaborate and have meaningful dialogue

Elements of a Community Vision

Public Survey Responses

a What the City Does; the Outputs	Provides a safe environment
	Meets residents needs
	Fosters family friendly centered communities and neighborhoods
	Family centered community
b Unique Twists the City Brings to the Outputs <i>(This is why we're successful when others might fail)</i>	Supports quality schools and educational opportunities
	Emphasis on strong and reliable police, fire, emergency response services
	Government officials and employees are altruistic and serve the best interests of the community
	Embrace fiscal responsibility and growth through informed leadership.
	Foster strategic partnerships and relationships for better decision making.
	Emphasis on infrastructure for: » Adequate and clean water supply » Quality public schools » Reduced traffic congestion and improved roads
	Parks and recreation a priority.
	Develops parks, recreational facilities, programs, and opportunities
c High-level Quantification <i>(Scope)</i>	Current residents (with consideration to future generations and businesses)
	Rural feel with excellent access to (more stuff)
d Relatable, human, 'real world' aspects. <i>(These things should provide a solid mental image to associate with the vision statement)</i>	Recreational facilities, programs, amenities, and opportunities
	Where people want to live
	Can live a high-quality life
	A place where our kids can raise their families
	Ability to live the best life – high quality life
	Clean, safe, well-maintained parks and facilities
	Connectivity to places, people and past progress
	Respects history while embracing progress and opportunity

Prototype Mission Statements

“Kaysville is a quiet, safe residential community with great people who love the good schools, available parks and recreation programs, and the convenience of getting around due to good infrastructure.”

“Kaysville City strives to create a welcoming, safe and affordable environment for current and future citizens by embracing economic growth, preserving the historic, small-town charm and connecting community members for a high quality of life.”

Prototype Vision Statements

“Kaysville is a thriving community with a superb sense of place where housing, parks and recreation are a priority and available to all; where infrastructure is robust; and safety, support, and opportunities to live and play are abundant.”

“Kaysville is a family friendly, recreationally active, and economically balanced community that embraces fiscal responsibility and growth through informed leadership, collaboration, and partnerships that preserve the best of small town life while providing strong and robust infrastructure, safe environments, vibrant parks, recreational opportunities, and the ability to live the best life.”

“Kaysville is a family-friendly community that respects the past and embraces the future through collaborative, transparent local government, fostering education, healthy infrastructure, and economic opportunities while preserving a small-town quality of life.”

Prototype Guiding Principles

To support the Mission, Vision and steer community efforts in the right direction, these Guiding Principles provide guidance, inspiration, and focus during our collective efforts.

- Build and maintain quality long-lasting infrastructure and connectivity
 - Decision-making based on information, facts and analysis; not ego, tradition, or individual political agendas
 - » Transparency of elected officials
 - Respect the past, embrace the future
 - » Increase pride in Kaysville through actions and decision-making
 - Create and maximize economic and relational opportunities
 - » Strive for sustainable growth with an emphasis on financial health, integrity, and building public trust
 - » Foster strategic partnerships and relationships for better outcomes
 - » Favor collaboration over competition by supporting community partners and educational institutions
 - Welcome thoughtful opinions and experiences to build collective intelligence
 - » Diverse input from various locations and across multiple sections is valued over believing in the lone genius
 - » Check assumptions and turn obstacles into opportunities
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