



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, August 19, 2021, starting at 7:00 P.M. in the **Council Chambers in Kaysville City Hall at 23 East Center Street, Kaysville, UT**. A Kaysville City Architectural Review Committee meeting will be held immediately following the council meeting.

The meeting will be streamed on YouTube, and the link to the meeting will be posted on www.KaysvilleLive.com. For those wishing to direct comments to the City Council can do so in-person, or email comments to publiccomment@kaysvillecity.com. Emailed comments will NOT be read out-loud at the meeting. Members wishing to speak during an Action Items or during Call to the Public must sign-up in person before the meeting to speak.

CITY COUNCIL Q&A – 6:30 P.M.

The City Council will be available to answer questions or discuss any matters the public may have.

CITY COUNCIL MEETING – 7:00 P.M.

The agenda shall be as follows:

1. OPENING
 - a. Provided by Council Member Andre Lortz.
2. PRESENTATIONS AND AWARDS
 - a. Parks and Recreation Department Presentation – Cole Stephens, Director.
3. DECLARATION OF ANY CONFLICTS OF INTEREST
4. CONSENT ITEMS
 - a. Approval of Minutes of August 5, 2021.
 - b. Approval of purchase for an SCBA Compressor – Kaysville Fire Department.
 - c. Approval of a Job Description for Public Safety Therapist/Counselor.
 - d. A Resolution amending the Kaysville Personnel Manual to reflect recent medical cannabis changes to the Utah State Code.
 - e. A Resolution accepting the terms of the “Subrecipient Agreement for the Conduct of a Community Development Project” with Davis County for CDBG Funding.
 - f. Letter of Assistance with the Utah Department of Transportation.
5. ACTION ITEMS
 - a. An Ordinance enacting Section 17-31-3, Internal Accessory Dwelling Units.
 - b. A Resolution authorizing the City Manager to negotiate with Weber Basin to sell portions of real properties currently owned by the city.
6. WORK ITEMS
 - a. Discussion on the Status and Future of the Kaysville Library.
 - b. A Resolution to Swap Fiber and Related Services for Right-Of-Way with the Central Davis Sewer District.
 - c. Discussion about Lobbying efforts.
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 ARCHITECTURAL REVIEW COMMITTEE MEETING

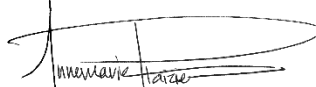
The agenda shall be as follows:

1. Opening.

2. Amending Section II, Landscaping, of the Development Standards for the Kaysville Business Park to allow for more water efficient landscaping.
3. Consideration of landscape plan for GP motors at 652 North Kays Drive.
4. 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 at least 24 hours in advance of the meeting to be held.

I hereby certify that I posted a copy of the foregoing Notice and Agenda and emailed copies to media representatives on August 27, 2021.



Annemarie Plaizier
City Recorder

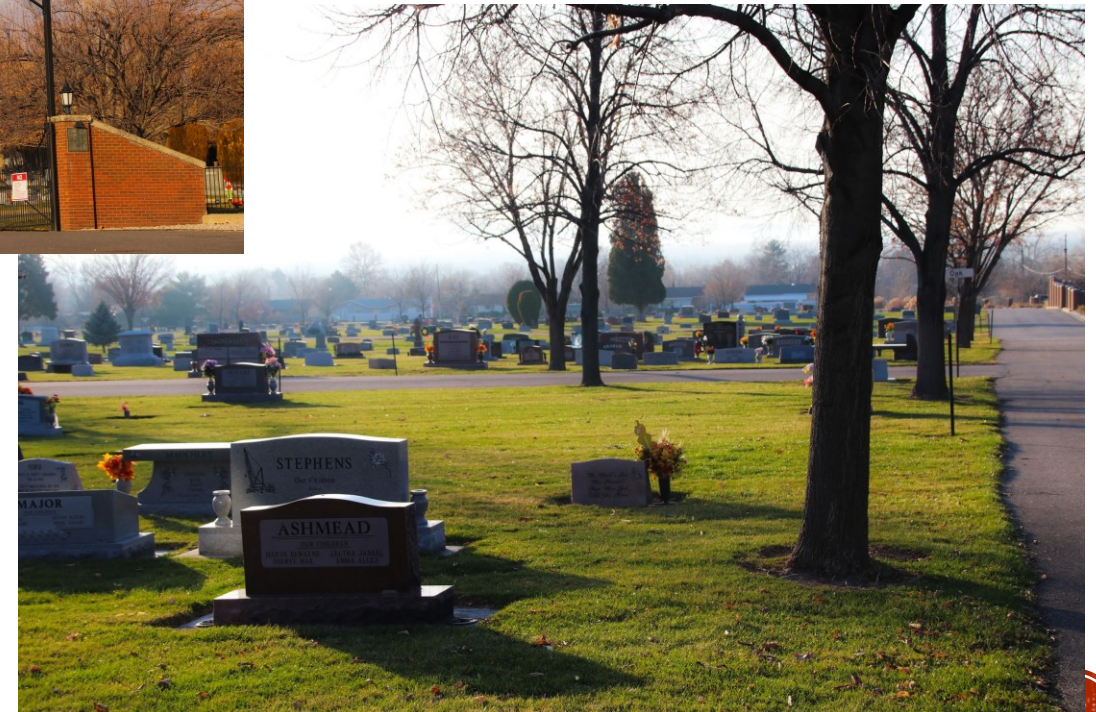


KAYSVILLE PARKS AND RECREATION - DEPARTMENT REPORT SEPTEMBER 2, 2021

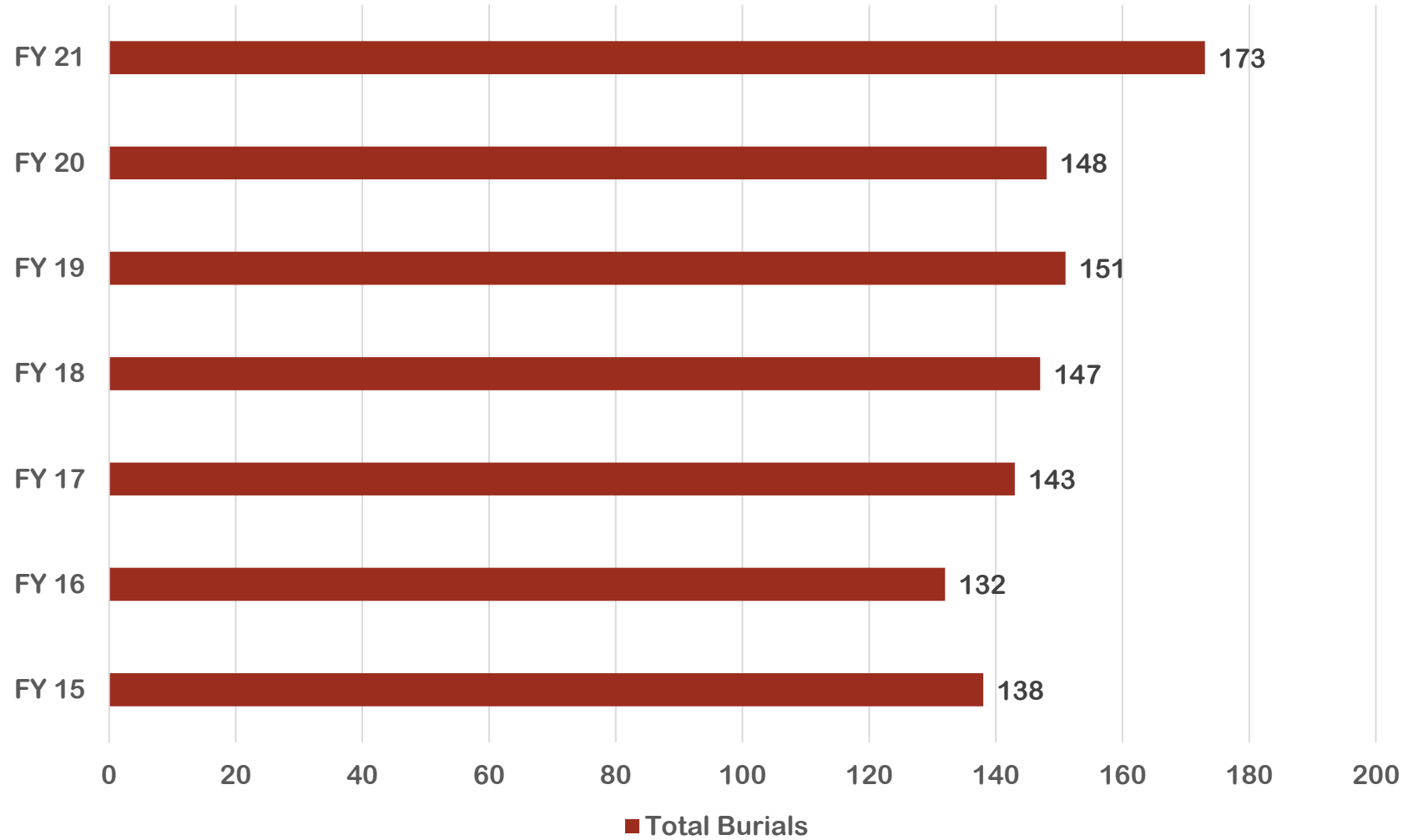


Kaysville City Cemetery

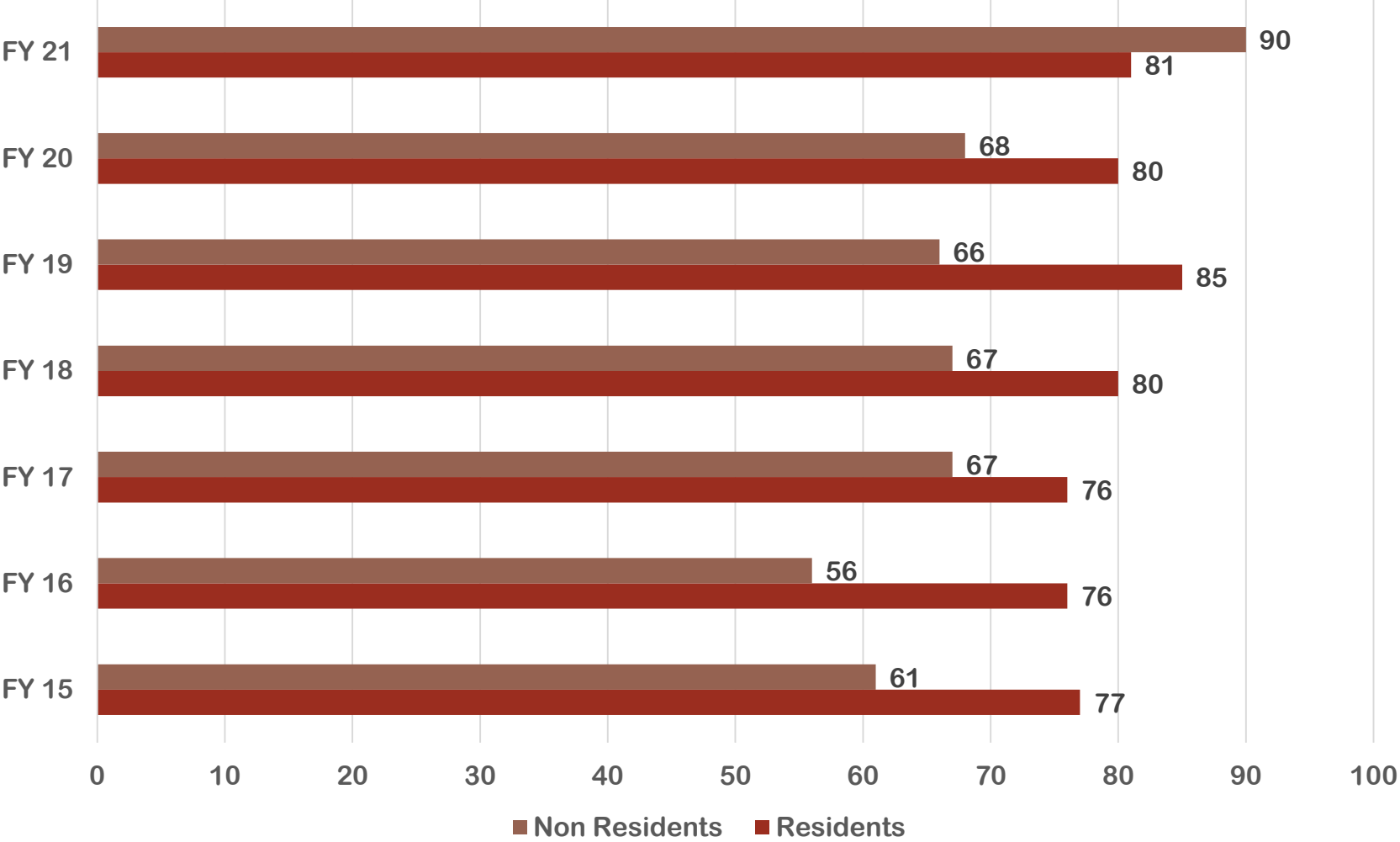
1865



6 Year Burial History



6 Year Burial History - Resident vs Non-Resident



CEMETERY

- **22.4 acres**
- **FY 21 averages 3.33 burials per week**
- **Concerning trend in Resident vs Non-Resident burials and status of surrounding municipal cemeteries**
- **Future Long and Short term plans**
 - **Title 12 ordinances changes in fall 2021 addressing sale of burial right certificates, headstones, etc**
 - **Cemetery expansion/additions – What happens?**
 - **Staffing - additional FTE needed at current interment rate**
- **Cremations seeing a slight uptick in numbers**
- **September 2020 windstorm lost 40 trees**



PARKS

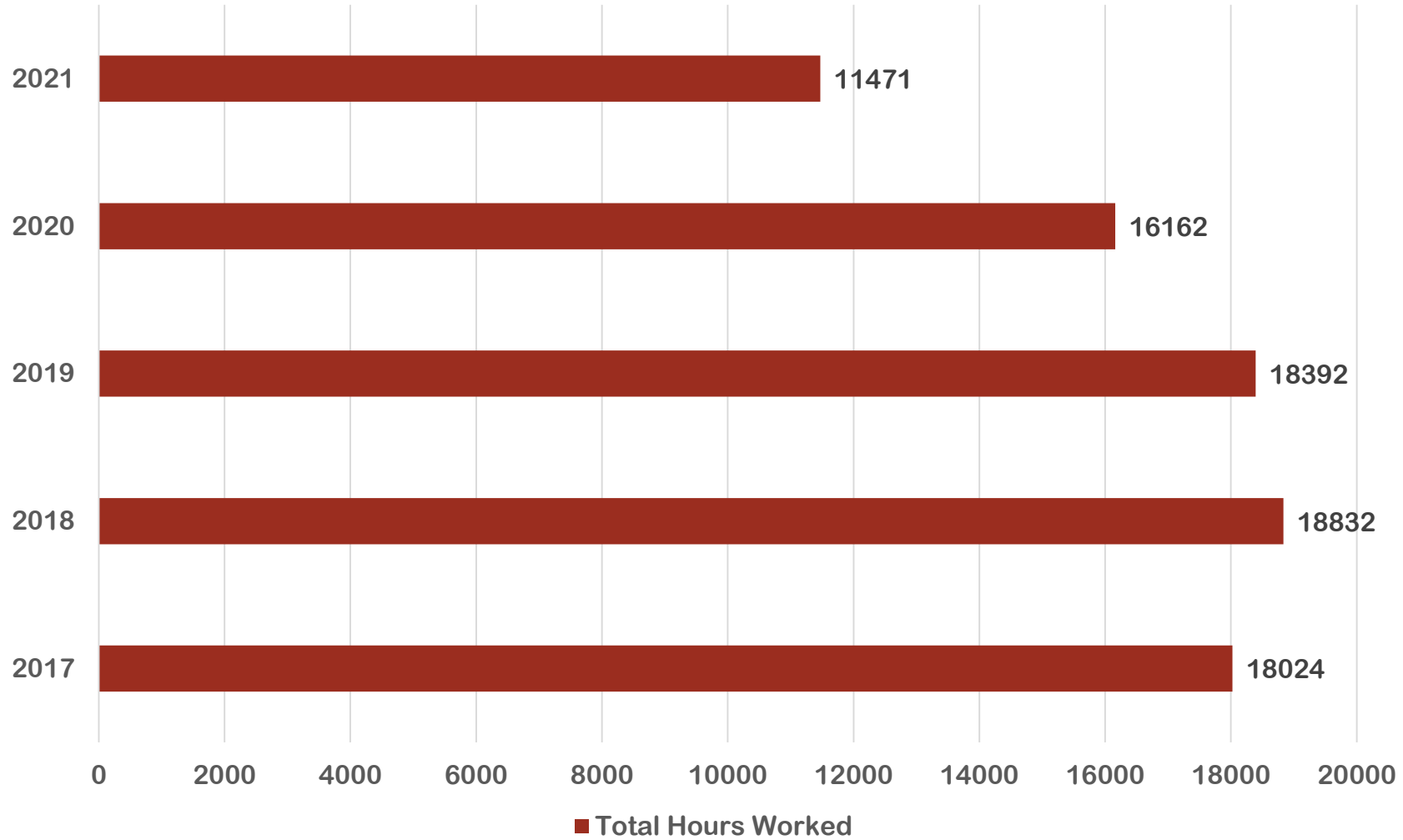


PARKS

- **158.29** acres developed Parks and Public Properties maintained
- **214.53** acres undeveloped Parks and Public Properties maintained
 - Schick Lane park site began development in 2021. Current drought conditions have held the planting of grass and other vegetation. All irrigation and concrete sidewalks have been completed.
- City Hall Landscaping planter material has been planted, drought conditions have delayed any planting of grass currently.
- Two new parks positions in FY 22 budget.
- Shortage of Seasonal employees (see following chart)
- Water conservation for 2021 irrigation season:
 - Reduced all irrigation by 35%
 - Identifying areas of turfgrass that can be eliminated and re-landscaped with more drought tolerant landscaping (ex Operation Center). This will require budget funding as areas are identified for future budget years.
 - Dedicated seasonal crew to irrigation – checking and fixing system daily.



5 Year Seasonal Employee Hours Worked



RECREATION



YOUTH
PICKLEBALL TOURNAMENT



Recreation

- **Staffing – Bryan White was hired as a new Recreation Coordinator in July. Tracy Murray desired to go Part time in July with the new part time benefited position.**
- **Programming Trends**
 - **2021 saw an increase in all of our sports and summer programs.**
 - **Drought has been an issue with field space. DSD pulled schools from fall use. We have had to be creative in finding space for all teams to practice on City property.**
 - **Decreased use of DSD gymnasium space for indoor programs such as Jr Jazz. This has been a trend for the past few years and continues to be problematic for the future**
 - **Accommodated almost 10,000 individuals from Spring 2021 to current.**
 - **Top Programs**
 - **Soccer = 2,321**
 - **Baseball/Softball = 1,438**
 - **Pickleball = 866**
 - **Tackle and Flag Football = 782**



COMMUNITY EVENTS

- Daddy Daughter Dance (cancelled for 2021)
- Easter Egg Hunt
- Arbor Day Program
- Memorial Day Observance Program
- Movie in the Park
- July 4th Celebration
- July 24th Scholarship Breakfast sponsored by Bowmans
- Veteran's Day Program and Lunch (TBD)
- Kaysville Gives and Lighting of Main



FACILITIES

- Old Library building – built in 1944
- Recreation Building – built in 1968
 - Served as the Fire Station until 2000
- Municipal Center – 1986 with major remodel/addition 2020
- Operation Center – built in 1992
 - Current RFQ underway for future expansion possibilities
- Fire Station – built in 2000
- Police Station – built 2014
- Total of 80,100 sq ft of maintained facilities
 - Custodial Services, HVAC systems, general maintenance, etc



DEPARTMENT CHALLENGES

■ Facilities

- HVAC systems on going maintenance and upgrades
- Roof issues (Operation Center, 30 yrs old)
- Departmental spacial needs. Operation Center (RFQ FY 22)
- General building updates and repairs
 - Carpets, fixtures, general repairs and remodels, touchless restrooms, etc.

■ Parks

- Funding for maintenance / replacement of aging amenities
- Seasonal Staffing trends
- Funding for playground replacements
 - Average life span of a playground is 20 years, we have 13 playgrounds. Budget should include a replacement every other year.
 - Replaced one in FY 21 and one scheduled for FY 22.

■ Recreation

■ Gym Facilities

- Cancelled 2019 Men's basketball league (league history 2009-2018) due to lack of gym space. Telling past participants they will need to go to Farmington City.
- Current year Jr Jazz – may have to cancel upper age group leagues due to lack of gym space.
- DSD is scheduling gym space online – More and more requests denied each year.

■ Sportsmanship

■ Staffing (youth, umpires, etc)

■ Cemetery

- Long term land planning
- Additional staff with current internment levels.



PARKS AND RECREATION FUTURE

- Parks and Recreation Advisory Committee working on Master Plan, hopefully completed in late fall of 2021.
- RAMP Tax forwarded to November ballot for citizens vote. Estimate of \$400K annual revenue for use in Recreation, Arts, Museum and Parks.
- Optimize existing space in the Cemetery thru lot platting of future plats
- Schick Farm park site (south side) began development in 2021 and will continue in 2022 based on drought conditions.
- Facility maintenance and general building upgrades as needed, funding is main concern
- East Mountain Wilderness Park pedestrian bridge on Bonneville Shoreline trail was completed in fall of 2020. Work is underway on trail improvements. Also working with Davis County on grant applications for improved and expanded parking at trailhead area.



KAYSVILLE CITY COUNCIL
August 5, 2021

Minutes of a regular Kaysville City Council meeting held on August 5, 2021 at 7:00 p.m. in the Council Chambers in Kaysville City Hall at 23 East Center Street, Kaysville, UT.

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

Others Present: City Manager Shayne Scott, City Attorney Nic Mills, City Recorder Annemarie Plaizier, Community Development Director Lyle Gibson, Information Technology Assistant Jordan Hansen, Lieutenant Paul Thompson, Public Works Superintendent Josh Belnap, Parks and Recreation Director Cole Stephens, Gil Miller, Julie Shaw, Jay Welk, Perry Oaks, Brigg Lewis, Christopher Layton, Becky Hayward, Marcie Handy, Steve Lyon, Julie Shaw

OPENING

Council Member Adams opened the meeting and led the audience in the pledge of allegiance.

PRESENTATIONS AND AWARDS

RECREATION, ARTS, PARKS, AND MUSEUM (RAMP) UPDATE

Gil Miller, representing the Kaysville Citizens for RAMP, read a letter written by their committee. Mr. Miller said that nearly every surrounding city in Davis County has some type of RAMP tax, which is a very small sales tax on discretionary purchases, not including purchases of groceries, gas and services. The State legislature-approved tax equates one cent on every ten dollars of discretionary spending, which is then spent towards RAMP projects. Kaysville is missing out on this tax when our surrounding cities are benefitting from it. It's our turn now. The Kaysville Citizens for RAMP is recommending that the Council approve the language to put the RAMP initiative up for citizen vote on the November 2021 ballot. We are also recommending that an independent citizen committee be formed with balanced representation from the four RAMP disciplines: Parks and Recreation Advisory Board, Museum Board, and the Arts Community. We also recommend that those members fairly represent a cross-section of the city geography. This RAMP committee should be charged with creating recommendations to the Council for implementation of a RAMP allocation and distribution plan. It is important that the community see citizen input and not perceive the allocation recommendations are determined by the city. The Committee needs to be transparent to the citizens regarding its findings and recommendations, and have a system in place to receive input from citizens. There also needs to be complete and detailed transparency during the city budgeting process regarding the use of RAMP funds.

DECLARATION OF ANY CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

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

- a. Approval of Minutes of July 15, 2021.
- b. Approval of purchase for radio equipment for the Fire Department.

The motion was seconded by Council Member Tran.

The vote on the motion was as follows:

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

The motion passed unanimously.

C. A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL COOPERATION TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT

Council Member Lortz asked about the timing of the road extension project.

Public Works Superintendent Josh Belnap responded that city staff met with the project designer and Farmington and they hope to get this project out to bid this fall. There are several components involved with the funding.

Council Member Lortz made a motion to approve a Resolution authorizing the city manager to execute the Interlocal Cooperation Transportation Project Reimbursement, seconded by Council Member Blackham.

The vote on the motion was as follows:

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

The motion passed unanimously.

ACTION ITEMS

ADDITION OF TITLE 6, CHAPTER 8, SECTIONS 1-3 TO THE KAYSVILLE CITY CODE, ENACTING A CRIMINAL BATTERY ORDINANCE

City Attorney Nic Mills explained that the proposed ordinance adds the crime of Battery to the Criminal Code. Battery would be a valuable look in our city to resolve low-level assaults and

charge offensive, but not injurious, physical contact that is not covered by current law. The Utah assault statute Kaysville has adopted narrowly defines assault as intending or causing actual bodily injury. This Battery Ordinance will prohibit and allow the city to prosecute physical contact that rises to the level of offensive, insulting, or provoking, regardless of whether actual bodily injury is caused or intended.

Council Member Barber made a motion to approve an Ordinance adding to Title 6, Chapter 8, Sections 1-3 of the Kaysville City Code, enacting a Criminal Battery Ordinance. The motion was seconded by Council Member Adams.

The vote on the motion was as follows:

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

The motion passed unanimously.

A RESOLUTION SUBMITTING AN OPINION QUESTION FOR THE NOVEMBER 2, 2021 ELECTION BALLOT TO CITIZENS REGARDING THE IMPLEMENTATION OF A RECREATION, ARTS, PARKS, AND MUSEUM (RAMP) TAX

Nic Mills explained that the city has been in contact with our bond counsel and a resolution needs to be authorized by the city in order to put the RAMP tax on the November ballot for the citizenry to decide if Kaysville will enact a RAMP tax. It contains language, which will appear on the ballot and provides direction to city staff to effectuate such. This resolution will need to be sent to the state by August 19th.

Mayor Witt opened the floor for comments from the public.

Julie Shaw commented that she represents a group of citizens who are in favor of a community pool. Their group was created a couple of years ago and the number of members are continuously growing. They support a RAMP tax and know that it could potentially help the city get its own pool. The survey recently conducted by Y2 Analytics shows that there are many citizens interested in having a community pool. Our citizens are also supportive of our parks and recreation, and we want to see our services improve. This is a good step in the right direction.

Mayor Witt closed the public comment and thanked those who spoke.

Council Member Barber made a motion to approve a Resolution submitting an opinion question for the November 2, 2021 election ballot to citizens regarding the implementation of a recreation, arts, parks, and museum (RAMP) tax. The motion was seconded by Council Member Blackham.

Council Member Barber commented that it is important that this initiative comes from the community and, if approved, it will give good opportunities to the city to help provide some of

these types of things citizens would like to see in the city. This RAMP tax will help to support multiple areas of interest and will help to enrich the entire community.

Council Member Tran said that the decision to put this on the ballot is based on the input we have received from the community over the last 4 years or more. All of the responses received have indicated that this is something that the community would support, but we will see what happens when it is put on the ballot. Our citizens need to make a decision on this and not make it seem that it's coming from the city's initiative.

Council Member Lortz said that the citizens value our parks and recreation programs and this RAMP tax will help to ensure that the city will have the ability to maintain a high level of services, and we hope to be able to expand and diversify what the city offers.

Council Member Barber said that in the title of the resolution it says: "...to authorize a local sales tax of one-tenth of one percent (0.1%) on *certain qualifying transactions*..." and asked if that language could be reflected in the ballot question language to help with clarification.

Council Member Barber amended her motion to approve a Resolution submitting an opinion question for the November 2, 2021 election ballot to citizens regarding the implementation of a recreation, arts, parks, and museum (RAMP) tax with the recommendation that "certain qualifying transactions" be included in the ballot question language. Council Member Blackham seconded the motion.

Council Member Blackham asked about including "non-food items" as qualifying transactions within the ballot language.

Council Member Barber said that it could be clarified further in the voter information pamphlet.

Nic Mills commented that the ballot question language being proposed in the resolution mimics state code and is the safest language to be proposed to citizens.

Council Member Barber amended her motion to approve a Resolution submitting an opinion question for the November 2, 2021 election ballot to citizens regarding the implementation of a recreation, arts, parks, and museum (RAMP) tax with the recommendation that Staff investigate whether the language "certain qualifying transactions" is appropriate to be included in the ballot question. Council Member Blackham seconded the motion.

The vote on the motion was as follows:

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

The motion passed unanimously.

WORK ITEMS

DISCUSSION ON A WATER CONSERVATION ORDINANCE

Public Works Superintendent Josh Belnap explained that in response to the worsening drought situation, the Public Works and Legal Departments have been working together to create an ordinance to encourage water conservation and help protect water storage amounts in time of need. This proposed ordinance would help define basic restrictions, provide an ability to enact stricter measures if needed, and will define a process on how to address violations of the same.

Mayor Witt asked about enforcement.

Josh Belnap responded that the city is anticipating that our water providers make the initial contact with customers and work with the city in regards to enforcement. Recourse would be implemented through customer's city utility bills.

Council Member Barber asked about the implementation of additional restrictions on water usage during local or statewide need for water conservation.

Josh Belnap responded that it would be for a limited duration and would outline the purpose of the restriction.

Council Member Tran asked about how the city would know if someone is out of compliance.

Josh Belnap responded that it could be through a variety of ways, such as neighbor reporting or reviewing meters. Some water providers have been very proactive on not only requiring meters on new construction, but also getting grants for money to install meters on existing uses.

Council Member Tran asked about possibly limiting culinary water in the future.

Josh Belnap responded that Section 9-4-19 would allow for further restrictions to be implemented, should the need arise. Mr. Belnap added that if this ordinance is approved, enforcement of it could begin immediately. We need to ensure that this ordinance is communicated properly to our utility providers and our residents.

Council Member Lortz made a motion to move the water conservation ordinance to an action item, seconded by Council Member Tran.

The vote on the motion was as follows:

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

The motion passed unanimously.

DISCUSSION ON A MIXED USE (MU) ZONING ORDINANCE

Lyle Gibson explained that in their July 15, 2021 meeting, the City Council reviewed a proposed Mixed Use (MU) zoning ordinance and asked that it return to the Council with the following suggestions made to the ordinance:

- A minimum of 50% of the uses allowed in the underlying zone and 30% of the new mixed use be the standard.
- Add language to encourage that each block or street frontage develop in a similar fashion.
- Encourage ownership potential.
- Emphasize amenities and consider the amount of required open space to support residential uses.

Staff has prepared an updated draft, which is being proposed to the council tonight.

Council Member Adams commented that a future council might have a different vision of what this zone should look like and asked if there were a way to ensure that the look and feel of a neighborhood stay consistent.

Lyle Gibson responded that there will be some subjectivity, but this ordinance states that all uses and structures shall be cited and designed to be compatible with another. The council will have a lot of discretion when reviewing and approving this type of zoning.

Council Member Blackham commented that he appreciates that there is assurance that the underlying zone will not be discredited through this ordinance. This is something new for the city and is excited to see how this will work.

Council Member Lortz said that the idea with this ordinance is that commercial district properties will be applying for the mixed-use overlay zone, not residentially zoned properties. The only residential zone that this could potentially apply to would be the R-M zone, and there aren't many properties zoned R-M that would be able to do this.

Lyle Gibson said that with the update of the General Plan, we will have a general concept of what this mixed use zone would look like and where it could be implemented.

Council Member Tran stated that she would like to see the approval of this mixed-use zone be put on hold until the General Plan is finalized. Once we approve this ordinance, we could start to get applications for it and we need the General Plan in place as a reference.

Lyle Gibson responded that we hope to have the General Plan finalized by the end of the year. This ordinance could be approved by the Council with a specific date of it being implemented.

Council Member Lortz made a motion to move the Mixed Use (MU) zoning ordinance to an action item, seconded by Council Member Barber.

The vote on the motion was as follows:

Council Member Lortz, yea
Council Member Barber, yea

Council Member Blackham, yea
Council Member Adams, yea
Council Member Tran, yea

The motion passed unanimously.

CALL TO THE PUBLIC

Brigg Lewis commented that the city is getting more crammed with people and taxes have gone up substantially this year. If the RAMP tax is approved, the citizens of Kaysville will be taxed even further. Many residents are on a fixed income and can't afford these cost of living increases. The city has money it can allocate to these types of programs. The city received millions of dollars in stimulus money and the citizens don't know what it was used for.

Steve Lyon commented that the mixed-use zone is a good idea and is a good way to help with our taxes. Bringing in projects helps to increase our tax value and offset taxes. We need more residential areas, and a mixed use is a way to help to keep our commercial uses while bringing in more residences. However, we need to make sure that the mixed use is only allowed in certain zones and is done judiciously. Mr. Lyon added that he is also in favor of a RAMP tax to help with our parks and recreation programs.

COUNCIL MEMBER REPORTS

Council Member Blackham commented that in recent discussions about the West Davis Corridor and the trails that would be created as part of it, it was brought up that there will be a crossing in Kaysville at 200 North. The crossing is planned to be at-grade, which causes a very dangerous situation for pedestrians attempting to cross at this intersection. The city has attempted to reach out to UDOT to try to request a change order from them in order to make this an above or below grade crossing. There is still time to fix this, but it needs to be done now and we need the support of every council member. A letter needs to be sent to the governor addressing this. The city doesn't have the money to come up with the funds on our own to create this type of crossing.

City Manager Shayne Scott said that Josh Belnap had met with UDOT recently and the project manager didn't offer much hope in regards to changing the crossing. The city plans to meet with the contractor and Farmington Bay Constructors to see if they can offer any further insight.

Council Member Barber asked if an at-grade trail crossing was always planned at this intersection.

Shayne Scott responded that nothing had been officially decided on for quite some time because UDOT was unsure of which side of the corridor the trail would run on.

Council Member Tran commented that this is not just a city issue, but a regional one since many people from all over will use the trail.

Council Member Lortz stated that a community open house would be held at the Kaysville Fire Station on August 12th to provide information about the proposed increase in taxes. Many residents don't understand what the proposed tax increase is for, in regards to creating city paramedic services, and the open house is a good place for residents to get their questions answered. The

Truth in Taxation will be held on August 19th at 6:30 p.m. where the public can speak to the tax increase before the council is to vote on it.

Council Member Barber said that the 24th of July Breakfast was a great success and over \$3,000 was raised for recreation scholarships which will go towards helping create a way for youth to play sports who wouldn't be able to otherwise.

Mayor Witt thanked the city's Parks Department for their recent work done on the city hall landscaping. The city plans to add more xeriscape around all of our city buildings and properties to help be more water wise.

ADJOURNMENT

Council Member Barber made a motion to adjourn the City Council meeting at 8:43 p.m., seconded by Council Member Lortz and passed unanimously.

CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: September 2, 2021

TYPE OF ITEM: Consent

PRESENTED BY: Kaysville Fire Department, Chief Erickson

SUBJECT/AGENDA TITLE: Equipment Purchase – SCBA Compressor

EXECUTIVE SUMMARY:

The fire department currently has a 20-year-old air compressor used to fill SCBA (self-contained breathing apparatus) cylinders. It recently blew a piston, and because they no longer manufacture parts for the compressor, it took awhile to find the new part and it was costly for the city. While the compressor is currently working again, any new breaks will be cost a lot to repair (if parts can be found) and it will take too much time to get it working again. This is something we can't afford to have happen for the safety of our firefighters. Staff is recommending that a new compressor be purchased for \$49,995.00.

Council Options: Approve, Deny, Table for more information

Recommended Options: Approve

Fiscal impact & Fund Source for Recommended Action: This was an item that was not itemized in the FY 2022 Fire Budget but we believe can be absorbed and spent with budgeted funds. We would like to purchase this need now and evaluate for further changes as the rest of the Fiscal Year plays out"

Attachments: Purchase order and Weidner Fire quote



23 East Center Street
Kaysville, UT 84037

Phone: 801-546-1235

Fax: 801-544-5646

Purchase Order No: FIRE-08-17-2021-9

To: WEIDNER FIRE

Address: 135 WEST 7065 SOUTH

City MIDVALE State: UT Zip: 84047

Dept: FIRE Issued By: PAUL J. ERICKSON

Quantity	Description	Unit Price	Extention
1	SCBA COMPRESSOR/PARTS/INSTALLATION	\$ 49,995.00	49,995.00
	BUDGET LINE ITEM		
	10-57-482		
			-
			-
			-
			-
			-
			-
	SHIPPING ADDRESS		
	175 S. MAIN, KAYSVILLE UT 84037		-
			-
			-
			-
			-
			-
		Total	\$ 49,995.00

SHAYNE SCOTT
CITY MANAGER

Breathing Air Compressor System Proposal

Prepared For: Kaysville City Fire Department (August 10, 2021)



Model Proposed: Vertecon, VEC13-E3

Primary Project Contact: Justin Colligan, 801-803-0786,
justin@weidnerfire.com



August 10, 2021

Dear Chief Erickson:

Thank you for the opportunity to provide you with this proposal for a BAUER breathing air compressor system. As a world leader in high-pressure breathing air systems, BAUER offers the highest quality, safest breathing air equipment for the fire service.

Weidner Fire has had the privilege of being a BAUER dealer and service agent since 2007. In that time, we've had the opportunity to grow our installed base of equipment across the Intermountain West and to fine tune our service capabilities on this product line.

We are proud to have compressors in service from Salt Lake City Fire Department's Training Center, to Park City Fire District, to Kanab Fire Department, to Eagle, Idaho, to three locations at Rio Tinto's Kennecott Copper Mine, and at many other fire departments and industrial facilities throughout the intermountain west.

I invite you to take the time to research the quality of BAUER's manufacturing, the product's reputation for long product life and low cost of ownership, and Weidner Fire's commitment to technical expertise and customer satisfaction when it comes to field service.

If you choose to purchase a BAUER Compressor, you have Weidner Fire's commitment that we'll support this equipment for the many years you own it. Our technical service team is available 365 days week, 24 hours a day to keep your fire department up and running.

Please reach out to me anytime with questions concerning this proposal.

Sincere Regards,

A handwritten signature in black ink, appearing to read "Troy S. McBride". The signature is stylized with a large, sweeping initial "T" and a long, horizontal flourish at the end.

Troy S. McBride
Vice President, Weidner Fire
cell: 801-694-9691 | email: troy@weidnerfire.com

Quotation



135 West 7065 South
Midvale, UT 84047
Phone: 801-565-9595
Email: sales@weidnerfire.com

Order #	Date
S42413	08/10/2021

Bill To:
Kaysville Fire Department 175 South Main St. Kaysville, UT 84037

Ship To:
Kaysville City Fire Department 175 South Main St. Kaysville, UT 84037

Sales Rep	Payment Terms	FOB Point	Shipping Terms	Carrier	Ship Service
Justin Colligan	NET 30 DAYS	Origin	Prepaid & Billed	UPS	Ground

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
1	LEGACY 2/13-E3	Bauer Vertecon Breathing Air Compressor Charging Rate: 13 SCFM Number of Stages: 4 Motor: 10HP RPM: 1420 Purification System: P2-B-Securus	\$25,395.00	1 ea	\$ 25,395.00
2	CFS5.5-3S	Bauer (Containment Fill Station) Three position CFS equipped with inlet pressure gauge adjustable regulator, regulated pressure gauge, fill control valve and fill pressure gauges	\$11,150.00	1 ea	\$ 11,150.00
3	HC6000-4	Bauer 6,000 PSI UN Air Storage Cylinders, QTY 4	\$6,705.00	1 ea	\$ 6,705.00
4	LEGACY-CO-RETRO	Bauer CO Monitor	\$3,995.00	1 ea	\$ 3,995.00

Quotation

WEIDNER Weidner Fire
FIRE 135 West 7065 South
Midvale, UT 84047
Phone: 801-565-9595
Email: sales@weidnerfire.com

Order #	Date
S42413	08/10/2021

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
5	SER-BAU-STARTUP	Complete Installation Includes All Technician Travel, Air Sampling, Start Up, Filter Installation, Check Entire System And Training (Installation, Startup, and Training To Be Invoiced Separately From Compressor Once Services Are Completed On Site STANDARD COMPRESSOR STARTUP: **WEIDNER FIRE DOES NOT PROVIDE OR PAY FOR ELECTRICAL CONNECTION. WEIDNER FIRE WILL TURN ON, STARTUP, AND PROVIDE TRAINING SERVICES. OUR TECHNICIAN WILL ARRIVE ON SITE TO PROVIDE THESE SERVICES ONCE THE FIRE DEPARTMENT HAS HAD AN ELECTRICIAN WIRE THE COMPRESSOR.** WHITE GLOVE COMPRESSOR STARTUP AVAILABLE UPON REQUEST, ADD \$1000.	\$1,250.00	1 ea	\$ 1,250.00
6	FRT	Shipping Charges	\$1,500.00	1 ea	\$ 1,500.00

Subtotal:	\$49,995.00
Sales Tax:	\$0.00
Total:	\$49,995.00

Freight charges and sales tax will be added to the invoice where applicable. If this purchase is tax exempt, a certificate must be received with your purchase order. All returns are subject to restocking fees, which are based on Weidner Fire's suppliers' returns policies. Weidner Fire's Returns Policy can be viewed at www.weidnerfire.com/returns.asp. We accept all major credit cards. Please note that a convenience fee of 3% will be applied at the time of processing.



Bauer Factory Authorized Service and Maintenance Agreement

Weidner Fire is a Bauer Factory authorized and trained repair, Maintenance, and warranty representative

Thank you for choosing the Bauer Air Compressor from Weidner Fire. It's our goal to keep your first responders safe and to assist your fire department. Routine maintenance on Bauer Compressors has proven to reduce repair costs and increase product life. Our annual Bauer Preventative Maintenance program includes the following services:

- Compressor Assembly Static & Running Tests
- Drive Motor/Engine Tests
- Air Storage System Inspection, & Purification System Tests
- Electrical Control System Tests, & Fill Station Inspection
- Air Monitoring Equipment Inspection
- Cleaning of Unit
- Replacement of Air Filters with Official Bauer Parts
- Replacement of Compressor Oil
- Air Sample
- Calibration of CO Sensor

Annual Service Agreement Pricing

- This service agreement provides you with the opportunity to lock in our service rates for a period of five years. Services rendered will be invoiced upon completion each year. This agreement does not require prepayment.
- Five-Year Annual Service Agreement Pricing: \$1,295/Service
- Quarterly Air Sample \$135/Service
- Labor Rate for Non-Warranty Work: \$109/Hour
- Valid through December 31, 2026

Fire Department/Company: Kaysville City Fire Department

Customer Signature:

_____	_____	_____
Name	Title	Date

Weidner Fire Signature:

_____	_____	_____
Name	Title	Date

Bryan Esquivel | Service Manager | 801-845-6604 | bryan@weidnerfire.com
Troy McBride | Vice President | 801-691-9691 | troy@weidnerfire.com



MSA Factory Authorized SCBA Service and Maintenance Agreement

Weidner Fire is an MSA Factory authorized and trained repair, maintenance, and warranty representative.

At Weidner Fire it is our goal to keep your first responders safe and to assist your fire department with NFPA compliance. Routine maintenance on SCBA has proven to reduce repair costs and increase product life. This service agreement provides you with the opportunity to lock in our service rates for a period of five years. Services rendered will be invoiced upon completion of each job. This agreement does not require prepayment.

Our annual SCBA flow testing program includes the following services:

- Inspection of Facepiece
- Inspection of 1st and 2nd Stage Regulators
- Audi-Larm Test
- Pass Device Inspection
- Heads Up Display Inspection
- Certificate of Completion, Including SCBA Serial Number
- Testing Performed on Calibrated Posichex Machine
- **INCLUDES FREE ANNUAL USE (FOR ONE WEEK) OF CALIBRATED OHD FIT TESTING MACHINE**

Annual Service Agreement Pricing

- Five-Year Annual Service Agreement Pricing: \$95.00/Per SCBA (1 facepiece flow test per SCBA included)
- Additional Facepiece Flow Testing: \$9.00 EA
- Labor Rate for Non-Warranty Work: \$109.00/Hour
- Travel Rates: No Charge
- Valid through December 31, 2026

Fire Department/Company: *Kaysville City Fire Department*

Customer Signature:

Name	Title	Date
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Weidner Fire Signature:

Name	Title	Date
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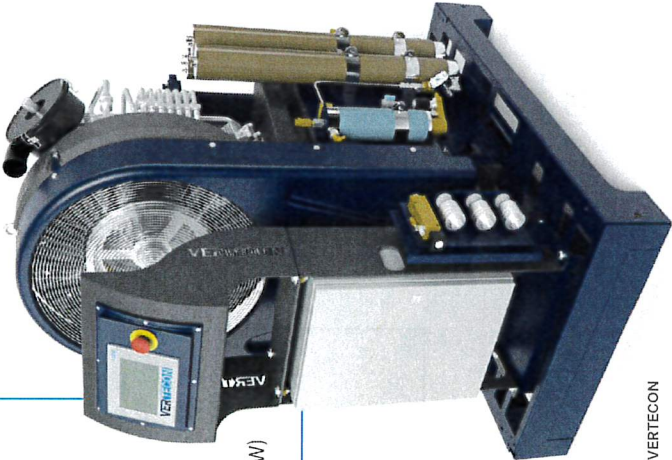
Bryan Esquivel | Service Manager | 801-845-6604 | bryan@weidnerfire.com
Justin Colligan | Account Manager | 801-803-0786 | justin@weidnerfire.com
Troy McBride | Vice President | 801-691-9691 | troy@weidnerfire.com

VERTECON®

3, 4 AND 5-STAGE OPEN
HIGH PRESSURE BREATHING AIR COMPRESSORS

BAUER's VERTECON series of high pressure breathing air compressor systems have been an industry leader for many years. An economical design featuring the latest BAUER technological enhancements and unsurpassed maintenance accessibility are incorporated within the simplistic platform. The series now features an integral base which eliminates the guess work of product placement, insuring the system has been installed correctly for system ventilation and maintenance accessibility. With the advent of the integral base the compressor package also has the ability of having a sound attenuated enclosure optionally installed at a later date. A refreshed HMI operations panel and electrical control system allow you to tailor the system to your specific requirements. When simple is what you want look to BAUER.

- **PRESSURE:**
Up to 6000 PSIG
(414 BAR)
- **CHARGING RATE:**
5 to 26.4 SCFM
(142 to 748 L/MIN)
- **POWER:**
5 to 20 HP (3.7 to 15 kW)



➤ VERTECON

STANDARD SCOPE OF SUPPLY

- BAUER breathing air purification system
- Open vertical cabinet made of formed sheet and plate goods provide a firm foundation for all pressure bearing components
- Modern design with unsurpassed maintenance accessibility (no hand tools are required for normal maintenance checks and fluid level confirmation)
- BAUER PLC based controller with 7" color HMI touchscreen display
- Belt adjustment tool
- NEMA 4 rated electrical enclosure with **UL®** listed control panel
- All wiring harnesses incorporated within a corrugated loom with number coding for easy system diagnosis
- Emergency stop push button
- .049" wall thickness stainless steel tubing throughout, no cheap plastic tubing
- Rugged powder coat finish
- Zero loss automatic condensate drain system
- Interstage pressure gauges (locally mounted)
- Compressor on/off, final pressure, oil pressure and high temperature shutdown
- Motor overload indication
- Final separator counter with shutdown and operator indication
- Unique integrated positioning base which ensures correct installation everytime

AVAILABLE ACCESSORIES
(FACTORY INSTALLED)

- CO monitoring system
- SECURUS - Electronic moisture monitoring for the purification system
- BKool (floor mount only)
- H₂S monitoring system with audible alarm
- Insulated sound attenuated cabinet

SYSTEM FOOTPRINT

VEC05 - VEC13:

DIMENSIONS L X W X H inches (mm)

- 54" x 34" x 56" (1372.6mm x 863.6mm x 1422.4mm)

WEIGHT pounds (kg)

- 800 - 900 lb (363 - 408.2 kg)

VEC18 - VEC26:

DIMENSIONS L X W X H inches (mm)

- 54" x 34" x 63" (1372.6mm x 863.6mm x 1600.2mm)

WEIGHT pounds (kg)

- 1200 - 1300 lb (544.3 - 589.7 kg)

TECHNICAL DATA

Model	Charging Rate ¹⁾	Number of Stages	Motor	FAD ²⁾	RPM	Purification System
	SCFM		HP			
5000 PSIG (345 BAR)						
VEC05-E1/E3	8.4	3	7.5	5.6	7	P31
VEC10-E3	21	4	15	11	17.5	P5
VEC26-E3	26.4	4	20	15	22	P5
6000 PSIG (414 BAR)						
VEC05-E1/E3	5	3	5	3.7	4	P2
VEC10-E1/E3	9.7	4	7.5	5.6	8.1	P2
VEC13-E1/E3	13	4	10	7.5	10.8	P2
VEC18-E3	18	4	15	11	15	P5
VEC25-E3	25.2	5	20	15	21	P5

1) Based on industrial air at 80 cubic feet per minute (SCFM) and 100°F (37.8°C).
2) Based on industrial air at 80 cubic feet per minute (SCFM) and 100°F (37.8°C).
E1 = Single phase electric, 230 VAC/50 Hz. E3 = Three phase electric, 380 V/145 Hz. Other voltages available on request. Dimensions and weight are approximate and are subject to change.

CFS5.5®

CONTAINMENT FILL STATIONS FOR AIR AND OXYGEN

Choose from a complete line of containment fill stations suitable for SCBA or SCUBA cylinders. Whether you need a 3-, 2- or single-position fill station, be assured each model was proof tested by an independent lab to safely contain fragments of a ruptured 5500 psi 110 cu. ft. SCBA cylinder at maximum operating pressure in accordance with the 2016 Edition of NFPA 1901. Ask about our custom options to tailor a model to your specific requirements.

► FILL POSITIONS:

- One, two, or three
- Mobile or Stationary

► CUSTOM DESIGNED SYSTEM:

- Dual function cascade controls (2 or 3 position)
- Top or side mounted panels
- Remote fill outlets



► CFS5.5-3M



► CFS5.5-3S

STANDARD SCOPE OF SUPPLY

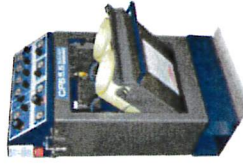
- Complete with cylinder scuff guard, SCBA fill connection, fill hose and bleed valve
- Fill control panel with adjustable regulator, relief valve, manual control valve and pressure gauge for each fill position ("S" version only)
- CFS5.5 "M" versions designed for use with remote air CFS5.5 distribution panel
- Mounting base is standard on "S" version and optional on "M" version
- Convenient door handle actuation
- Bottom venting
- Reduced footprint



► CFS5.5-1S



► CFS5.5-2S



► CFS5.5-2S/CSKD/RF/Reg



► OXY-2S*

SYSTEM FOOTPRINT

CFS5.5-1S & OXY-1S:

DIMENSIONS L X W X H inches (mm)

- 18" x 21" x 55" (457mm x 533mm x 1397mm)

WEIGHT pounds (kg)

- 433 lb (196 kg)

CFS5.5-1M & OXY-1M:

DIMENSIONS L X W X H inches (mm)

- 18" x 21" x 39" (457mm x 533mm x 990mm)

WEIGHT pounds (kg)

- 360 lb (163 kg)

CFS5.5-2S & OXY-2S:

DIMENSIONS L X W X H inches (mm)

- 30" x 21" x 53" (762mm x 533mm x 1346mm)

WEIGHT pounds (kg)

- 670 lb (304 kg)

CFS5.5-2M & OXY-2M:

DIMENSIONS L X W X H inches (mm)

- 30" x 21" x 39" (762mm x 533mm x 990mm)

WEIGHT pounds (kg)

- 550 lb (249 kg)

CFS5.5-3S:

DIMENSIONS L X W X H inches (mm)

- 41" x 21" x 53" (1041mm x 533mm x 1346mm)

WEIGHT pounds (kg)

- 905 lb (411 kg)

CFS5.5-3M:

DIMENSIONS L X W X H inches (mm)

- 41" x 21" x 39" (1041mm x 533mm x 990mm)

WEIGHT pounds (kg)

- 740 lb (336 kg)

* All components in Oxygen stream are Oxygen cleaned in compliance with A.S.T.M. Standard G-93. Dimensions and weight are approximate and are subject to change. Images shown with additional accessories.

AIR STORAGE

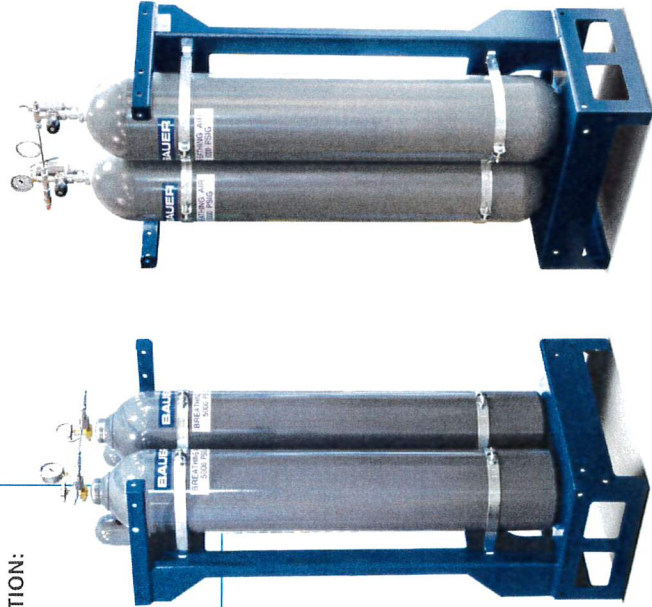
UN AND ASME STORAGE SYSTEMS

BAUER high pressure air storage systems meet the code requirements of both the United Nations Model Regulations and the American Society of Mechanical Engineers. Storage cylinders and storage systems are offered for 5000, 6000 and 7000 PSIG applications. Optional mounting racks are available.

- **PRESSURE:**
5000 PSIG (345 BAR)
6000 PSIG (414 BAR)
7000 PSIG (476 BAR)

- **CONFIGURATION:**
Vertical
Horizontal

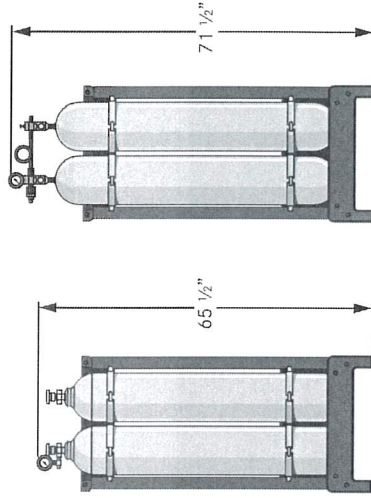
- **STORAGE:**
Bulk
Bank



➤ UN STORAGE

➤ ASME STORAGE

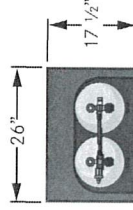
REFERENCE ASY-0759 FOR VERTICAL CONFIGURATIONS
AND ASY-0758 FOR HORIZONTAL CONFIGURATIONS



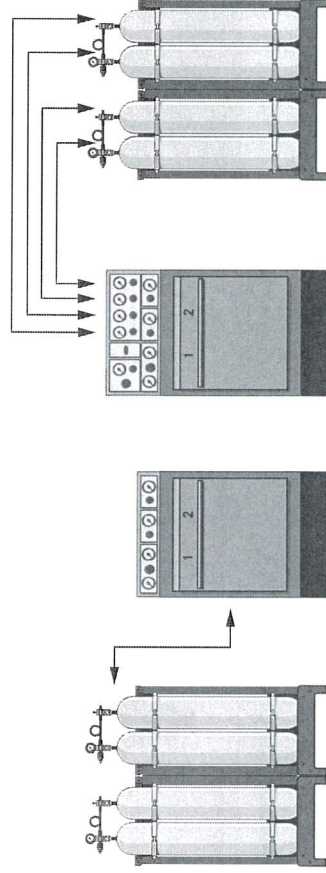
➤ UN STORAGE

➤ ASME STORAGE

Model	Weight 2-Cylinder Rack	
	lbs	kg
UN 5000	475	215
UN 6000	525	238
ASME	935	424



TYPICAL SYSTEMS SHOWN BELOW



➤ BULK STORAGE SYSTEM
ASME 4/BANK

➤ FOUR BANK CASCADE STORAGE SYSTEM
ASME 4/BANK / 1-1-1-1

PURIFICATION

HIGH PRESSURE BREATHING AIR PURIFICATION FOR BAUER SYSTEMS

BAUER Air Purification Systems purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Our Purification Systems can be retrofitted to most high pressure compressors.

▶ WORLDWIDE LEADER:

- Compressors
- Purification and filtration

▶ ANODIZED ALUMINUM FILTER HOUSING:

- Filter cartridge end caps are machine crimped
- Eliminating glues/friction welding
- Remote fill outlets

▶ ANODIZED ALUMINUM FILTER CHAMBERS:

Each chamber and plug assembly are serialized to assure system traceability



▶ P5

STANDARD SCOPE OF SUPPLY

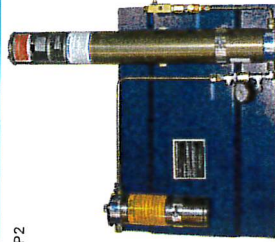
▶ P0 TRIPLEX



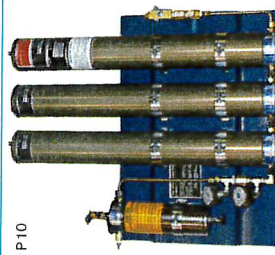
▶ P31 SUPER TRIPLEX



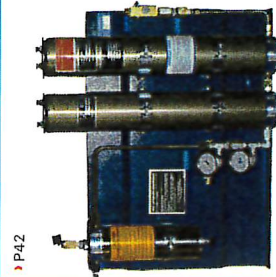
▶ P2



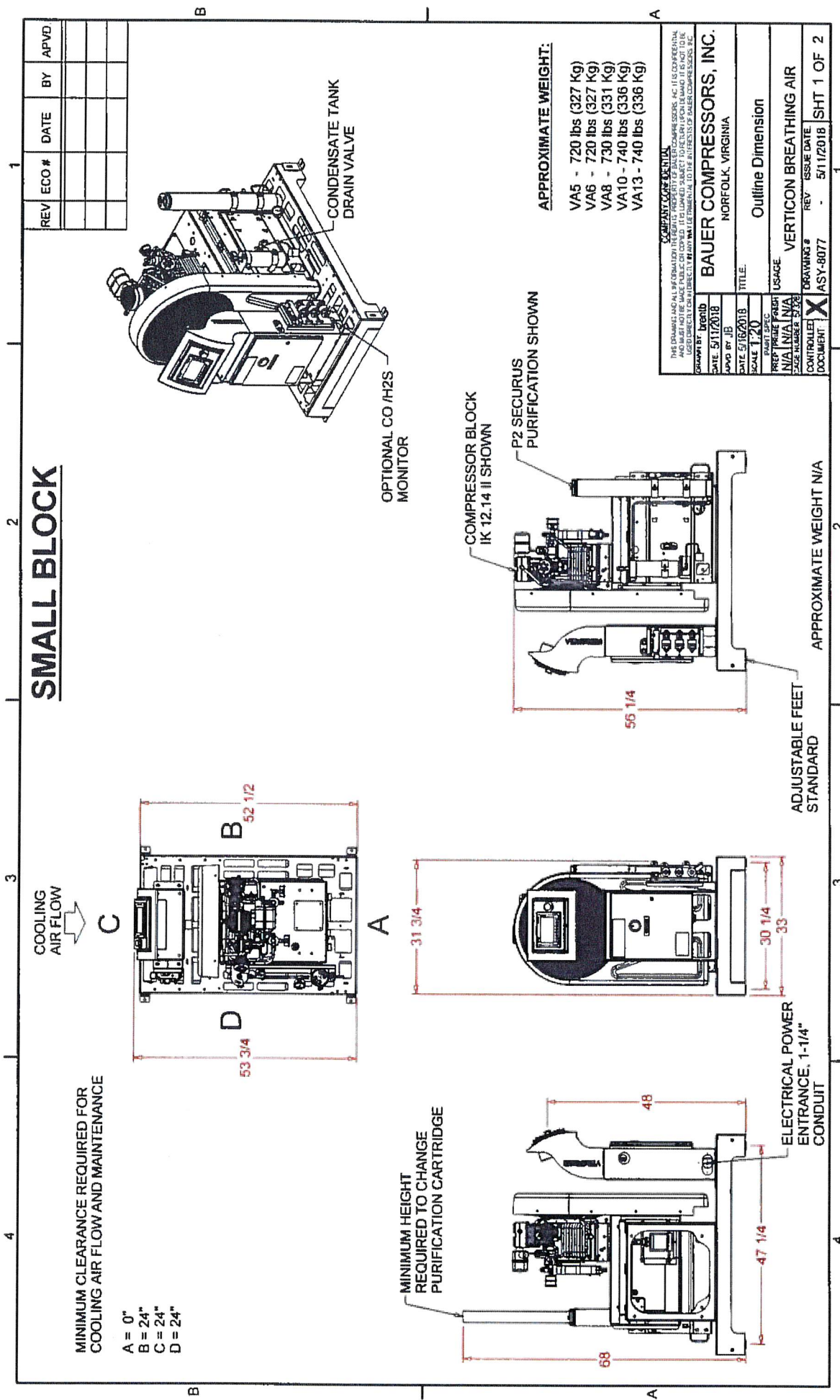
▶ P10



▶ P42



Images shown may have optional features.



Specification for a high pressure compressor and purification system to supply breathing air that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air. The compressor and the purification system shall be designed and produced by the same Manufacturer. The Manufacturer shall operate under a Quality Management System which complies with the requirements of ISO 9001:2015 for the design, manufacture, inspection, test, and service of air & gas compressors and associated spare parts for commercial and military applications. The system shall be designed for a maximum working pressure of 6,000 PSIG. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable. Specifications are subject to change without notice.

BAUER MODEL
VERTECON - VEC13-E1/E3
Open Vertical
6000 PSI SERVICE

The system shall be supplied on a vertical steel frame designed for both the static and dynamic loads of the system and of sufficient size to adequately accommodate all of the system's components. The integral base helps eliminate guess work and insure correct placement / installation allowing for unrestricted cooling air flow to the compressor and prime mover, and providing access for operation and maintenance.

The system shall be designed for continuous duty operation indoors with room temperatures ranging between 40°F and 115°F¹. Installation shall not require a special foundation; however, it is the responsibility of the purchaser to ensure the installation site has a solid and level foundation that can support the weight of the system, the availability of a qualified source of air for the intake of the compressor and adequate ventilation.

All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation, or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the system. All instrument tubing shall be either 300 series stainless steel or pressure rated hose.

The system shall be warranted free from defects in material and workmanship for a period of twenty four months from date of shipment or twelve months from date of start-up, whichever expires first. The warranty shall not impose limitations on the system's accumulated operating hours during the warranty period.

¹ Please consult the Bauer factory for applications outside of this temperature range.

Performance Table

Model	FAD ² SCFM	Charging Rate ³ SCFM	HP	RPM	Block	Purification System	Air Processing Capability ⁴ (cu ft)
VEC13-E1/E3	10.8	13.0	10.0	1420	K12.14 II	P2	40,000

Compressor

The compressor shall be an air-cooled, oil lubricated, four stage, three cylinder, reciprocating compressor. The 3rd stage and most importantly the final stage of compression shall be of a single acting design. The crankcase shall be cast of aluminum magnesium alloy and engineered for superior strength, reduced weight, and exceptional heat rejection. In addition, it shall offer a generous 2.96 quart oil capacity. The crankshaft shall be of a single piece forged steel construction and supported in the crankcase by three long-life roller bearings. The connecting rods shall be of single piece design with stages 1, 2 & 3 being of a high strength aluminum alloy construction and the 4th stage being of forged steel construction. Each connecting rod shall incorporate a roller bearing at the crank end and needle bearing at the pin end. The pistons shall be constructed of an aluminum alloy. Piston rings on the second and third stage are of cast iron; first and fourth stage rings shall be of a high strength polymide. The final stage shall incorporate a ringed, free-floating, aluminum piston, which is driven by a guide piston and third stage discharge pressure. The cylinders shall be of cast iron construction with deep cooling fins on the external surface for optimum heat dissipation. The cylinders shall be arranged in a dynamically balanced, "W" configuration with each cylinder located directly in the cooling fan's blast. The cylinders shall be removable from the crankcase. The compressor's flywheel shall be cast iron. A multi-wing, high velocity cooling fan shall be integral to the flywheel – no auxiliary cooling fan(s) shall be necessary.

Inter-stage pressures shall be monitored via locally mounted pressure gauges.

An intercooler shall be provided after each stage of compression and an aftercooler shall be provided after the final stage of compression. The coolers shall be individually detachable from the compressor, located directly in the cooling fan's blast and made of stainless steel. The aftercooler shall be designed to cool the discharge air to within 18°F of ambient temperature. A cool-down cycle shall not be required prior to stopping the compressor.

A separator shall be supplied after each stage of compression, excluding the first stage, and a coalescing separator shall be supplied at the discharge of the compressor. A unique "zero loss" automatic condensate drain (ACD) system shall be supplied for all of the separators. The system

² Based on standard inlet conditions.

³ Based on recharging an 80 cu ft cylinder from 500 to 3000 PSIG.

⁴ Based on an inlet temperature of 68°F.

shall purge the separators on a timed event, approximately every fifteen minutes yet significantly decrease the interstage and final separator pressure drop as found on other brands. The reduction in pressure loss shall allow the compressor to reach maximum operating pressure quicker. Additionally during the blow down cycle, radiant noise levels shall be significantly reduced and tubing to the A.C.D. manifold and collection reservoir are significantly reduced. The ACD system shall unload the compressor on shutdown for unloaded restart. An exhaust muffler and condensate reservoir shall be supplied. Manually operated valves shall be supplied to override the automatic operation of the ACD system for test and maintenance purposes.

The compressor shall be lubricated by a low pressure lubrication system. The final stage of compression shall be lubricated by a pressurized lubrication circuit. The other stages and the driving gear shall be splash lubricated. The low pressure lubrication circuit shall include a positive displacement low pressure oil pump, gear driven by the crankshaft, a non-adjustable oil pressure regulator, and full-flow replaceable cartridge type oil filter element. Two highly visible sight glasses shall be included to check the oil level; one on each side of the crankcase. The oil drain for the compressor shall be extended to the outside of the frame to ease fluid draining.

The compressor shall be equipped with an inlet filter with replaceable particulate element.

Prime Mover and V-Belt Drive

The electric motor shall be of the open drip-proof (ODP) design. The motor voltage, phase and frequency shall be specified by the purchaser. The compressor and motor shall be mounted on a common frame. The compressor and motor shall be arranged in a vertical design. Power from the motor shall be transmitted to the compressor by a v-belt drive. The v-belt drive shall be designed to tighten the drive belts automatically. Rotation arrows shall be affixed in a conspicuous place on the compressor.

Electrical Control & Instrumentation

The compressor control panel (CCP) shall include an across-the-line magnetic motor starter, industrial power supply and PLC controller. The CCP shall be built in accordance with UL 508A, the standard for Industrial Control Panels and shall be affixed with a UL label.

The PLC compressor control system consists of a programmable logic controller for the monitoring, protection and control of the compressor systems.

Standard features of the CCP include:

- A NEMA type 4 electrical enclosure
- UL electrical panel
- Human Machine Interface (HMI) with 4-Line Back Lit Text Display and Emergency Stop (Optional redundant remote HMI display available)
- Home screen customizable with distributor contact information

- Real Time Clock (time and date)
- Compressor on / off
- Digital Display of Compressor Final Pressure
- Digital Display of Compressor Oil Pressure
- Digital Display of current Compressor Run Time
- Digital Display of Final Separator Cycle Count
- Compressor High Temperature Shutdown and Alarm
- Full support of the Automatic Condensate Drain system (interval and duration set points adjustable thru the HMI - password protected)
 - Digital Display of time to next ACD Cycle
 - Condensate Drain Reservoir full alarm
- Full support of CO monitor alarm functions (optional)
- Full support of SECURUS purification system moisture monitor warning and alarm functions (optional)
- Built in overtime timer set at 5 hours - optional times available
- Maintenance Timer (selectable between real time or compressor run time) to give Digital Display of all needed Preventative Maintenance Evolutions
- Motor overload alarm
- Nonresettable hourmeter
- Recoverable Run History (last 5 run periods)
- Recoverable Alarm History (last 5 fault shutdowns)
- Support of up to 5 Languages (to be specified at time of order; includes English, French, Spanish & Portuguese)
- Operator choice of display in BAR or PSI

For ease of Maintenance and Repair:

- PLC has removable Terminal Blocks for all functions
- Diagnostic EEPROM (Electrically Erasable Programmable Read-Only Memory) Capability
- Support of Two (2) Communication Protocols (optional)
 - o Ethernet Connection
 - o Analog Phone Modem
- Wiring shall be encapsulated within a split corrugated type loom. Each wire end connection shall be machine crimped and numbered.

The HMI shall have 22 adjustable system parameters secured by password protection. The HMI will provide display of all safety / fault shutdowns with a scrolling text of up to three potential causes for the fault / shutdown.

The compressor oil pressure shall be monitored by a pressure transmitter and digitally displayed on the HMI. The compressor shall shut down and a fault will be indicated on the HMI should the compressor's oil pressure drop below the factory preset value during operation. The oil pressure transmitter shall be by-passed during start-up to permit the oil pump to achieve the normal operating pressure.

The low oil pressure and final air pressure transmitters shall be equipped with sealed electrical connectors. The analog pressure sensors for oil pressure and final pressure shall have adjustable set point and dead-band thru the HMI (password protected).

A temperature switch shall be supplied on the head of the final stage of compression. The compressor shall shutdown and a fault will be indicated on the HMI should the final stage temperature exceed the tamper-proof set point during operation.

Purification System

The purification system shall purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, adsorption of vaporous water by a desiccant, adsorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to respirable levels of carbon dioxide by catalyst.

The high pressure purification chamber shall have a working pressure of 6000 PSIG with a 4:1 safety factor. The purification system shall utilize a replaceable cartridge. The purification system shall be designed so that the replacement of the cartridge can be accomplished without disconnecting system piping. The design of the chamber shall preclude the possibility of operating the system without a cartridge installed or with an improperly installed cartridge. A bleed valve shall be provided to vent the purification system to facilitate replacing the cartridge. A pressure maintaining valve and a check valve shall be supplied downstream of the purification system to increase the efficiency of the purification system by maintaining a positive back pressure. A check valve shall be supplied between the coalescing separator on the compressor's discharge line and the purification system to maintain the positive pressure in the purification system when the compressor shuts down.

Bauer P2 purification shall process an average of 40,000 cuft of air to Grade E Standards at standard atmospheric conditions.

Testing and Preparation for Shipment

The system shall be tested by the manufacturer prior to shipment. A copy of the manufacturer's test report shall be available upon request.

A manufacturer's nameplate shall be securely affixed to the inside of the electrical box. The nameplate shall include, at a minimum, manufacturer's name, model number and serial number, compressor block number, voltage, frequency and date of manufacture.

The system shall be suitably prepared for motor freight transport. The system shall be bolted to a wooden pallet, wrapped in sheet plastic, and fully protected by a crate of wood slat construction. The compressor intake and similar openings shall be suitably covered. Component parts, loose parts or associated spare parts shall be packaged separately and shipped on the same pallet if feasible.

Documentation

A documentation package shall be supplied with the system. The documentation package shall include, at a minimum, an operation manual, recommended spare parts list, warranty information and a start-up/warranty registration form.

The Operator's Instruction and Maintenance Manual for the system shall be as detailed as possible, outlining all operation and maintenance instructions. The manual shall include detailed illustrated drawings for the compressor block and all system components along with a complete parts listing for all illustrated components. Warnings and safety precautions shall be identified clearly in the manual.

Available Accessories

The following shall be offered by the manufacturer as accessories to the system:

- Securus electronic purification system monitor
- Electronic carbon monoxide monitor with calibration kit
- Insulated Sound Attenuating Enclosure
- Storage systems
- Fill stations

Reference outline dimension drawing: ASY-1034-B



Why Choose a Bauer Compressor from Weidner Fire?

- *Longest Product Life in the Industry*
 - Aluminum alloy crank case construction, reducing vibration, heat, and moisture (leading causes of compressor wear). A Bauer compressor often lasts 25-30 years.
- *Lowest Long-Term Cost of Ownership*
 - While quality often costs a little bit more, Bauer uses the highest quality parts (i.e. filtration system), leading to longer life and lower repair costs.
- *Built from the Ground Up at Bauer*
 - Unlike industry competitors who are often simply assembling their compressors with a variety of outsourced parts, Bauer builds the entire machine from the ground up.
 - Bauer machines have higher quality oil filters and moisture system filters.
- *Local Factory Authorized Service*
 - Weidner Fire's service team is staffed with factory trained and authorized technicians who are ready to service and maintain your equipment.



Bauer Compressors References

Local/Regional:

- Salt Lake City Fire Department
 - Battalion Chief Chris Milne, 801-201-2313
- South Salt Lake Fire Department
 - Captain Eric Sloan, (801) 928-9535
- Buhl Fire Department (ID)
 - Paul Madalena, (208)543-5664
- Roy City Fire & Rescue
 - Chief Jeff Comeau, (801) 774-1080
- Spanish Fork Fire Department
 - Chief Brent Jarvis, (801) 798-5000
- Meridian Fire Department (ID)
 - Chief Ken Welborn, (208) 863-5512
- Weber Fire District
 - Deputy Chief Paul Sullivan, (801) 430-0554
- North Cassia Rural Fire (ID)
 - Chief Winn Osterhout, (208) 654-2473
- Rockland Fire Department
 - Chief Jeff Evans (208) 221-8814
- Solvay Soda Ash Joint Venture (WY)
 - Shawn Kreis, (307) 872-6602
- Logan City Fire Department
 - A/C Brady Hansen, (435) 757-5608

- Sublette County Unified Fire (WY)
 - Chief Shad Cooper (307) 367-4550
- Arco Fire Department (ID)
 - Chief Dan Koste, (208) 589-0151
- Nye County Emergency Management (NV)
 - Matthew Clayton (775) 751-6311
- North Davis Fire District
 - Deputy Chief John Taylor, (801) 510-1895
- Kanab Fire Department
 - Chief Joe Decker, (435) 689-1577
- Clarkston Fire Department
 - Chief Brooks Dufner (435) 563-9090
- Greater Swan Valley Fire Department
 - Chief Oak Von Seggern (307) 797-0018
- Escalante Fire Department
 - Chief Don Porter (435) 826-4672
- Panguitch Lake Fire Department
 - Chief Dave Etter (435) 690-9913
- Eagle Fire Department
 - Chief Tyler Lewis (208) 914-8295
- Chubbuck Fire Department
 - Chief Merlin Miller (208) 237-3212
- Sweetwater County Fire District #1
 - Scott Kitchner (307) 362-9390
- American Falls Fire Department
 - Chief Jason Mclean (208) 251-2479
- Council Fire Department
 - Shawn Stanford (206) 566-1123

National:

- Los Angeles County Fire Department
- San Diego Fire Department

- Anaheim Fire Department
- San Bernardino Fire Department
- Riverside County Fire Department
- Oakland Fire Department
- Dallas Fire Department
- Denver Fire Department
- Dow Chemical Fire Department
- Chevron Oil Refinery Fire Brigade
- Houston Fire Department
- Las Vegas Fire Department
- San Francisco Fire Department
- Sacramento City Fire Department



Weidner Fire Company Overview

Weidner Fire provides personal protective equipment, exhaust removal systems, breathing air compressors, and loose equipment and tools to fire departments across the United States. Built on durable products and reliable service, Weidner Fire is a division of 60-year-old Weidner & Associates. The company is headquartered in Midvale, UT (located in the central area of the Salt Lake Valley).

The company provides sales and service for Bauer Compressors in Utah, Idaho, Wyoming, and Nevada.

To follow are some of the company's primary product offerings:

- Bauer Compressors
- MSA SCBA
- MagneGrip Exhaust Removal Systems
- Personal Protective Equipment: FireDex, Thorogood, Cairns, & True North Gear
- Holmatro Rescue Tools
- Akron Brass
- Task Force Tips
- SuperVac Fans
- Key Fire Hose



About BAUER Compressors

BAUER has been manufacturing high pressure breathing air compressors for over 70 years from Munich, Germany. As an industry leader, BAUER has earned its reputation as the world's foremost innovative designer and manufacturer of high-pressure compressors and purification systems.

BAUER Compressors, Inc. of Norfolk, Virginia was founded in 1976. BAUER Norfolk is U.S. headquarters, with branch offices in California, New York, and Florida.

BAUER San Francisco is the west coast branch of BAUER Compressors USA that supports Weidner Fire. This location features a service center and a large inventory of parts accessible to our customers in the Intermountain West within 1-2 days. Bauer also has an office in southern California.

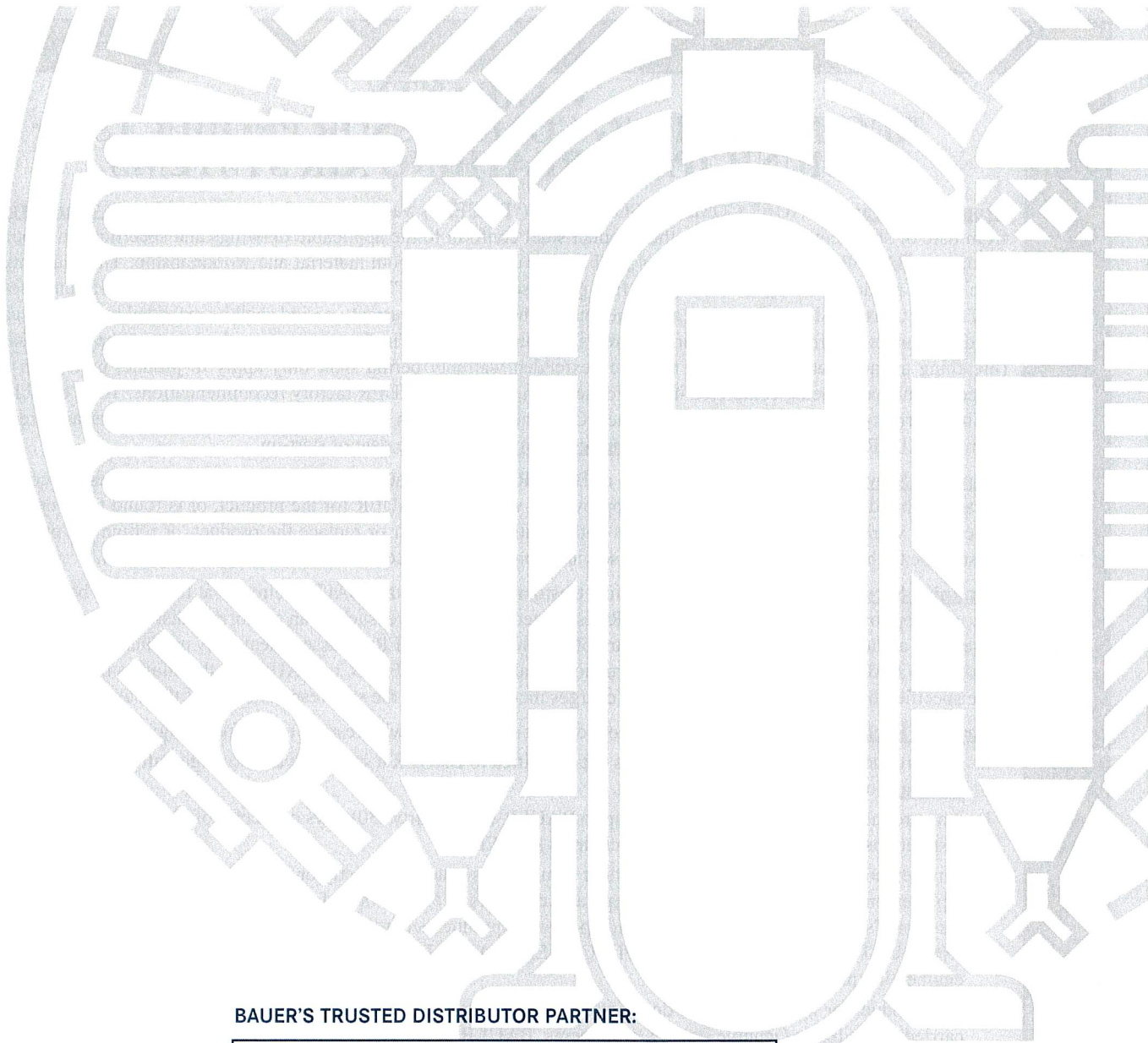


Weidner Fire Mission Statement

Our mission at Weidner Fire is to help firefighters save the lives of the citizens they serve and to protect firefighters so they can return home safely to their families at the end of every shift.

We are passionate about this quest and accomplish it by providing our customers with the highest quality firefighting equipment and by servicing what we sell so that our customers can trust these critical life-safety products when they need them most.

We are engaged in this pursuit because we care deeply about people and their ability to live happy and productive lives.



BAUER'S TRUSTED DISTRIBUTOR PARTNER:

WEIDNER
FIRE®



U.S. HEADQUARTERS:

BAUER COMPRESSORS, INC.

1328 Azalea Garden Road
Norfolk, VA 23502

Tel. +1 (757) 855-6006

Fax +1 (757) 857-1041

SLS@BauerComp.com

www.BauerComp.com

U.S. BRANCHES:

BAUER MIAMI

10052 N.W. 53rd Street
Sunrise, FL 33351

Tel. +1 (954) 746-2504

Fax +1 (954) 746-2510

BFLSales@BauerComp.com

BAUER SAN FRANCISCO

267 East Airway Boulevard
Livermore, CA 94551

Tel. +1 (925) 449-7210

Fax +1 (925) 449-7201

BauerSF@BauerComp.com

BAUER NORTHEAST

2124 State Route 89
Seneca Falls, NY 13148

Tel. +1 (315) 568-5520

Fax +1 (315) 568-5520

Tim.Burgess@BauerComp.com

www.BauerBreathingAir.com

1060.01.18.250SP
Subject to technical changes

WARRANTY

RECIPROCATING COMPRESSOR PRODUCTS for MUNICIPAL BREATHING AIR SYSTEMS

Scope of Warranty: BAUER COMPRESSORS, INC. ("BAUER") warrants that, for a period of **twenty-four (24) months** from date of shipment from BAUER, this product shall conform to the applicable drawings and specifications approved in writing by BAUER, and that such product shall be free of defects in both material and workmanship. This warranty is specific to this product and applies only to the first purchaser ("Customer") during the twenty-four month warranty period and may not be transferred or enforced by any other party. The foregoing warranty period shall be extended to five (5) years from the date of shipment from BAUER for Customers that are Municipal Fire Departments with respect to the compressor block (breathing air application), provided that such extended warranty period shall only apply to product parts with proof of proper maintenance being completed in accordance with published BAUER factory recommendations. To be eligible for this limited warranty to cover Customer's product, Customer must return a properly completed start-up/warranty registration form to BAUER at the address below within **ninety (90) days** from the date of start-up.

Warranty Service: If, in the sole judgement of BAUER or its designated representative, the product does not conform to the applicable drawings and specifications approved in writing by BAUER for the product, or is found to be defective in material or workmanship, BAUER will at its option, either: (a) Repair or replace the product, or refund the product purchase price to the Customer, or (b) Furnish a service representative to correct the defects with the product.

Obtaining Service: To obtain warranty service, Customer should contact BAUER directly at the address below. BAUER may, at its option, refer customer to a BAUER designated representative, such as an authorized distributor, or provide Customer with authorized instructions on the return of the product to BAUER for assessment. Any product shipped to BAUER pursuant to BAUER's authorized return instructions shall be shipped F.O.B. to BAUER at the address below or as otherwise specified by BAUER. All return freight charges incurred shall be the sole responsibility of the Customer.

Warranty Exclusions: This warranty does not cover or shall be void with respect to the following:

- a. Any product for which the Customer has not submitted to BAUER a start-up/warranty registration form within **ninety (90) days** of the start-up of such product.
- b. Any product which Customer fails to ship to BAUER within thirty (30) days of receipt of BAUER's authorized return instructions after submitting a warranty claim to BAUER.
- c. Any defective or damaged products, parts or components resulting directly or indirectly from the use of repair or replacement parts, including filter and separator elements or oil, not manufactured or approved by BAUER or from Customer's failure to store, maintain, and operate the product according to recommendations contained in the INSTRUCTION MANUAL AND REPLACEMENT PARTS LIST included with the product as well as under standard engineering practices.
- d. Any product for which Customer does not have a service record book showing that regular maintenance work has been carried out utilizing Genuine Bauer Components. **BAUER or its designated representative may require proof of maintenance prior to rendering any decision on the validity of a warranty request.**
- e. Any alleged product defect resulting from deterioration or wear occasioned by chemical and/or abrasive action.
- f. Component parts or assemblies not manufactured by BAUER to the extent that such component parts or assemblies are not warranted by the original manufacturer. Further, BAUER shall have no responsibility for any cost or expense incurred by Customer due to the inability of BAUER to repair a component part or assembly under said third-party manufacturer warranty when such inability is beyond the control of BAUER or is caused solely by the Customer.

Additional Limitations: The warranty service and procedures described in this warranty constitutes Customer's sole and exclusive remedy for any claim hereunder. **BAUER MAKES NO WARRANTIES, REPRESENTATIONS OR PROMISES AS TO THE QUALITY, PERFORMANCE OR OTHERWISE WITH RESPECT TO ITS PRODUCTS OTHER THAN THOSE SPECIFICALLY STATED IN THIS WARRANTY. FURTHER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BAUER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL BAUER'S LIABILITY, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, EXCEED THE PRICE OF THE INDIVIDUAL PRODUCT WHOSE DEFECT FOR DAMAGE IS THE BASIS OF THE CLAIM. BAUER SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, OR LOSS OF USE OF FACILITIES OR EQUIPMENT.**

BAUER COMPRESSORS, INC.
1328 Azalea Garden Road, Norfolk Virginia 23502
Phone: (757) 855-6006 Telefax (757) 855-8654

WEIDNER Standard Compressor

FIRE Startup

Fire Department Responsibility

1. Delivery



Fire Department arranges for receipt of compressor with fork lift, places in final position.

2. Electrical

Fire Department hires electrician to wire compressor.

Electrician does not start up compressor.



Weidner Fire Responsibility

3. Start Up

Weidner Fire technician performs start up procedure, verifies filters, plumbing, and ensures compressor is ready for use.

Technician provides training on compressor operation.



WEIDNER White Glove Compressor **FIRE®** Installation & Startup

1. Delivery



Weidner Fire arranges for receipt of compressor with fork lift. Places in final position.



2. Electrical

Weidner Fire arranges for electrician to wire compressor.

Electrician does not start up.



3. Start Up

Weidner Fire technician performs start up procedure, verifies filters, plumbing, and ensures compressor is ready for use.

Technician provides training on compressor operation.



Kaysville City Police Department

Job Description

Job Title: Public Safety Therapist/Counselor
Department: Police
Reports To: Investigations Lieutenant
FLSA Status: Non-Exempt
Pay Range: \$65,375.00 to \$108,691.00

SUMMARY:

Under the direction of the Police Investigations Lieutenant the Public Safety Therapist/Counselor is to provide mental health support to individual clients who have been exposed to work place trauma, or who would benefit from immediate access to mental health treatment and therapy, providing access to immediate psychotherapy and mental health therapy for those individuals, facilitating referrals to the appropriate resources in the community, and finding creative solutions to make public safety employees as whole as possible in the most efficient way possible.

The Public Safety Therapist/Counselor will coordinate mental health services to members of the public based on police officer referrals from calls for service. The Public Safety Therapist/Counselor will collaborate with members of the police department, mental health providers, and mental health consumers on treatments and approaches to mental health related challenges.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Meet with the chief of police and peer support team supervisor to discuss areas of concern, interest, improvement, and operation of the health and wellness program. Assess, diagnose and treat public safety personnel with mental health/emotional distress as a result of job-related stressors. Provide referrals to community mental health and other resources as necessary. Provide consultation and education to the community, employees, and other groups as needed. Conduct individual and group therapy with employees as needed. Provide quality individual therapy as needed. Diagnose, develop treatment plans, and develop/measure goals as needed. Maintain knowledge of psychotropic medications as it relates to therapeutic goals and treatment. Maintain positive working relationship with referral source and community organizations. Maintenance of client files within city and agency policy, state law, and best practices. Position may require some evening and weekend hours as well as being available for call out on officer involved critical incidents. Given the nature of work of the clients, a high level of confidentiality must exist within the position; strict adherence to the policies and procedures is required.

EDUCATION AND/OR EXPERIENCE:

Master's degree in Clinical Social Work, Clinical Mental Health Counseling, Psychology, or related field. State of Utah Licensed Clinical Social Worker, Licensed Professional Counselor, CMHC or Licensed Psychologist. Possession of, or ability to obtain, a State valid Driver License
Two (2) year's experience is preferred.

Preferred experience, with Eye Movement Desensitization and Reprocessing (EMDR), Cognitive Behavioral Therapy (CBT), Cognitive Processing Therapy (CPT), Dialectical Behavioral Therapy (DBT), Acceptance and Commitment Therapy (ACT), Mindfulness, Client-Centered Therapy, Solution Focused Therapy (SFT), Motivational Interviewing (MI), Interpersonal Processing Therapy.

CERTIFICATES, LICENSES, REGISTRATIONS:

Must have a valid Utah driver's license at the time of hire. Licensed in the State of Utah to provide counselling and or therapeutic services. Must be able to obtain and maintain Utah BCI clearance.

OTHER SKILLS AND ABILITIES:

The knowledge and proficient use of MS Office software and programs specific to departmental functions. Ability to provide counseling and mediation. Ability to persuade, convince and train others. Ability to advise and interpret

regarding the application of policies, procedures and standards to specific situations. Ability to utilize a variety of advisory data and information such as officer incident reports, investigator reports, other agency reports, personnel records, a variety of law enforcement forms, legal documents, technical operating manuals, statutes, procedures, guidelines and non-routine correspondence. Ability to communicate orally and in writing with citizens, Department personnel, and other law enforcement agency personnel. Ability to interpret basic descriptive statistical reports. Ability to use functional reasoning in performing influence functions such as managing, leading, teaching, and directing. Ability to exercise the judgment, decisiveness and creativity required in situations involving the direction, control and planning of an entire program or multiple programs. Maintain a high level of professional practice and promote positive customer relations. Knowledge and practice of confidential and ethical principles. The ability to effectively communicate both orally and in writing. The ability to establish and maintain effective working relationships with employees, members of law enforcement agencies, and the public. The ability to organize, develop and implement long term goals for the progression of the department. Ability to write and execute curriculum through a variety of presentation mediums in training or classroom setting.

PHYSICAL DEMANDS:

While performing this job the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand and walk. Must occasionally lift and/or move up to 25 pounds.

WORK ENVIRONMENT:

Indoor environment. Requires light physical effort in an office setting. Exposure to varying levels of stress due to human behavior, workload, deadlines and multiple tasks and assignments. Ability to stay extended, irregular hours when necessary.

CITY COUNCIL STAFF REPORT



MEETING DATE: September 2, 2021

TYPE OF ITEM: Consent

PRESENTED BY:

SUBJECT/AGENDA TITLE: A resolution amending the Kaysville Personnel Manual to reflect recent medical cannabis changes to the Utah State Code

EXECUTIVE SUMMARY:

In the past several years, the State Legislature has made sweeping changes regarding medicinal use of cannabis. One of those changes dictates situations where employers may impose disciplinary sanctions against employees and situations where they cannot. This resolution merely updates the City's policy manual to reflect these legislative changes.

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

Recommended Option: Staff recommends the City Council approve the resolution as written.

Fiscal Impact: City staff anticipates no fiscal impact based upon passage of this resolution.

Attachments: None

RESOLUTION 21-XX-XX

A RESOLUTION APPROVING ALTERATIONS TO THE CITY'S PERSONNEL POLICY REGARDING MEDICAL CANNABIS USE

WHEREAS, the Utah State Legislature has recently enacted changes to the regulations regarding medical uses for cannabis; and

WHEREAS, altering the existing personnel policies to reflect these changes will provide employees guidance and will accurately reflect the status of the law; and

WHEREAS, the City believes that updating this policy will lead to greater efficiency in City operations; and

WHEREAS, it is deemed to be in the best interest of the citizens of Kaysville City to update and approve the policy.

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

1. Section 7.03 of the personnel policy is hereby amended to add the following language:

7.03 DRUGS FOR WHICH TESTS TO BE CONDUCTED

When drug and alcohol screening is required or performed under the provisions of this policy, a urinalysis and/or blood test will be given to detect the presence of one or more or all of the following drugs or drug groups:

The City may test for the following substances: marijuana, cocaine, opiates/opioid, phencyclidine, amphetamines/methamphetamines, barbiturates, benzodiazepines, methadone, propoxyphene, Spice, and buprenorphine.

The City reserves the right to test for additional drugs, add or delete drugs, or to change the cutoff levels at the City's sole discretion and/or based on State, Federal, Including Federal Motor Carrier Safety Regulations and SAMHSA certified laboratory conditions or standards.

In accordance with Utah Code Ann. § 26-61a-111, Kaysville City will treat an employee's use of medical cannabis under a valid medical cannabis card in the same way it treats the use of any prescribed controlled substance, and such employee will not be subject to adverse action for failing a drug test due to marijuana or tetrahydrocannabinol unless there is evidence that the employee was impaired or otherwise adversely affected in the employee's job performance due to the use of the medical cannabis. Notwithstanding the foregoing, any employee whose position is dependent on a license that is subject to federal regulations, including but not limited to CDL license holders, are still subject to the City's policy concerning marijuana use.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **20th day of August, 2021.**

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

RESOLUTION 21-~~XX-XX~~

A RESOLUTION ACCEPTING THE TERMS OF THE ‘SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF A COMMUNITY DEVELOPMENT PROJECT’ WITH DAVIS COUNTY FOR CDBG FUNDING.

WHEREAS, Kaysville City (hereinafter “City”) would like to obtain real property for the purpose of housing a future public safety facility to better serve the growing population of the city; and

WHEREAS, Kaysville City participates under Davis County as the administrative body for the CDBG grant program; and

WHEREAS, the Kaysville City has applied for CDBG funding with Davis County and had been awarded \$100,000 to be used towards the acquisition of property for a new fire station.

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

1. Kaysville City accepts the terms of the Subrecipient Agreement for the Conduct of a Community Development Project between Kaysville City and Davis County.
2. The City Manager is expressly authorized to sign the agreement on behalf of the city

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **2nd day of September, 2021.**

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF A COMMUNITY DEVELOPMENT PROJECT

This subrecipient agreement for the conduct of a community development project is between Davis County, a body corporate and politic of the state of Utah, ("County"), and Kaysville City, a municipal corporation and politic of the State of Utah, (address) 23 North Main Street Kaysville, Utah 84037, ("Subrecipient"), DUNS Number 62-714-5659.

RECITALS

A. County has entered into a grant agreement ("Grant Agreement") with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block Grant Program (the "CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 (the "Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("CDBG") programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, (the "Rules and Regulations") and the applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Super Circular"); and

B. As provided in the Rules and Regulations regulating CDBG program funds, County is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects; and

C. Under this Agreement the Subrecipient will be a subrecipient of CDBG program funds from County under County's Urban-County CDBG Program.

THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the County and the Subrecipient agree as follows:

GENERAL PROVISIONS

1. Content of this Agreement. This Agreement consists of this part "General Provisions," and the following listed attachments that are appended hereto and incorporated herein:

Attachment I - Statement of Work

Attachment II – Budget

Attachment III – Statistical Report and Gantt Chart

Attachment IV – Subrecipient Score Card

2. Project Responsibility. County, through its Community & Economic Development Office, is hereby designated as the representative of County regarding all CDBG Program matters. County is responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. County will monitor the performance of Subrecipient against goals and performance standards required in Attachment I - Statement of Work. Substandard performance, as determined by County, will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by County, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.

- 3. Project(s) or Activities.** The project(s) or activities to be conducted hereunder are listed in County's "Consolidated Plan" as submitted to HUD for CDBG Program Year 2021, and are generally described as follows and referred to hereinafter as the "Project":

PROJECT NUMBER	PROJECT TITLE	PROJECT TOTAL COSTS (\$)
218	Fire Station Land Acquisition	\$700,000

- 4. Statement of Work/Scope of Service.** Subrecipient shall perform or cause to be performed all work required for the Project(s) described generally in paragraph 3 and, in that performance, Subrecipient shall provide all personnel staffing and contracting, and provide all services and furnish all related real and personal property required. The Project(s) shall be performed in a manner satisfactory to County and in accordance with the provisions of this paragraph and with Attachment I appended to this Agreement. Attachment I contains a more detailed statement of the work that is to be done on the Project(s) but it is not intended to strictly limit the scope of that work (see Attachment I and any Sub-attachments thereto). Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one of the CDBG program's National Objectives: (1) benefit low/moderate income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency — as defined in 24 CFR § 570.208.

5. Period of Performance.

- A.** The period of performance of this Agreement shall be 12 months which period shall begin on July 1, 2020, and end on June 30, 2021. The Agreement expiration date will be 60 days after the period of performance. In the event the date on which this Agreement is fully signed is more recent than the above beginning date, then this Agreement shall be considered to be retroactive and to have taken effect on the above beginning date. However, in no event shall this Agreement be considered valid or binding if not signed prior to the termination date set forth above. All costs which are incurred on any of the Project(s) by Subrecipient after the effective date of this Agreement and which have been determined by County to be appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.
- B.** This Agreement may be extended at County's sole option for two additional 12 month periods on the same terms and conditions and in such amount and budget as shall be attached to said written notice from County to Subrecipient; however, such extension does not permit Subrecipient to carry over funds from the budget attached hereto into such extension period. No extensions will be granted after expiration or termination of this Agreement.
- C.** All performance of this Agreement shall be undertaken and completed by Subrecipient in an expeditious manner and shall not extend beyond the end of the contract expiration date specified in paragraph 5.A, unless the Parties elect to extend this Agreement as provided in paragraph 5.B. All amendments of this Agreement, including extensions of time and termination, shall be accomplished in writing and in accordance with all requirements of subparagraph 10.G.

6. Budget.

- A.** A budget ("Budget(s)") must be prepared for each of the Projects listed in paragraph 3 and submitted to County for review prior to the start of each of the Project(s). These Budgets

must be approved by County and be attached to this Agreement when executed. The Project(s) shall be identified as Attachment II, with a sub-attachment number, if appropriate, for each Project. Each of the Budget(s) shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to Subrecipient for that Project, as provided in paragraph 3.

- B.** Subrecipient shall adhere to the requirements of the Budget(s) as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project Budgets as such changes become necessary. All changes within the Budget(s), however, shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount of any of the Budget(s) under this Agreement that would increase or decrease the total amount of funding specified in paragraph 7.A., or result in a change in the scope, location or beneficiaries of the Project, shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of subparagraph 10.G.

7. Funding Amount/Payment.

- A.** Subject to the requirements of this Agreement, County will fund the Subrecipient for the full performance of this Agreement and the actual conduct of the Project(s) specified herein a total sub-grant amount of \$100,000, for all Projects undertaken by Subrecipient. This is a fixed ceiling amount and shall not be considered as an “estimate-of-cost,” “percentage-of-cost” or any kind of “cost-plus” sum, price, or amount. In addition, as used in this Agreement, unless the context indicates otherwise, the words “expend,” “expended” and “expenditure” shall include all amounts obligated or committed by Subrecipient by written agreement (including unilateral purchase orders) for expenditure on the Project(s).
- B.** Subrecipient must make a concerted, good-faith effort to expend the total subgrant amount specified in paragraph 7.A. within the period of performance stated in paragraph 5. Subrecipient costs and expenditures, however, shall not exceed the total funding amount. County shall not be liable for or reimburse Subrecipient for any extra costs or overruns on the Project(s) or any additional funding in excess of the total amount stated above without prior written amendment of the agreement in accordance with subparagraph 10.G.
- C.** In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subrecipient for project costs as specified in Attachment II by the end of the contract expiration date, as that period may have been extended or otherwise changed, Subrecipient shall refund, release, or transfer any unexpended amount back to County within 30 days. Any project funds held by County at the end of the period of performance or refunded, released, or transferred to County shall be reallocated by County. Subrecipient shall be eligible to apply for these funds but shall have no greater priority than any other applicant.
- D.** In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this Agreement, Subrecipient shall, upon notice from County, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, County or other lawful directive.
- E.** Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

- 8. Notices.** Notices required by this Agreement or other written communications between the parties must be in writing and delivered either personally or by United States mail. Notices delivered personally shall be effective upon delivery and notices sent by United States mail will be effective three business days after deposit in the United States mail. All notices and other written communications under this Agreement must be addressed as set forth below, unless otherwise modified by subsequent written notice.

County	Subrecipient
Davis County	Kaysville City
Community & Economic Development	Community Development Dept.
Attn: Stephen Lyon, Grants Administrator	Attn: Lyle Gibson
61 South Main St, Suite 304	23 N Main St
Farmington, UT 84025	Kaysville, UT 84037

9. Special Conditions (Reserved).

10. General Conditions.

A. General Compliance.

- (1) Subrecipient agrees to comply with the requirements of the CDBG program regulations, found at 24 CFR Part 570, and all incorporated and related federal regulations, statutes, policies, and directives, as applicable. Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, policies, and Davis County program directives governing the funds and services provided under this Agreement, including, but not limited to, 2 CFR Part 200. The following information is provided pursuant to 2 CFR § 200.331(a)(1):
- (a) Subrecipient name: Kaysville City;
 - (b) Subrecipient's unique entity identifier (EIN): _____;
 - (c) Federal Award Identification No. (FAIN): B-21-UC-49-0002;
 - (d) Federal award date: May 21, 2021;
 - (e) Subaward period of performance state and end date: July 1, 2021-June 30, 2022;
 - (f) Amount of federal funds obligation by this action: \$888,009;
 - (g) Total amount of federal funds obligation to Subrecipient by County: \$100,000;
 - (h) Total amount of federal award committed to Subrecipient by County: \$100,000;
 - (i) Federal award project description: Acquisition of land for the city to build a fire station to increase service to community;
 - (j) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity: U.S. Dept. of Housing and Urban Development; Davis County, Grants Administrator, 61 S. Main St. Ste. 304, Farmington, UT 84025;
 - (k) CFDA number and name; Dollar amount under federal award; and CFDA number at time of disbursement: 14.218, Community Development Block Grant (CDBG);
 - (l) Indirect cost rate for the Federal award: subrecipient shall refer to 2 CFR § 200.413.
- (2) Subrecipient Certifications. In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the Subrecipient will abide by the applicable certifications found at: <https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/>.

- B. Independent Contractor.** The relationship of County and Subrecipient under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including, but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners, or joint venturers. The parties agree that Subrecipient's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.
- C. Indemnification.** Both parties are governmental entities under the Governmental Immunity Act, §§ 63G-7-101 et seq., Utah Code Annotated. Therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Act and all other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.
- D. Insurance for contracts over \$50,000 and all Facility Improvement Projects.** Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:
- (1) General insurance requirements for all policies.
 - (a) Subrecipient shall furnish certificates of insurance, acceptable to County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. Subrecipient shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.
 - (b) In the event any work is subcontracted, Subrecipient shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Subrecipient hereunder.
 - (c) Subrecipient's insurance policies shall be primary and non-contributory to any other coverage available to County. The workers' compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of County.
 - (d) In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Subrecipient shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.
 - (e) In the event Subrecipient fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Subrecipient for the costs of said insurance.

(2) Required insurance policies. Subrecipient agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subparagraph:

- (a) Workers' compensation and employer's liability insurance sufficient to cover all of Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures, and partnerships. In the event any work is subcontracted, Subrecipient shall require its subcontractor(s) similarly to provide workers' compensation and employer's liability insurance for all of their employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.
- (b) Commercial general liability insurance, on an occurrence form, with the following minimum limits—\$1,000,000 per occurrence, \$10,000 medical expense (any one person), \$2,000,000 personal and advertising injury, \$2,000,000 general aggregate, and \$2,000,000 products completed operations policy aggregate. The policy shall protect Subrecipient and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Subrecipient's operations under this Agreement, whether performed by Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. Similar coverage through an indemnity pool or governmental trust may be accepted by County if presented by Subrecipient and approved by County.
- (c) If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 for combined single limit each occurrence.

E. Bond Requirements. If the Project(s) involves construction or rehabilitation costing \$25,000 or more, Subrecipient may require that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than 100% of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subrecipient shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

F. Grantor Recognition. Subrecipient shall insure recognition of the role of HUD in providing services through this Agreement. All activities, facilities, and items funded under this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments.

- (1) Either of the parties may request amendments to any of the provisions of this Agreement at any time during the period of performance but no amendment shall be made or performed until it has been mutually agreed to by the parties. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done, except that, extensions of time amendments in the period of performance and contract expiration date may be authorized and given by County as provided below.
- (2) County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Project(s) to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.
- (3) All adjustments or extensions of time proposed for the performance of this Agreement and extension of contract expiration date shall be requested in writing by Subrecipient and be submitted to County for processing. All such requests must be received prior to the termination date set forth in paragraph 5 or in any subsequent valid amendments or extensions to the agreement in force at the time of the request. Upon approval by County, the parties shall each sign a written amendment to this Agreement.

H. Suspension and Termination.

- (1) Remedies for noncompliance. County and Subrecipient acknowledge and agree that if Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, HUD or County may impose additional conditions, as described in 2 C.F.R. §200.207 Specific conditions. County and Subrecipient further acknowledge and agree that if HUD or County determines that noncompliance cannot be remedied by imposing such additional conditions, HUD or County may take one or more of the following actions, as appropriate in the circumstances:
 - (a) Temporarily withhold cash payments pending correction of the deficiency by Subrecipient or more severe enforcement action by HUD or County.
 - (b) Deny both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance.
 - (c) Wholly or partly suspend or terminate the Federal award.
 - (d) For HUD, initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations; for County, recommend that HUD initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations.
 - (e) Withhold further Federal awards for the project or program.
 - (f) Take other remedies that may be legally available.
- (2) Termination.
 - (a) County and Subrecipient acknowledge and agree that the Federal award may be terminated in whole or in part as follows:
 - (i) By HUD or County, if Subrecipient fails to comply with the terms and conditions of a Federal award;
 - (ii) By HUD or County for cause;

- (iii) By HUD or County with the consent of Subrecipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (iv) By Subrecipient upon sending to HUD or County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if HUD or County determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, HUD or County may terminate the Federal award in its entirety.
- (b) County and Subrecipient acknowledge and agree that when a Federal award is terminated or partially terminated, both HUD or County and Subrecipient remain responsible for compliance with the requirements of 2 C.F.R. § 200.343 Closeout and 2 C.F.R. § 200.344 Post-closeout adjustments and continuing responsibilities.
- (3) Notification of termination requirement.
 - (a) County and Subrecipient acknowledge and agree that HUD or County must provide to Subrecipient a notice of termination.
 - (b) County and Subrecipient further acknowledge and agree that if the Federal award is terminated for Subrecipient's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that:
 - (1) The termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS);
 - (2) The information will be available in the OMB-designated integrity and performance system for a period of five years from the date of the termination, then archived;
 - (3) Federal awarding agencies that consider making a Federal award to the non-Federal entity during that five year period must consider that information in judging whether Subrecipient is qualified to receive the Federal award, when the Federal share of the Federal award is expected to exceed the simplified acquisition threshold over the period of performance;
 - (4) The non-Federal entity may comment on any information the OMB-designated integrity and performance system contains about the non-Federal entity for future consideration by Federal awarding agencies. The non-Federal entity may submit comments to the awardee integrity and performance portal accessible through SAM (currently CPARS).
 - (5) Federal awarding agencies will consider non-Federal entity comments when determining whether the non-Federal entity is qualified for a future Federal award.
 - (c) County and Subrecipient also acknowledge that upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77 (forthcoming at time of publication). See also the requirements for Suspension and Debarment at 2 CFR part 180.

- (4) Opportunities to object, hearings and appeals. County and Subrecipient acknowledge that upon taking any remedy for noncompliance, the Federal awarding agency must provide Subrecipient an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or County must comply with any requirements for hearings, appeals or other administrative proceedings to which Subrecipient is entitled under any statute or regulation applicable to the action involved.
 - (5) Effects of suspension and termination. Costs to Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or County expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:
 - (a) The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it; and
 - (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.
 - I. Licensing.** Subrecipient will obtain all licenses, permits, and/or certificates required by federal, state, and local government statutes, laws, ordinances, and/or regulations required by every governmental jurisdiction in which the Program is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and certificates available during normal business hours for inspection by County.
- 11. Administrative Requirements.**
- A. Uniform Requirements.** Subrecipient shall comply with 2 CFR part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements” as modified by 24 CFR § 570.502. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133.
 - B. Other Program Requirements.** Subrecipient shall comply with the program requirements set forth at 24 CFR part 570, subpart K, except that Subrecipient does not assume County’s environmental responsibilities described at 24 CFR § 570.604, and Subrecipient does not assume County’s responsibility for initiating the review process under 24 CFR part 52.
 - C. Financial Management.** Subrecipient agrees to comply with the standards for financial and program management in accordance with 2 CFR Part 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
 - D. Cost Principles.** Subrecipient, as specified in 24 CFR § 570.502(a), shall administer its program in conformance with 2 CFR Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
 - E. Allowable Costs.** Federal awards will meet the following general criteria in order to be allowable except where otherwise authorized by statute;
Be necessary and reasonable for proper and efficient performance and administration of Federal awards. Be allocable to Federal awards under the provisions of the Uniform Guidance.

Be authorized or not prohibited under State or local laws or regulations. Conform to any limitations or exclusions set forth in this policy, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.

Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the County or subrecipient.

Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

Except as otherwise provided for in the Uniform Guidance, be determined in accordance with generally accepted accounting principles. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation. Be the net of all applicable credits (ex. Program Income).

Be adequately documented.

F. Reasonable Costs

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when governmental units or components are predominately federally funded. In determining reasonableness of a given cost, consideration shall be given to:

Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the County or the subrecipient of the County for the performance of the Federal award.

The restraints or requirements imposed by such factors as: sound business practices; arms-length bargaining; Federal, State and other laws and regulations; and, terms and conditions of the Federal award.

Market prices for comparable goods or services.

Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the County or subrecipient of the County, its employees, the public at large, and the Federal Government.

Significant deviations from the established practices of the County which may unjustifiably increase the Federal award's cost.

G. Allocable Costs

A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received. All activities which benefit from the County's indirect cost, including unallowable activities and services donated to the County by third parties, will receive an appropriate allocation of indirect costs.

Any cost allocable to a particular Federal award or cost objective under the principles provided for in the Uniform Guidance may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons.

Where an accumulation of indirect costs will ultimately result in charges to a Federal award, a cost allocation plan will be required.

H. Documentation and Record-Keeping.

(1) Records to be Maintained. Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be

funded under this Agreement. Such records include, but are not limited to, the following:

- (a) Records providing a full description of each activity undertaken;
 - (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - (c) Records required to determine the eligibility of activities;
 - (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - (e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - (f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
 - (g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- (2) Retention. Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be the longer of three years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for three years after final disposition of such property. Records for any displaced person must be kept for three years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.
- (3) Client Data. Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.
- (4) Disclosure. Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- (5) Property Records. The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Subrecipient will adhere to 2 CFR § 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond 15 years the reporting periods are multiyear reporting periods.
- (6) Close-Outs. Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR § 200.343, are completed. Activities during

this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records.

- (7) Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, grantor agency, their designees or the federal government, at any time during normal business hours, as often as County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within a time period as agreed upon by County and Subrecipient after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or refunding of payments to County. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy or practice concerning Subrecipient audits and, as applicable, 2 CFR Part 200, Subpart F.

I. Reporting and Payment Procedures.

- (1) Program Income. Subrecipient shall return all program income, as defined at 24 CFR § 570.500(a), to County immediately upon being earned. Program income in possession, custody, or control of Subrecipient at either the expiration or termination of this Agreement or after this Agreement expires or is terminated, shall be paid to County in accordance with the provisions of subparagraph 11.H, Reversion of Assets. At the end of the program year County may require remittance of all or part of any program income balances (including investments thereof) held by Subrecipient, except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs.
- (2) Indirect Costs. Indirect costs may be charged if Subrecipient develops an indirect cost allocation plan, prepared in accordance with 2 CFR Part 200, Subpart E, for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to County for approval.
- (3) Payment Procedures/Methods of Disbursement.
- (a) Subrecipient may request disbursement from County of that part of the funding amount stated in paragraph 7, relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended.
- (b) A request by Subrecipient for either a lump sum or for periodic reimbursement payments on a Project shall be in a form and content as prescribed by County and shall be submitted to County for review and for a determination of eligibility for payment. Upon approval by County, County will pay Subrecipient. Requests for periodic payments shall be supported and documented as required by County on the basis of costs actually incurred by Subrecipient on a Project during the period for which payment is requested.
- (c) Prepayment of the funds stated in paragraph 7 or a partial advance of funds to Subrecipient for a Project may be made by County if the nature of the Project or unusual circumstances justify such payment. Any prepayment or advance payment

made hereunder must be justified in writing by Subrecipient and must be pre-approved and authorized by County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and are not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

- (d) Expenditures under this Agreement, whether or not prepaid, determined by County or HUD to be ineligible for reimbursement or which are inadequately documented will, upon written request, be immediately refunded to County by Subrecipient.
 - (e) No requests for reimbursement or other payments under this Agreement due to cost overruns of any kind on the Project(s) shall be approved, allowed, or paid by County unless the amount requested has been approved by a written amendment and authorized in accordance with the provisions of Paragraph 10.G.
- (4) Progress Reports. During the actual conduct of the Project, Subrecipient shall prepare and submit to County every three months, or as otherwise specifically requested by County, a detailed project status report. The report format shall be as approved by County but must show, at a minimum, the current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that project, the beneficiaries of the project, the money leveraged by CDBG-funded Activity, information relating to the HUD performance indicators, and any CDBG program income received on that project for the period preceding the report date.

J. Procurement. Subrecipient shall procure all materials, property, or services in accordance with the procurement standards of 2 CFR Part 200, Subpart D, except when Subrecipient's procurement standards are more restrictive, in which case Subrecipient shall implement its procurement standards.

K. Reversion of Assets. As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this Agreement, Subrecipient shall transfer to County any unexpended CDBG funds provided under this Agreement, all program income in its possession, custody, or control that Subrecipient has not returned to County, and any accounts receivable attributable to the use of CDBG funds provided under this Agreement. Any real property under Subrecipient's control that was acquired or improved, in whole or in part, with CDBG funds is subject to the following:

- (1) Real Property Acquired with CDBG Funds. All real property acquired by Subrecipient in whole or in part with CDBG funds in excess of \$25,000 must be used for a minimum of 15 years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low and moderate income persons, aiding in the prevention or elimination of slums and blight, or meeting community development needs having a particular urgency.
- (2) Real Property Improved with CDBG Funds. All real property improved in whole or in part with CDBG funds in excess of \$25,000 must be used by Subrecipient to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:
 - (a) A minimum of five years following the expiration or termination of this Agreement for CDBG funds between \$25,001 and \$99,999;

- (b) A minimum of ten years following the expiration of termination of this Agreement for CDBG funds between \$100,000 and \$199,999; and
 - (c) A minimum of 15 years following the expiration or termination of this Agreement for CDBG funds of \$200,000 and above.
- (3) If Subrecipient desires to change the use of real property covered by this paragraph prior to the expiration of the applicable period listed above, it must comply with the following:
- (a) Provide affected citizens with reasonable notice of any proposed change in use and an opportunity to comment; and
 - (b) Ensure that the new use meets a CDBG national objective; or
 - (c) Pay County an amount equal to the market value of the real property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the real property. This payment by Subrecipient to County is program income to County.
- (4) The threshold amounts set forth in subparagraph 2 above are cumulative, based on the total CDBG funding provided to Subrecipient in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by County to acquire or improve said real property. However, the use periods set forth in subparagraph 2 do not commence until closeout of the final agreement under which Subrecipient receives such acquisition or improvement funds.

L. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit (2 CFR § 200.33). Subrecipient shall comply with 2 CFR Part 200, Subpart D as modified by 24 CFR § 570.502(a)(6). In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D, the more restrictive standards and requirements will apply.

12. Displacement, Relocation, Acquisition, and Replacement of Housing. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and the requirements in § 570.606(d) governing optional relocation policies. (County may preempt the optional policies.) Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable state law, including Utah Code Annotated, §57-12-1, *et seq.* (1953, as amended), and County ordinances, resolutions and policies concerning the displacement of persons from their residences.

13. Personnel & Participant Conditions.

A. Civil Rights.

- (1) Nondiscrimination and Equal Opportunity.
- (a) Subrecipient, and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all federal, state and county laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

- (b) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.
 - (c) Subrecipient will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity or Affirmative Action employer. Subrecipient must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- (2) Excessive Force. Subrecipient agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
 - (3) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
 - (4) Section 504. Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 706), which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action.

- (1) Approved Plan. Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR Part 60.

- (2) Women- and Minority-Owned Businesses. Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in President's Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). As used in this Agreement, the term "minority and Women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.
- (3) Access to Records. Subrecipient shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by County and will permit access to its books, records, and accounts by County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- (4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- (5) Subcontract Provisions. Subrecipient will include the provisions of subparagraphs 12.A., Civil Rights, and 12.B., Affirmative Action, in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. Employment Restrictions.

- (1) Prohibited Activity. Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
- (2) Labor Standards.
 - (a) Davis-Bacon.
 - (i) For all contracts and subcontracts for construction, alteration, or repair in excess of \$2,000, Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. § 276a1-276a7, as amended, including (a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis-Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards, and (a)(10) Certification of eligibility.
 - (ii) Subrecipient agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with

the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this subparagraph.

- (b) **Work Hours.** Subrecipient agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.
- (3) **"Section 3" Compliance.** Subrecipient, and any of Subrecipient's subrecipients and subcontractors, shall comply with the provisions of Section 3 of the Housing and Urban Development Act, as set forth at 24 CFR Part 135. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct.

- (1) **Assignments and Contracting.** The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by Subrecipient for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements described in subparagraph 11.G above and any applicable state laws and local government ordinances.
- (2) **Subcontracts.**
 - (a) **Approvals.** Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.
 - (b) **Monitoring.** Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - (c) **Content.** Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - (d) **Selection Process.** Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open

competition basis. Executed copies of all subcontracts shall be forwarded to County along with documentation concerning the selection process.

- (e) Debarment and Suspension. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR Part 24.
- (3) Hatch Act. Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.
- (4) Citizen Participation. Subrecipient has had the opportunity to review and follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.
- (5) Community Development Plan. Subrecipient has had the opportunity to review and follows County's Community Development Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low- and moderate-income.
- (6) Conflict of Interest. Subrecipient agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest, and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County, or of any designated public agency or Subrecipient receiving funds under the CDBG Entitlement program.
- (7) Ethical Standards. Subrecipient represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.
- (8) Public Funds and Public Monies.
 - (a) Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds, or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in Subrecipient's possession.
 - (b) Subrecipient's Obligation: Subrecipient, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands

that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” as authorized by law and this Agreement for the provision of services to County. Subrecipient understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code Annotated, for misuse of public funds or monies. Subrecipient expressly understands that County may monitor the expenditure of public funds by Subrecipient. Subrecipient expressly understands that County may withhold funds or require repayment of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

(9) Lobbying. Subrecipient hereby certifies that:

- (a) No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit a Disclosure Form to Report Lobbying in accordance with its instructions;
- (c) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and
- (d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (e) No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Subrecipient, if a public entity, shall also comply with the provisions of the Hatch Act (5 USC 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (Pub. L. 95-454 Section 4728), which limit political activities of public employees.

(10) Copyright. If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

(11) Religious Organization. Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or

for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).

- 14. Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, Subrecipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Section 2429.

15. Environmental Conditions.

- A. Air and Water.** Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- (1) Clean Air Act, 42 U.S.C., § 7401, *et. seq.*; and
- (2) Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- B. Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001, Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

- C. Lead-Based Paint.** Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children age six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

- D. Historic Preservation.** Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

- 16. Employee Status Verification System.** Subrecipient shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code § 63G-12-302(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. §1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Subrecipient is individually responsible for verifying the employment status of only new employees who work under Subrecipient's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status

Verification System, the employment status of each new employee of the respective contractor or subcontractor. Subrecipient shall comply in all respects with the provisions of Utah Code § 63G-12-302(3). Subrecipient's failure to so comply may result in the immediate termination of its contract with County.

- 17. Survival of Provisions.** The parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or both of the parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.
- 18. Waiver.** No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the parties from receiving the full-bargained-for benefit under this Agreement. A waiver of any of the provisions of this contract or of any breach thereof shall not constitute a waiver of any other provision or breach, whether or not similar, and any such waiver shall not constitute a continuing waiver.
- 19. Entire Agreement.** This Agreement, including all attachments, constitutes the entire agreement and understanding between the parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the parties that are not set forth herein. Unless otherwise set forth herein, this contract supersedes and cancels all prior agreements, negotiations, and understandings between the parties regarding the subject matter herein, whether written or oral which are void, nullified, and of no legal effect if they are not recited or addressed in this contract.
- 20. Severability.** If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null, and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.
- 21. Rights and Remedies Cumulative.** The rights and remedies of the parties under this Agreement must be construed cumulatively, and none of the rights and/or remedies under this contract are exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
- 22. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same contract.
- 23. Approval.** This Agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each party in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, Utah Code Annotated, as amended.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

DAVIS COUNTY

Bob J Stevenson, Chair
Board of Davis County Commissioners
Date:_____

ATTEST:

Curtis Koch
Davis County Clerk/Auditor
Date:_____

REVIEWED AS TO PROPER FORM:

Davis County Attorney's Office

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

KAYSVILLE CITY

Printed Name:_____

Title:_____

Date:_____

ATTEST:

Printed Name:_____

Title:_____

Date:_____

REVIEWED AS TO PROPER FORM:

Kaysville City Attorney

ATTACHMENT I

SUBRECIPIENT: Kaysville City
PROJECT: Land Acquisition Fire Station
PROJECT NO: 218

PROJECT STATEMENT OF WORK

This attachment is a supplement to the general work statement contained in paragraph 4 of this Agreement. Therefore, in addition to the general work required to be done under that paragraph, which applies to all projects to be conducted under this Agreement, the particular work to be performed for this Project is as follows:

Eligibility and Reference: Public facilities and improvements. Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided Sec. 570.207(a), carried out by the recipient or other private nonprofit entities; see 24 CFR 570.201(c)

National Objective and Reference: LMA; Activities providing benefits that are available to all the residents of a particular area, at least 51% of whom are low/mod income.

IDIS Matrix Code: O30-Fire Station/Equipment

CPD Outcome Performance Measurement Information: The eligible types of facilities and improvements listed in the CDBG regulations at 24 CFR 570.201(c) include:

- The construction or installation of infrastructure improvements such as street improvements, or water and sewer lines;
- Number of persons assisted, that is the number of persons with new access to a facility or infrastructure benefit.

Priority: Public Facilities/Infrastructure/Non-Community Housing Development

County Outcome: Create a suitable living environment

Program Activity: Kaysville City will negotiate to acquire land using city funds and CDBG funds upon which they will build a Fire station at a future date which will serve an estimated 2100 residents with improved access to public facilities.

NATURE AND SCOPE OF PROJECT:

Subrecipient Scorecard:

Subrecipient shall adhere to the Key Performance Indicators (KPIs) as identified in the Subrecipient Scorecard (Refer to Attachment III) and strive to achieve the score of “A” for all KPIs listed as applicable. Scorecard reports shall be filled out by County staff and sent to Subrecipient semi-annually unless otherwise decided at the discretion of the County. Mitigating factors to KPI scores may be submitted by Subrecipient to the County and considered in good faith by County staff when scoring. Any requested changes to the Subrecipient Scorecard must be submitted in writing by Subrecipient and may be approved at the discretion of County staff in good faith and in writing.

Performance Evaluation Plan:

In regard to the Subrecipient Scorecard:

- At the discretion of the County, if Subrecipient scores a “C” in any of the KPI categories, it may be considered as a monitoring “recommendation” according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County staff to address the deficiency and any such plan would be resolved with Subrecipient’s program staff.
- At the discretion of the County, if Subrecipient scores a “D” in any of the KPI categories, it may be considered as a monitoring “concern” according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County staff to address the deficiency and any such plan would be resolved with Subrecipient’s program and/or executive staff.
- At the discretion of the County, if Subrecipient scores an “F” in any of the KPI categories, it may be considered as a monitoring “finding” according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County staff to address the deficiency any such plan would be resolved with Subrecipient’s program and/or executive staff and may be sent to Subrecipient’s board of directors.

Any low scores may trigger a formal monitoring. Low scores on the Subrecipient Scorecard is subject to review by the allocation committee.

Gantt Chart:

Subrecipient will adhere to the project milestones as specified in the Gantt Chart attachment and as referenced in the Agency Scorecard. Any requested changes to the milestones in the Gantt Chart must be submitted in writing by Subrecipient and may be approved at the discretion of County staff in good faith and in writing.

REPORTING: Subparagraph 11.F. of the Agreement requires timely progress reports from Subrecipient. Subrecipient will complete an online quarter report according to the timelines below.

	Dates of Service	Due Date	Period Ending	Fiscal Year	Calendar Year
Q1	July 1 – Sept. 30, 2021	Oct. 31, 2021	9/30	FY21-22	2021
Q2	Oct. 1 – Dec. 31, 2021	Jan. 31, 2022	12/31	FY21-22	2021
Q3	Jan. 1 – Mar. 31, 2022	Apr. 30, 2022	3/31	FY21-22	2021
Q4	Apr.1 – June 30, 2022	Jul. 20, 2022	6/30	FY21-22	2021

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the *Davis-Bacon Act, 40 U.S.C. § 276a1-276a7, as amended; the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c*, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. County shall maintain documentation which demonstrates compliance with hour and wage requirements of this part.

Subrecipient agrees to compile and provide to the County all HUD-required Section 3 information regarding the hiring of low-income employees and (sub) contractors.

TIMETABLE: The project will be completed within the 12-month Agreement's period of performance beginning July 1, 2021- June 30, 2022.

Subrecipient shall not undertake any work nor incur any costs on the Project until it has been informed by County that all environmental protection procedures and requirements prescribed in 24 CFR Part 58 which are applicable to the Project have been accomplished or satisfied.

ATTACHMENT II

SUBRECIPIENT: Kaysville City
PROJECT: Land Acquisition Fire Station
PROJECT NO.: 218

PROJECT BUDGET

I. Estimated Total Project Cost: \$700,000
II. Budgeted CDBG Expenditures: \$100,000

TOTAL CDBG EXPENDITURES: \$100,000

All other funding needed to complete this project is the responsibility of Subrecipient.

Other funding sources	\$600,000
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In no case will reimbursement exceed Subrecipient's actual costs. Subrecipient will maintain records necessary for justification and verification of such costs.

Services must be provided before the end of the period of performance of June 30, 2022. A final invoice must be received with payment issued before the contract end date of July 15, 2022.

ATTACHMENT III

Statistical Report and Gantt Chart

ATTACHMENT IV
Subrecipient Score Card

	Goal	Explanation	A 100%	B 75%	C 50%	D 25%	F 0%	Agency Score	Comments
Program Management	Agency Submits Quarterly Reports On-time	Quarterly reporting is submitted to the on-time and correctly	Submitted early or by due date	Up to 10 days after the Due date	10-30 days after the due date	30-90 days after the due date	90+ days after the due date		
Program Management	Adhering to Project Schedule on Gantt Chart	Updates to Gantt Chart timelines need to be communicated to and approved by County staff	Submitted early or by due date	Up to 10 days after the Due date	10-30 days after the due date	30-90 days after the due date	90+ days after the due date		
Program Management	Agency Submits Quarterly Billing On-time	Billings are submitted to the County with all the necessary documentation	Submitted early or by due date	Up to 10 days after the Due date	10-30 days after the due date	30-90 days after the due date	90+ days after the due date		
Program Management	Agency is Progressively Spending Down Allocated Funds	Agency is on-track to spend down funds in the Program Year	Spending is on track as anticipated	Factors have affected anticipated project, but a reasonable plan has been communicated to fully expend	Factors have affected anticipated project, but a reasonable plan has been communicated to fully expend a majority of the award.	Factors have affected anticipated project implementation, and although a plan has been communicated to expend a majority of the award, Davis Co has concerns.	Factors have affected anticipated project implementation, and there are significant concerns about the ability of the agency to meet the original intent of the contract.		
Outcome Performance	Agency is Achieving Outcome Set in Application	Agency is meeting the outcomes identified in the application	Meeting or Exceeding Anticipated Progress to Date on Goals	Factors have affected the anticipated outcomes to-date, but a reasonable plan has been communicated to meet original goals	Factors have affected the anticipated outputs, but a reasonable plan has been communicated to revise goals to a level that is realistic and acceptable to the County.	Factors have affected the anticipated outputs, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County, but there are concerns if they are realistic.	Factors have affected the anticipated outputs, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County, but there are concerns if they are realistic.		
Outcome Performance	Achieving Clients to be Served	Progress towards goals as stated in CDBG application	Meeting or Exceeding Anticipated Progress to Date on Goals	Factors have affected the number of clients anticipated to be served, but a reasonable plan has been communicated to meet original goals	Factors have affected the anticipated number of people to be served, but a reasonable plan has been communicated to revise goals to a level that is realistic and acceptable to the County.	Factors have affected the anticipated number of people to be served, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County, but there are concerns if they are realistic.	Factors have affected the anticipated number of people served, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County, but there are concerns if they are realistic.		
Compliance Monitoring	Outstanding Compliance Monitoring Issues	Financial Audits Findings, issues with policies & procedures, etc...	No Findings or Concerns; No minimal # of recommendations	No Findings or Concerns; No minimal # of recommendations	No Findings or Concerns are moderate in number and/or severity but can be remedied	1 or more Findings and/or Concern(s) that are significant or numerous enough to risk current or future funding.	Number and/or Significance of Findings and/or concerns makes current future funding unlikely.		
Compliance Monitoring	Conformance with Labor Standards (i.e., Davis-Bacon)		Proactively Responsive		Somewhat responsive to Labor Standards Process		Makes no effort to conform		
Compliance Monitoring	Responsiveness to the request to monitor, monitoring report, and related requests		Proactively Responsive	Responsive	Mostly Responsive	Reluctantly Responsive	Not Responsive		
Responsiveness	Submits any additional requested documents in a timely manner	(i.e., Contact, documents, etc...)	By the requested Date	Within 5 business days after the due date	Within 10 business days after the due date	Within 15 business days after the due date	20+ business days after the due date		



SETTLED IN 1850

Carlos Braceras
Executive Director, Utah Department of Transportation
4501 South 2700 West
P.O. Box 141265
Salt Lake City, UT 84114-1265

August 24, 2021

Mr. Braceras,

Thank you for your continued effort to work with cities in meeting the various needs of the residents of Utah. We are particularly pleased with Region One and the constructive impacts here in Kaysville. It is wonderful to have a positive working relationship with UDOT officials and we can't say enough about Region One and the UDOT team in our region.

The purpose of this letter is to officially request a change to a specific portion of the West Davis Corridor Project. This change involves the current plan to include **an at-grade crossing over the 200 North Interchange**. While we recognize this is not a simple or inexpensive change, we hope you will understand how impactful this change will be, not only in Kaysville, but also in the entire region. The concerns we have include but are not limited to the following:

- While there are other at-grade crossings along the WDC, this is the only crossing that will cross an interchange. That means there will be three crossings – an on-ramp, off-ramp, and 200 North itself. Those three crossings and the speed of on and off ramps pose a significant safety concern.
- We are concerned that this dangerous crossing will result in individuals just choosing not to use the trail. This crossing is near the Layton border and we don't want Layton residents to choose to not use this trail to the south or for Kaysville residents to not use this trail to the north just to avoid this unsafe crossing.
- 200 North will be a very busy interchange. This is the only road that has a connection with both Interstate 15 AND Highway 89 in less than 4 miles from 89 on the east to the WDC on the west.
- Active Transportation goals and decisions are at the forefront of our current efforts here in Kaysville. We are afraid this at-grade crossing is not meeting the expectations of active transportation advocates and the residents of our city and other Davis County cities.

Thank you for your consideration of this request to correct what appears to be an error in design. We are excited for all of the benefits of this road, both regionally and right here in Kaysville. As you may know, we have partnered with Farmington on three different "connector





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roads” that will allow increased connectivity in our two cities with the West Davis Corridor being the instigator of these connector roads. Thank you for your willingness to work with Kaysville in this request. If you have any questions about this request, feel free to contact Mayor Katie Witt at (801) 546-1235.

We are hoping that once this project is complete we will have a trail that will be utilized safely from Farmington to Syracuse and everywhere in between.

Sincerely Yours,

Katie Witt
Mayor

John Adams
Council Member/Mayor Pro Tempore

Tami Tran
Council Member

Andre Lortz
Council Member

Mike Blackham
Council Member

Michelle Barber
Council Member

Cc: Governor Spencer Cox
Speaker Brad Wilson, House of Representatives
President Stuart Adams, Utah State Senate
Heidi Goedhart, Active Transportation Manager, UDOT
Rob Wight, Director, Region One
Davis County Commission
Layton City Council
Farmington City Council



CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: September 2, 2021

TYPE OF ITEM: ACTION

PRESENTED BY: Community Development

SUBJECT/AGENDA TITLE: Internal ADU Ordinance

EXECUTIVE SUMMARY:

In response to HB 82 from the most recent legislative session, this ordinance has been prepared to indicate how Kaysville City will handle IADUs (internal accessory dwelling units).

In response to the feedback from the city council as a previous work item, external ADUs have been removed from this ordinance and will be looked at with additional criteria at a future meeting. The parking requirement for an IADU has also been specifically addressed.

Council Options: Approve/Table

Recommended Options: The Planning Commission has recommended approval of the elements of the ordinance as they relate to IADUs.

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

Attachments: IADU Ordinance

**KAYSVILLE CITY
ORDINANCE 21-9-1**

INTERNAL ACCESSORY DWELLING UNITS

**AN ORDINANCE ENACTING SECTION 17-31-3, INTERNAL ACCESSORY
DWELLING UNITS, OF CHAPTER 31, SPECIAL PROVISIONS APPLYING TO
PARTICULAR USES, OF TITLE 17, PLANNING AND ZONING, OF THE
KAYSVILLE CITY ORDINANCES.**

WHEREAS, The Utah State Legislature has required that cities allow for IADUs (Internal Accessory Dwelling Units) with the passage of HB 82 in the 2021 regular legislative session;

WHEREAS, Kaysville City desires to permit IADUs in conformance with the mandate from the State of Utah while implementing restrictions allowed by that legislation

NOW THEREFORE, be it ordained by the Council of the Kaysville City, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “17-31-3 (Reserved)” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

17-31-3 ~~(Reserved)~~ Internal Accessory Dwelling Units

Internal Accessory Dwelling Units

1. Definition: An Internal Accessory Dwelling Unit (IADU) is an accessory dwelling unit created within the footprint of a single family detached residence for the purpose of offering a long-term rental where the property owner resides on site.
2. IADU must meet the following regulations.
 - a. An IADU shall comply with all applicable building, health, and fire codes.
 - b. The owner of the property shall occupy either the IADU or the primary dwelling where the IADU is located as their place of primary residence.
 - c. Occupancy of any IADU shall be limited to a single family as defined by KCC 17-2-2.
 - d. An IADU shall be designed in a manner that does not change the appearance of the primary dwelling as a single family dwelling.
 - e. A minimum of one extra parking space beyond the parking required for the primary dwelling shall be provided on a property where an IADU is proposed.
 - i. Any parking spaces displaced by the construction of an IADU (i.e.

parking within a garage or carport displaced after the construction of an IADU within the garage or carport) shall be replaced to meet the requirement above.

ii. The required parking shall be paved with an asphalt or concrete surface and shall not be in tandem with parking required for the primary dwelling unit.

f. An IADU shall maintain the same address as the primary dwelling with the addition of 'Unit B'

g. An IADU shall not operate on separate utility meters from the primary dwelling.

h. An IADU shall not be permitted within a mobile home or within the property area of a mobile home

i. An IADU shall not be permitted on a property with a total lot size of 6,000 square feet or less.

j. An IADU shall not be permitted on a property with a failing septic tank.

3. IADU Rental Provisions

a. An Internal Accessory Dwelling Unit shall not be made available to rent without the owner of the property on which the IADU is located without first obtaining a valid permit for the purpose of renting an IADU from Kaysville City.

b. An IADU shall not be made available for use as a short term rental (any rental occupancy for a period of less than 30 consecutive days).

c. An ADU shall not be made available to rent where the owner does not reside within the primary dwelling unit on the property.

4. Penalty

a. In addition to applicable remedies for correction of non-compliance found in KCC 17-1-8 and in the Utah Code, Kaysville City may hold a lien of up to \$100 per day against a property that contains an Internal Accessory Dwelling Unit if the Internal Accessory Dwelling Unit is in violation of any of the provisions of Utah Code 10-9a-530 or of any provisions of this chapter.

i. The lien shall be removed after the violations are resolved.

SECTION 2: AMENDMENT “17-8-3 Permitted Uses” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

17-8-3 Permitted Uses

1. Accessory building or use customarily incidental to any permitted or conditional use subject to the provisions of KCC 17-31-2.

2. Agriculture, agricultural experiment station.
3. Corral, stable, or building for keeping animals or fowl, as set forth in [KCC 17-24](#).
4. Dairy farm, milk processing and retail sale, provided at least fifty percent (50%) of milk sold is produced and processed on the premises.
5. Farm animals and fowl kept for family food production and the keeping of horses for private use, together with their dependent young, as set forth in [KCC 17-24](#).
6. Farms devoted to the hatching, raising (including fattening as an incidental to raising) of chickens, turkeys, or other fowl, rabbits or fish.
7. Fruit or vegetable stand, storage and packaging for produce grown on the premises only.
8. Greenhouse and nursery limited to sale of materials produced on premises and with no retail shop operation.
9. [Internal Accessory Dwelling Unit subject to the provisions of KCC 17-31-3](#)
10. Publicly owned treatment works.
11. Two household pets.
12. Parking lot accessory to uses allowed in this Zone District.
13. Private swimming pool subject to the provisions of [KCC 17-31-9](#).
14. Single-family dwelling.
15. Temporary buildings or use incidental to construction work but not to include temporary dwellings. Such building shall be removed upon completion or abandonment of the construction work.
16. The keeping and raising of not more than ten (10) hogs, more than sixteen (16) weeks old, provided that no person shall feed any such hog any market refuse, house refuse, garbage or offal other than that produced on the premises.
17. The raising and grazing of horses, cattle, sheep or goats as part of a farming operation including the supplementary or full feeding of such animals, provided that such raising and grazing when conducted in conjunction with any livestock feed yard or livestock sales shall:
 - a. Not exceed a density of twenty-five (25) head per acre of used land.
 - b. Be not closer than three hundred feet (300') to any dwelling, public or semi-public building on an adjoining parcel of land.
18. Farms devoted to the raising, breeding, keeping and training of horses.
19. Public parks and playgrounds, and privately-owned parks, playgrounds, and recreational grounds not operated as a business in whole or part and to which no admission is charged.
20. Minor home occupations subject to the provisions of [KCC 17-26](#).
21. Major Home Occupation 'C' subject to the provisions of [KCC 17-26](#).

SECTION 3: **AMENDMENT** “17-9-3 Permitted Uses” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

17-9-3 Permitted Uses

1. Accessory building or use customarily incidental to any permitted or conditional use subject to the provisions of [KCC 17-31-2](#).
2. Agriculture, agricultural experiment station.
3. Corral, stable, or building for keeping animals or fowl, as set forth in [KCC 17-24](#).
4. Farm animals and fowl kept for family food production and the keeping of horses for private use, together with their dependent young, as set forth in [KCC 17-24](#).
5. Fruit or vegetable stand for produce grown on the premises only.
6. Greenhouse and nursery limited to sale of materials produced on premises and with no retail shop operation.
7. [Internal Accessory Dwelling Unit subject to the provisions of KCC 17-31-3](#).
8. Two household pets.
9. Parking lot accessory to uses allowed in this Zone District.
10. Private swimming pool subject to the provisions of [KCC 17-31-9](#).
11. Single-family dwelling.
12. Temporary buildings or use incidental to construction work but not to include temporary dwellings. Such building shall be removed upon completion or abandonment of the construction work.
13. Public parks and playgrounds, and privately-owned parks, playgrounds, and recreational grounds not operated as a business in whole or part and to which no admission is charged.
14. Minor home occupations subject to the provisions of [KCC 17-26](#).
15. Major Home Occupation 'C' subject to the provisions of [KCC 17-26](#).

SECTION 4: **AMENDMENT** “17-10-3 Permitted Uses” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

17-10-3 Permitted Uses

1. Agriculture.
2. Single-family dwellings.
3. Public parks and playgrounds, and privately-owned parks, playgrounds, and recreational grounds not operated as a business in whole or part and to which no admission is charged.
4. Minor home occupations subject to the provisions of [KCC 17-26](#).
5. Major Home Occupation 'C' subject to the provisions of [KCC 17-26](#).
6. Two household pets per dwelling unit.
7. The keeping of farm animals and fowl for family food production and the keeping of horses for private use, together with their dependent young, as set forth in [KCC 17-24](#).
8. Private swimming pools subject to the provisions of [KCC 17-31-9](#).

9. Accessory uses and accessory buildings customarily appurtenant to a permitted use, subject to the provisions of [KCC 17-31-2](#).

10. Internal Accessory Dwelling Unit subject to the provisions of KCC 17-31-3

SECTION 5: **AMENDMENT** “17-11-3 Permitted Uses” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

17-11-3 Permitted Uses

1. Agriculture.
2. Single-family dwellings.
3. Public parks and playgrounds, and privately-owned parks, playgrounds, and recreational grounds not operated as a business in whole or part and to which no admission is charged.
4. Minor home occupations subject to the provisions of [KCC 17-26](#).
5. Major Home Occupation 'C' subject to the provisions of [KCC 17-26](#).
6. Two household pets per dwelling unit.
7. Private swimming pools subject to the provisions of [KCC 17-31-9](#).
8. Accessory uses and accessory buildings customarily appurtenant to a permitted use subject to the provisions of [KCC 17-31-2](#).
9. Internal Accessory Dwelling Unit subject to the provisions of KCC 17-31-3
10. Fowl, rabbits, or similar animals subject to the provisions of [KCC 17-24](#).

SECTION 6: **AMENDMENT** “17-12-3 Permitted Uses” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

17-12-3 Permitted Uses

1. Agriculture.
2. Single-family dwellings.
3. Public parks and playgrounds, and privately-owned parks, playgrounds, and recreational grounds not operated as a business in whole or part and to which no admission is charged.
4. Minor home occupations subject to the provisions of [KCC 17-26](#).
5. Major Home Occupation 'C' subject to the provisions of [KCC 17-26](#).
6. Two household pets per dwelling unit.

7. Private swimming pools subject to the provisions of [KCC 17-31-9](#).
8. Accessory uses and accessory buildings customarily appurtenant to a permitted use, subject to the provisions of [KCC 17-31-2](#).
9. [Internal Accessory Dwelling Unit subject to the provisions of KCC 17-31-3](#)
10. Fowl, rabbits, or similar animals subject to the provisions of [KCC 17-24](#).

SECTION 7: **AMENDMENT** “17-13-3 Permitted Uses” of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

17-13-3 Permitted Uses

1. Single-family dwellings.
2. Agriculture.
3. Public parks and playgrounds, and privately-owned parks, playgrounds, and recreational grounds not operated as a business in whole or part and to which no admission is charged.
4. Minor home occupations subject to the provisions of [KCC 17-26](#).
5. Major Home Occupation 'C' subject to the provisions of [KCC 17-26](#).
6. Two household pets per dwelling unit.
7. Private swimming pools subject to the provisions of [KCC 17-31-9](#).
8. Accessory uses and accessory buildings customarily appurtenant to a permitted use, subject to the provisions of [KCC 17-31-2](#).
9. [Internal Accessory Dwelling Unit subject to the provisions of KCC 17-31-3](#)
10. Fowl, rabbits, or similar animals subject to the provisions of [KCC 17-24](#).

SECTION 8: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 9: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 10: **EFFECTIVE DATE** This Ordinance shall be in full force and effect as of October 1, 2021.

PASSED AND ADOPTED BY THE KAYSVILLE CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Council Member Adams	_____	_____	_____	_____
Council Member Barber	_____	_____	_____	_____
Council Member Blackham	_____	_____	_____	_____
Council Member Lortz	_____	_____	_____	_____
Council Member Tran	_____	_____	_____	_____

Presiding Officer

Attest

Katie Witt, Mayor, Kaysville City

Annemarie Plaizier, City Recorder
Kaysville City

CITY COUNCIL STAFF REPORT



MEETING DATE: September 2, 2021

TYPE OF ITEM: Action

PRESENTED BY: Cole Stephens/Josh Belnap

SUBJECT/AGENDA TITLE: A resolution authorizing the City Manager to negotiate with Weber Basin to sell portions of real properties currently owned by the City

EXECUTIVE SUMMARY:

Weber Basin (WBWCD) is currently pursuing plans to install a well on a property along Green Road in Fruit Heights that is owned by Kaysville City. Likewise, WBWCD is also working on a design for a 5-million gallon water storage tank to be located in the City's Wilderness Park.

WBWCD submitted appraisal 1 to the City for the Green Road purchase of 1.06 acres for \$325,000, plus \$97,500 for a permanent easement across our remaining property and \$70,901.20 for an existing unused underground pipe within that easement. WBWCD also submitted appraisal 2 to the City for the purchase of 2.48 acres within the Wilderness Park for \$42,000 dollars.

Staff reviewed the appraisals and felt appraisal 1 was fair and agreeable, but wanted further clarification on appraisal 2. Cole engaged the services of Rigby and Co. Appraisers to evaluate the appraisal from WBWCD, and the recommendation from Rigby and Co. was a sales price of \$63,200. WBWCD has indicated they are willing to use the recommendation from Rigby and Co.

This resolution authorizes the City Manager to conduct final negotiations with WBWCD on the sale of the necessary real property. The resolution sets forth parameters for the Manager to negotiation within. It also authorizes the Manager to execute documents to finalize the exchange.

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

Recommended Option: Staff recommends the City Council approve the resolution as written.

Fiscal Impact: City staff anticipates no fiscal impact based upon passage of this resolution.

Attachments: None

RESOLUTION 21-XX-XX

**AUTHORIZING THE CITY MANAGER TO SELL REAL PROPERTY
LOCATED AT GREEN ROAD AND THE CITY'S WILDERNESS PARK TO
WEBER BASIN WATER CONSERVANCY DISTRICT**

WHEREAS, Kaysville City (hereinafter "City") owns a parcel of property on Green Road in Fruit Heights (hereinafter "Green Road Property"); and

WHEREAS, the City also owns property that is currently being used as the City's Wilderness Park; and

WHEREAS, Weber Basin Water Conservancy District (hereinafter "WBWCD") would like to purchase a portion of the Green Road Property to install and maintain a well; and

WHEREAS, WBWCD would like to purchase a portion of the Wilderness park to install a large water storage tank; and

WHEREAS, WBWCD and the City have obtained appraisals to adequately value the property; and

WHEREAS, these sales would benefit WBWCD and the City; and

WHEREAS, the City, in exercise of its management of public property, believes that it is in the best interest of the public to sale these properties.

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

1. The City Manager is directed to conduct negotiations to trade property with WBWCD to dispose of the Green Road property and the necessary portion of the Wilderness Park. The terms of the Agreement shall address all terms and conditions that are consistent with the intent of City Council. The Agreements shall include such other provisions as are deemed necessary to accomplish the purposes of the City in entering an agreement to trade these properties. The City Manager is prohibited from entering into an agreement that would provide less than appraisal amounts outlined in the staff report for these properties.

2. At such time as the Agreement is in a form acceptable to the City Manager and City Attorney and after WBWCD has properly executed said Agreement, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by Davis County shall constitute acceptance of the sale, pursuant to the terms and conditions of the Agreement. Execution of the Agreement by the City Manager shall constitute the City's acceptance of the offer by WBWCD and the formal sale of the property pursuant to the terms and conditions of the Agreement.

3. That any actions taken heretofore in furtherance of this Resolution are hereby ratified.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **2nd day of September, 2021.**

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: September 2, 2021

TYPE OF ITEM: WORK

PRESENTED BY: Mayor/Council/Staff

SUBJECT/AGENDA TITLE: Discussion on the status and future of the Kaysville Library building.

EXECUTIVE SUMMARY:

Thanks to some grant funded planning opportunities, the city is currently working in coordination with UDOT on a process to create an updated vision and future plan for Main Street in order to promote economic viability and to further enhance this part of Kaysville as a destination. The city is also on the tail end of an update to its general plan which will better guide the future growth and development of the city. To better inform these processes and to better understand potential options for the central part of Main Street, it is timely to discuss the future of the old city library building.

This building which sits in the middle of the civic block along Main Street between the police station and city hall has been vacant since completion of the new library at Fairfield and 200 North in 2015. Occupancy of the old library building has been revoked meaning it has been deemed uninhabitable based on its current state.

Attached are some informational pages on some of the history and studies the City has done since 2014. A contractor report from 2014, JRCA facilities master plan in 2018 (only library section included in attachment) and 2018 engineering report. It is also our understanding the Kaysville Fruit Heights Museum Committee has a report from the State Preservation Division. There is historical interest in the building from groups in the community.

In 2017, the City began the design of remodeling the existing building to house certain City departments. As the process unfolded, it was eventually determine that it was not in the best of the City to remodel the building due to expected costs. At that time, 2017, costs projected to be 1.5 times the cost of new construction. For reference today's new construction costs range from \$325 to \$375 per square foot depending on the complexity of the new construction project for similar type buildings.

Bert Rawlins Construction, Inc

364 N Sanders Ln

Kaysville Ut 84037

801-544-0775

To: Kaysville City regarding condition of library floor and framing

On September 18, 2014 Vance Garfield and I went in to the crawl space under the library to access the condition of the flooring on the north end of the building. What was observed at first was that the ground was damp.

As we crawled towards the north end, we passed several concrete piers that are supporting the floor beams. One of which has deteriorated to the point that about 60% of it has crumbled into a pile. There was a considerable amount of calcium crystals around this pier. (A sample of this was taken to Mr. Stevens, the chemistry teacher at Davis High and it was determined to be calcium.)

Upon reaching the northwest end, it was discovered that there is water/moisture coming through the rock exterior to the point that the rim joist and flooring are rotting away. Some of the flooring is missing to the point that I could reach my hand up through the floor and feel the carpet under the bookcase above it. The northeast corner rim joist was deteriorated to the point that some of it was missing. The rim and flooring can be repaired, but needs to be done from the top because of difficulty in access and how it will tie back together with the flooring.

The moisture that is causing this damage needs to be addressed. It may be as simple as changing the exterior grade and sealing the rock and mortar, but could be as extensive as determining if water is coming from as high as drainage coming off the roof. Our inspection did not supply any definite answers to that problem.

All piers supporting the beam/floor framing will need to be examined to determine if they need to be repaired or replaced to eliminate any further deterioration.

We also found what appeared to be some plumbing vents that run up through the wall. Where they exit to the outside we couldn't determine. They may also be a source of some of the moisture if there is a flashing problem. This was the extent of our findings.



Kaysville City Facilities Master Plan

April 2016



- ~~-Provide additional solid site fencing and automatic gates to screen yard area~~
- Replace existing asphalt paving throughout and site storm water management

Former County Library Building

Architectural

Constructed in 1944 with load bearing wood framing, 2x4 wood truss roof construction with an elevated floor system consisting of wood joist, beams and posts. The exterior façade includes stacked cobble stone with precast concrete window sills and fascia. The exterior window assemblies are original to the building construction and do not provide thermal efficiencies. Over the lifecycle of the facility, the exterior door assemblies have been upgraded, however consideration should be given to upgrade the assemblies to achieve a higher level of thermal performance and accessibility.

The roof structure is pitched without eaves to protect from potential water penetration. The asphalt shingle roof is aged and should be replaced to match the surrounding building structures. This work would also include replacement of the rain gutter system.

The NW corner of the building has experienced 'floor sinking' and upon further investigation, it appears that water has penetrated the corner of the building and has caused rotting and settling. The interior finishes are dated and consideration for

replacement should be given. Accessibility is an issue with existing building entrances, restrooms and office spaces.

The basement area houses the original boiler system used for heating purposes and is wrapped with an insulating barrier containing asbestos. The boiler system is no longer utilized and will need to be removed and associated abatement required. Access to the mechanical space is limited and requires a higher level of planning to remove the system. Please note the proposed re-use and floor plan is built around removal of this equipment and recapturing a portion this space.

The Stewart Art Gallery currently occupies approximately 700 sf. and is anticipated to remain housed in this facility until a final direction of the buildings use is determined. In either case, the Stewart Gallery shall either remain housed in the current space or relocated to the Municipal Center as recommended.

In summary, this facility is context sensitive and provides historical value to the citizens of Kaysville City. In determining the final use of this building, applicable options should be presented and reviewed publically and allow input by the citizens. The building is currently vacant and not being utilized for municipal functions. High priority should be given towards establishing a use for this facility as unused public spaces are viewed unfavorably by the public.

Recommendations:

- For future use and occupancy, the building will require substantial improvements and replacement of all building systems including substantial seismic improvement to the structural systems.
- Create new Kaysville City Community Development and Legal Building per the Architectural space plan and cost opinion provided. Remove and temporarily store the Stewart Gallery until the planned space at the Municipal Center is constructed.
- Replace the roofing system and perimeter storm water management.
- Remove rooftop HVAC units.
- Provide new thermal insulation at the roof level to improve thermal performance.
- Replace all exterior door and window assemblies.
- Provide building access control.
- Install automatic fire suppression system.

Structural

We would recommend this building be seismically upgraded. In its present condition, it would probably perform poorly under a moderate to major size earthquake. Based upon our experience we would recommend the following:

- Exterior unreinforced stone walls be anchored better to the roof and floor system.
- Additional shear walls be constructed in the east-to-west direction to resist lateral forces due to earthquakes. This could be wood, concrete or masonry walls.
- The exterior unreinforced stone walls be braced for out-of-plane lateral forces. This can be accomplished by tying the walls back to an interior wood or metal stud wall system.
- The northwest and northeast corners of the floor be raised and leveled.
- Do an analysis of the roof system to make sure the truss members and their connections are adequate. We recommend this because when the building is remodeled and used for a different function more roof insulation may be added. This will increase the snow load because the snow will not melt as quickly allowing more snow build-up.

Mechanical

There is an existing steam boiler in the basement that is no longer functional. It is reported to have asbestos. The old steam radiators throughout the buildings have been abandoned. The building HVAC is provided by rooftop heat air to air heat pumps. There are (2) and provide the building with (2) temperature zones. Rooftop heat pumps are only accessible by exterior ladders. ATC controls are very basic with individual, standalone thermostats for each system.

The building does not have a fire sprinkler system.

Problems / Deficiencies

- The rooftop heat pumps should adequately serve the building. Only 2 temperature zones is limiting, but functional.
- The equipment serving this building is very old and has exceeded the recommended useful life for this type of equipment.

Contingent on the anticipated useful life of the building, we recommend that a major renovation of the HVAC systems be carried out to update the system. The new systems should be designed to be energy efficient and in compliance with current building codes. The new systems would provide better ventilation and comfort. The

renovation of the areas served by rooftop heat pumps would impact the ceilings and lighting and should therefore be part of a larger renovation project to upgrade the interiors.

Plumbing

The domestic cold water enters the boiler room. There is a gas fired water heater with a domestic hot water recirculation system serving the building. Plumbing fixtures appear to be in fair condition. All of the faucets and flush valves are manual style.

Problems / Deficiencies

- The plumbing system looks fair for its age. It is anticipated that the domestic piping may be experiencing internal corrosion and clogging, but pressure is reported adequate. The plumbing fixtures are old, but in fair condition.
- The plumbing fixtures and water heater(s) in this building are all very old and have exceeded the recommended useful life for this type of equipment.

Contingent on the anticipated useful life of the building, we recommend that a major renovation of the plumbing systems be carried out to update the system. The new systems should be designed to be energy efficient and in compliance with current building codes. The new systems would provide a better appearance. The renovation of the plumbing would impact the ceilings and lighting and should therefore be part of a larger renovation project to upgrade the interiors.

Electrical

The existing electrical service is 400 amp 120/240 volt 3 phase 4 wire delta. It is fed from pole mounted transformers across the road to the east. There is no capacity for expansion. The panels are outdated and need to be replaced. It is suggested that the electrical service be upgraded for the new intended use.

Lighting

The existing fluorescent lighting appears to be in working order. It is suggested that the lighting be upgraded to more efficient LED or high efficiency T-8 lamp/ballast fixtures for the new intended use. There did not appear to be adequate emergency egress lighting. Emergency lighting should be added with emergency battery packs or an inverter.

Automatic Lighting Controls

There are no automatic lighting controls in the building, as required by current energy codes. The lighting controls will need to be upgraded for the new intended use to meet current energy codes.

Fire Alarm System

The existing fire alarm system is a Notifier zoned system. The building does not meet current codes for notification (horn/strobe) devices. If the building is remodeled, it would need to be brought up to current codes. The existing fire alarm panel may not be capable of expansion. It is recommended to upgrade the fire alarm system.

Communications

New CAT6 cabling will need to be provided throughout in conjunction with the final intended use. Existing fiber connection into the building will remain and be utilized with the buildings future use.

Municipal Center

Architectural

Constructed in 1986 with load bearing wood framing and wood framed truss roof with slab on grade concrete floor. Current uses include:

- City Administration
- Community Development (Planning, zoning & Engineering and Building Departments)
- Information Technology
- City Council Room and Dias, and Multipurpose Space
- Record Storage

The Building has been determined to be structurally sound with no visible signs of deterioration. The façade consist of staked river rock masonry, sloped roof with standing seam metal paneling and partial low slope roof. The exterior façade and fenestration assemblies are adequate and should remain so with upkeep and maintenance as required. The low slope roof has recently been replaced with a new membrane system. The mechanical systems include both roof top mounted and mechanical mezzanine systems that are described within the mechanical portion.

MARCH 29, 2018

Sheet 1 of 3

Mike Blackham.
Kaysville City Building Official.
Kaysville City, Utah.

Regarding: Site Visit and report for the retrofit of the existing Kaysville City library located at 44 North Main Street, Kaysville Utah.

Dear Mike.

At your request I meet with you at the above referenced project site on March 22nd 2018. The purpose of the site visit was to observe the existing structural elements and layout of the building in order to provide the following report on the potential retrofit requirements to convert this existing facility to new City Offices.

During the site visit we able to observe the exposed structure of the walls, the attic space and associated roof framing and the crawl space and associated floor framing. The following provides a list of my observations and recommendations.

- 1) The existing building was built in the early 1950's, it is an approximately 6100sf single level rectangular structure with the following structural systems.
Roof: 1X Plank board sheathing supported on framed in place dimensional lumber roof trusses at 24"OC spanning from the front to back walls.
Floor: 2X floor joists running from front to back supported on Multi Ply 2X floor beams running side to side at 1/4 span points, supported on stacked block piers supported on shovel formed concrete footings.
Walls: 2x4 stud framed walls with rock veneer attached directly to the outer face of the stud.
Foundations: Exterior perimeter foundations are short formed concrete foundation walls on perimeter continuous footings. Interior foundations are stacked block on shovel formed concrete footings.
- 2) **During the site observation the following items of concern were noted.**
 - a. The lack of roof overhang and associated perimeter roof drainage allows for water to run down the face of the veneer walls infiltrating the mortar joints and permeating the walls. The upper perimeter precast cap also allows for water infiltration behind the rock veneer. Many areas of loose rock were observed.
 - b. The walls (at the two exposed locations) show obvious signs of water infiltration. The wire backing for the veneer that has been nailed onto the outer face of the studs has almost completely corroded.
 - c. No air cap or means of moisture control or prevention has been provided within the wall construction.



Sheet 2 of 3

- d. No wall sheathing or means of lateral bracing has been provided in the wall construction.
- e. The floor has settled excessively in many locations. No positive connection is provided between the floor beams and interior masonry piers.
- f. The sidewalk at the front of the building has been poured directly against the rock veneer and above the foundation.

3) **Discussion of required retrofit.**

a. The most significant area of deficiency within this structure is the lateral force resistive system. Based upon the site observation there is little capacity for this structure to withstand even a moderate Seismic event. The only apparent lateral capacity is the sheet rock on the inside face of the walls, which would be extremely deficient for the required capacity of this structure.

Due to the considerable moisture control issues with the exterior walls there are no easy retrofit procedures for this building. Removal of the existing studs without significant additional damage to the veneer would be a substantial challenge. It is likely that a complete demolition and reconstruction of the exterior walls will be required. This will allow for the following:

- Correct moisture control, including vapor barrier and air gap between the veneer and the supporting structure.
- The correct connection of the veneer to the supporting structure to support the veneer for out of plane loading under a Seismic event.
- Construction of shear walls for lateral force resistance capacity.
- Connection to the roof diaphragm (see discussion of roof below) for in plane and out of plane load transfer.
- Connection to the foundation (see discussion of foundation below) for shear transfer and shear wall hold- down connection.

b. The roof framing appears to be in relatively sound condition. The roof will need to be sheathed to provide for the required diaphragm shear capacity. In plane and out of plane connection of the roof diaphragm to the walls will be required. (Observation of the existing connection was not available at the site visit). It is also recommended that overbuild sections at the roof perimeter be constructed to allow for a roof overhang and associated protection of the walls and veneer.

c. The exterior foundation appears to be in relatively sound condition (at the limited areas that were observed). Testing of the foundation to determine reinforcement will be required so that analysis of vertical load and holdown loading capacity can be determined.



Sheet 3 of 3

d. The floor system will require retrofit. Many areas of excessive settlement were observed. New interior foundation piers and positive connection to the floor structure will be required. Due to the moisture infiltration within the walls it is likely there are many floor perimeter locations with rot issues. Along the front wall line, the side walk has been poured directly against the veneer and above the foundation. Investigation of this area will likely reveal considerable water infiltration issues.

4) Conclusions.

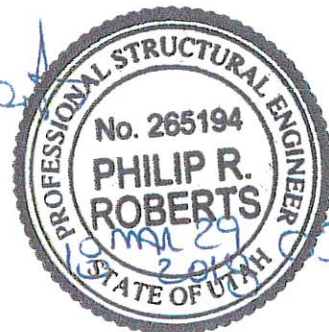
- a. Based upon the above observations and associated discussion this structure is not suitable to be occupied until significant retrofit has occurred.
- b. A thorough field investigation will be essential to provide the required structural analysis and retrofit design package.
- c. This report discusses structural considerations only. Architectural, Mechanical and Electrical retrofit will likely be required.
- d. Design and Construction cost analysis is beyond the scope of this report. Due to the extensive deficiencies and associated required retrofit it is recommended that serious consideration be given to demolition of this structure and construction of a new facility.

Please call if we can be of any further assistance or if you have any questions or comments.

Very truly yours,

Philip R. Roberts S.E. SECB.

ESI ENGINEERING, INC.



CITY COUNCIL STAFF REPORT



MEETING DATE: September 2, 2021

TYPE OF ITEM: Work

PRESENTED BY: Shayne Scott

SUBJECT/AGENDA TITLE: A resolution authorizing the City Manager to negotiate with Central Davis Sewer District to acquire necessary right of way and finalize any negotiations within set parameters

EXECUTIVE SUMMARY:

The City would like to obtain real property from Central Davis Sewer District to improve road connectivity relating to the West Davis Corridor. Central Davis Sewer District has expressed interest in exchanging this property for certain improvements that would benefit the services they provide. This resolution authorizes the City Manager to conduct negotiations to acquire the necessary real property. The resolution sets forth parameters for the Manager to negotiate within. It also authorizes the Manager to execute documents to finalize the exchange.

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

Recommended Option: Staff recommends the City Council approve the resolution as written.

Fiscal Impact: City staff anticipates no fiscal impact based upon passage of this resolution.

Attachments: None

RESOLUTION 21-~~XX-XX~~

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO NEGOTIATIONS WITH CENTRAL DAVIS SEWER DISTRICT TO OBTAIN REAL PROPERTY FOR A RIGHT OF WAY

WHEREAS, Kaysville City (hereinafter “City”) would like to obtain real property owned by Central Davis Sewer District to improve connectivity with the West Davis Corridor; and

WHEREAS, Central Davis Sewer District (hereinafter “CDSD”) has expressed tentative interest in trading this property for certain improvements and access to City-owned resources; and

WHEREAS, the City Council of Kaysville City deems it to be in the best interest of the City to work with CDSD to obtain this property in the way outlined below.

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

1. The City Manager is authorized to negotiate with Central Davis Sewer District to obtain the necessary real property.
2. The City Manager is expressly authorized to allocate the following city resources in these negotiations:
 - a. Fiber resources
 - i. Fiber connections that will directly benefit CDSD
 - ii. Leasing strands of Fiber from Kaysville City to CDSD
 - b. Right of Way and Infrastructure
 - i. Dedicating portions of Shepherd Lane to the CDSD
 - ii. Granting an easement along 950 North.
 - c. Facility Improvements
 - i. Barrier addition including berms and fencing located where CDSD desires
 - ii. Upgrades to sewer pipes in locations impacted by the project
 - iii. New entrance to CDSD constructed and rated for large delivery trucks.
 - d. Other Considerations
 - i. Facilitate the moving of the trail as far away from the CDSD as possible.
3. The Council recognizes that other considerations and requests may arise in negotiations. Thus, the City Manager is authorized to make non-material alterations in the use of city resources, if necessary, to accomplish the desired goals as outlined above.
4. At such time as the Agreement is in a form acceptable to the City Manager and City Attorney and after CDSD has properly executed said Agreement, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by CDSD shall constitute their acceptance of the negotiation, pursuant to the terms and conditions of the Agreement. Execution of the Agreement by the City Manager shall constitute the City's acceptance of the offer by CDSD, pursuant to the terms and conditions of the Agreement or any previously signed Agreement consistent with this resolution. City Manager shall be authorized to accept the real property and execute the necessary documents to finalize this exchange.
5. Any action taken heretofore in furtherance of this resolution is hereby ratified.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **26th** day of August, 2021.

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

DEVELOPMENT STANDARDS
FOR THE
KAYSVILLE BUSINESS PARK

Approved by the
Architectural Review Committee

November 6, 2001

Amended June 16, 2016

Amended September 2, 2021

SECTION II – LANDSCAPING

Landscaping is a critical element in creating and conveying the quality environment of the Kaysville Business Park. Barnes Park is a passive and active recreation site and Landscaping that enhances its functions is provided by the City. Landscaping of the Development Parcels must comply with the following standards.

All Landscaping and site work must be approved by the Architectural Review Committee. Plans must be drawn at a scale of 1"=50' or larger. Plans will show site elements and Landscaping that is proposed and existing on the Development Parcel.

The right-of-way from curb to property line abutting each Development Parcel shall be Landscaping installed and maintained by the Owner or Occupant of each Lot. In addition, no less than ten percent (10%) of each Lot shall be Landscaping installed and maintained by the Owner or Occupant of each Lot, and shall include at least thirty (30) trees per acre of Landscaping.

The Landscaping within twenty-five feet (25') of the right-of-way (between ten and 35 feet from the curb) shall reduce the visual impact of parking and loading. It will contain tree species selected from the following list:

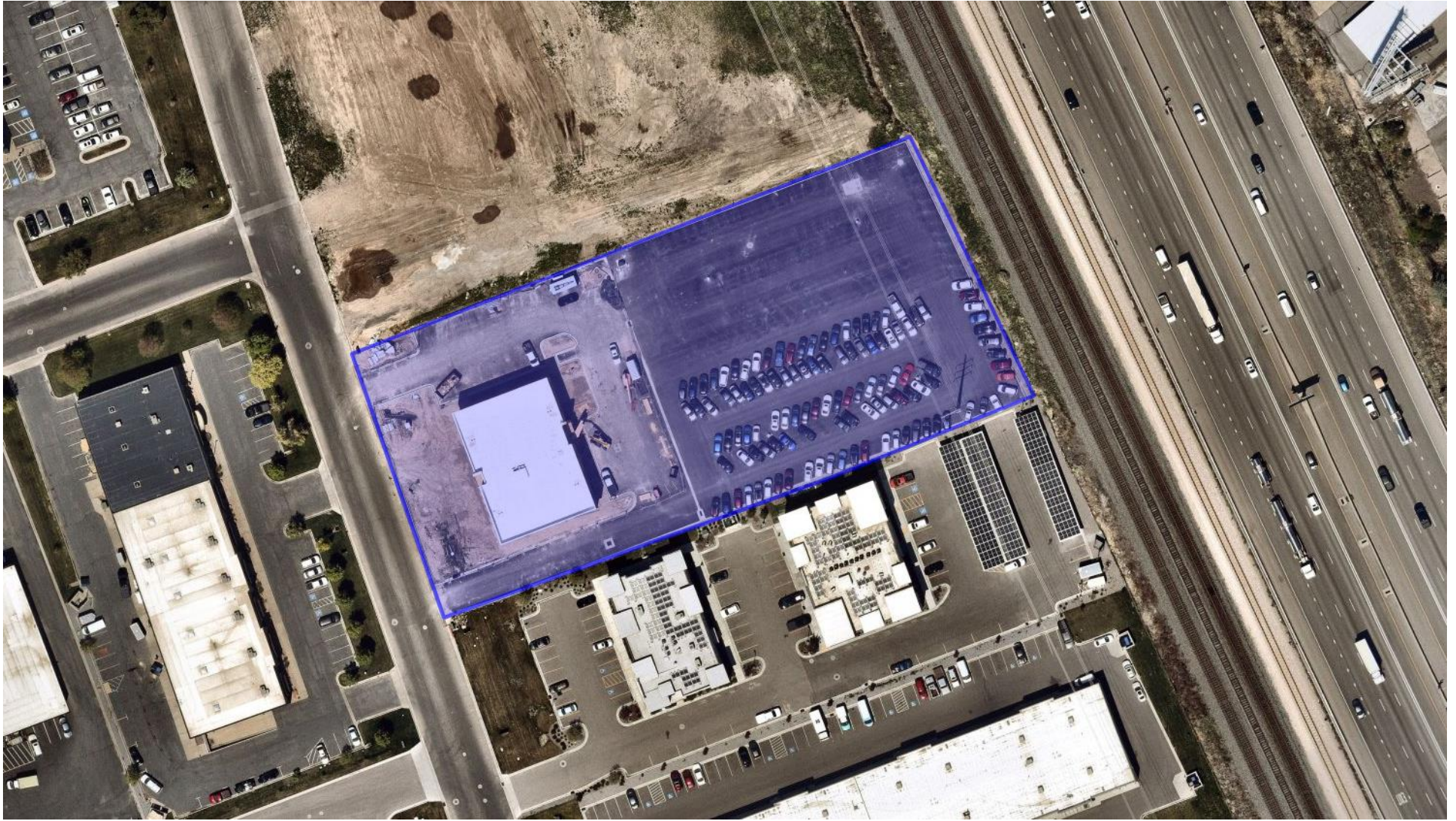
Tree List

Acer platanoides	Norway Maple
Acer saccharum	Sugar Maple
Cercis canadensis	Eastern Redbud
Gleditsia triacanthos	Honeylocust
Koelreuteria paniculata	Golden Rain Tree
Malus ioensis	Bechtel Crabapple
Malus sargentii	Sargent Crabapple
Pyrus calleryana	Callery Pear
Tilia cordata	Littleleaf Linden
Zelkova serrata	Japanese Zelkova

Trees of differing sizes may be planted, but minimum sizes shall conform to the following:

- 50% at least 1.5" caliper
- 30% at least 2.0" caliper
- 20% at least 2.5" caliper

The Landscaping on the remainder of the Lot must cover enough area to bring the total to ten percent (10%) of the Lot. This Landscaping should meet the needs of each Occupant and is to enhance parking areas and rear and side property lines, and visually soften buildings. The Landscaping will contain plants adapted to site conditions and suited for the function intended.



GP Motors - 652 North Kays Drive – Lot 117 A

sheet:

LI-1



project:

GP Motors

address:

612 N Kays Dr
Kaysville, UT 84037

revisions:

title:

LANDSCAPE
PLAN

sheet:

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