



MEETING NOTICE AND AGENDA
AMENDED

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, September 1, 2022, starting at 7:00 P.M. in the **Council Chambers in Kaysville City Hall at 23 East Center Street, Kaysville, UT**. The meeting will be streamed on YouTube, and the link to the meeting will be posted on www.KaysvilleLive.com.

Public comment is only taken during a meeting for Action Items, "Call to the Public", or for a public hearing. **Those wishing to speak during these times must sign-up in person before the meeting begins.** Comments may also be directed to the City Council via email to publiccomment@kaysville.gov. Emailed comments will NOT be read out-loud at the meeting.

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:

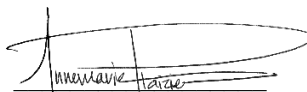
1. OPENING
 - a. Provided by Council Member Mike Blackham.
2. CALL TO THE PUBLIC (3 MINUTE LIMIT, MUST SIGN UP IN PERSON)
3. PRESENTATIONS AND AWARDS
 - a. Legislative Lobby Update – Lincoln Hill.
4. DECLARATION OF ANY CONFLICTS OF INTEREST
5. CONSENT ITEMS
 - a. Approval of Minutes of August 4, 2022.
 - b. Approval of Minutes of August 18, 2022.
 - c. Authorization to purchase Outage Communication/Management System Software.
6. WORK ITEMS
 - a. Kaysville and Farmington Connector Road Interlocal Agreement.
 - b. An Ordinance amending Kaysville City Code Section 8-5, "Flood Damage Prevention".
7. COUNCIL MEMBER REPORTS
8. CITY MANAGER REPORT
9. ADJOURNMENT

KAYSVILLE BUSINESS PARK ARCHITECTURAL REVIEW COMMITTEE MEETING

1. Opening.
2. Site plan and building review for an addition at Closet Butler located at 1272 West Sportsplex Drive.
3. Closing.

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 26, 2022.


Annemarie Plaizier
City Recorder

KAYSVILLE CITY COUNCIL
August 4, 2022

Minutes of a regular Kaysville City Council meeting held on August 4, 2022 at 7:00 p.m. in the Council Chambers in Kaysville City Hall at 23 East Center Street, Kaysville, UT.

Council Members present: Mayor Tamara Tran, Council Member John Swan Adams, Council Member Mike Blackham, Council Member Abbigayle Hunt, Council Member Nate Jackson and Council Member Perry Oaks

Others Present: City Manager Shayne Scott, City Attorney Nic Mills, City Recorder Annemarie Plaizier, Community Development Director Melinda Greenwood, Information Technology Assistant Jordan Hansen, Stephanie Nielsen, David Nielsen, David Johnson, Clint Taylor, Christina Castro, Dawn Steele

OPENING

Council Member Jackson opened the meeting with a thought and prayer, and led the audience in the pledge of allegiance.

CALL TO THE PUBLIC

Nothing was brought under this item.

DECLARATION OF ANY CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

Council Member Oaks made a motion to approve the following consent items:

- a. Approval of Minutes of July 21, 2022.

The motion was seconded by Council Member Blackham.

The vote on the motion was as follows:

Council Member Oaks, yea
Council Member Blackham, yea
Council Member Adams, yea
Council Member Hunt, yea
Council Member Jackson, yea

The motion passed unanimously.

ACTION ITEMS

PRELIMINARY PLAT SUBDIVISION APPROVAL FOR HINKLEY LOT SPLIT LOCATED AT APPROXIMATELY 815 NORTH BROOKSHIRE DRIVE – CLINT TAYLOR

Community Development Director Melinda Greenwood explained that on July 14, 2022, the Planning Commission reviewed the preliminary plat for the Hinkley Lot Split, located at 815 North Brookshire Drive, and voted unanimously to send a recommendation of approval to the City Council. Planning and engineering staff have reviewed the plat, and are recommending approval with the following conditions:

1. Addresses be added to the lots.
2. The plat title be corrected from survey to subdivision.
3. Correcting the boundary description.
4. Correcting or adding any other items as deemed necessary by Staff.

Mayor Tran opened the public comment period for this item.

There were no comments or questions from the public for this item.

Council Member Adams made a motion to approve the preliminary subdivision plat for Hinkley Lot Split located at approximately 815 North Brookshire Drive for Clint Taylor, subject to the aforementioned conditions. The motion was seconded by Council Member Jackson.

The vote on the motion was as follows:

Council Member Blackham, yea
Council Member Adams, yea
Council Member Hunt, yea
Council Member Jackson, yea
Council Member Oaks, yea

The motion passed unanimously.

REZONE OF 1.66 ACRES OF PROPERTY AT 602 SOUTH ANGEL STREET FROM A-1 (LIGHT AGRICULTURAL) TO R-1-14 (SINGLE FAMILY RESIDENTIAL DISTRICT) WITH A PRUD (PLANNED RESIDENTIAL UNIT DEVELOPMENT) OVERLAY – BEBUILDERS

Melinda Greenwood explained that the Planning Commission held a public hearing on July 14, 2022 regarding the rezone request of 602 South Angel Street from A-1 (Light Agricultural District) to the R-1-14 (Single Family Residential District) with a PRUD (Planned Residential Unit Development) overlay. The Planning Commission voted unanimously to send a recommendation of approval to the City Council. The Planning Commission felt that this rezone request provides a slightly different and greater variety of housing choice with lot sizes uncharacteristic to the west side of Kaysville, and that the rezone would not do harm to the general public in terms of infrastructure. They also felt that this proposal complies with the current 2019 General Plan, and

partly addresses the housing crisis. Based on the findings of Staff and the Planning Commission recommendation, Staff is also recommending approval of the rezone request. The applicant has submitted a concept rendering depicting four single-family dwellings within this property, but the property is large enough that it could potentially have up to five single-family dwellings on the property.

Mayor Tran opened the public comment period for this item.

There were no comments or questions from the public for this item.

Council Member Oaks asked if the existing home would remain on the property.

David Nielsen, representing the applicant, responded that the home was too costly to renovate, so they would be tearing it down.

Council Member Oaks asked why the applicant's concept drawing did not show the allowed five lots.

David Nielsen said that they are still trying to determine if five lots would be able to fit on the property. They are certain they can fit four lots on the property, while still meeting setback requirements. They would ultimately like to fit five lots on the property if they can.

Council Member Hunt asked about the estimated value of these homes.

David Nielsen responded that they anticipate them being valued at a million dollars or more.

Mayor Tran asked about the sizes of the homes.

David Nielsen responded that each property owner would build his or her own homes, but each home will likely take up every available piece of buildable property.

Council Member Oaks made a motion to approve the request to rezone 1.66 acres of property at 602 South Angel Street from A-1 (Light Agricultural) to R-1-14 (Single Family Residential) for BeBuilders, seconded by Council Member Hunt.

The vote on the motion was as follows:

Council Member Adams, yea
Council Member Hunt, yea
Council Member Jackson, yea
Council Member Oaks, yea
Council Member Blackham, yea

The motion passed unanimously.

Council Member Blackham made a motion to approve a Planned Residential Unit Development (PRUD) overlay zone for the property located at 602 South Angel Street for BeBuilders, with the condition that the number of lots on the property be limited to four.

Council Member Blackham commented that a PRUD overlay allows the applicant to have variations from city subdivision standards. Council Member Blackham said that the concept drawing presented to council tonight depicts a four-lot subdivision, and feels that this is what the applicant should be held to.

The motion failed for lack of a second.

Council Member Blackham stated that he is not against the applicant putting five homes on the property, but if the council were going to approve a PRUD overlay zone, he would prefer that it would limit the number of units to four because that is what is shown on the concept drawing.

Melinda Greenwood commented that if the council wants to limit the number of units on the property, it would need to be done through a development agreement with the applicant.

David Nielsen commented that it seems a misleading that the rezone request not be approved with the PRUD overlay, as it was presented for approval. Although the rezone was approved, without the approval of the PRUD overlay, the rezone approval will do them very little good. They need the PRUD overlay approval in order to have a private street and reduced setbacks. Mr. Nielsen said that they have made sacrifices and changes from their original rezone request to help make this project fit better into this neighborhood. The concept drawing shows the four lots because that is what we know we can fit on the property. Until they can work with a surveyor and engineer, they won't know if a fifth lot can fit onto the property. They have not done that yet because they did not want to spend the money until they received approval of the rezone and PRUD overlay.

Council Member Hunt made a motion to approve a Planned Residential Unit Development (PRUD) overlay zone at 602 South Angel Street for BeBuilders, seconded by Council Member Jackson.

Council Member Jackson said that the city is in need of more of these types of housing developments and we would be doing a disservice to restrict the applicant to only four units.

Council Member Hunt said that she has spoken to planners from other cities, and this type of PRUD development is standard. We do not require applicants to submit a surveyed subdivision plat with rezone requests.

David Nielsen commented that they are also working with FEMA to determine what if there are any flood zone requirements here that might affect how they will be able to build on the property.

Mayor Tran commented that the applicant came before us before with a much different plan and they have made the effort to be good neighbors and have changed their plans drastically. The applicant has done their due diligence and should not be limited on the number of units they can have outside of the regulations outlined for the R-1-14 zone.

Council Member Oaks commented that he would like to see the applicant be able to fit a fifth home on the property.

The vote on the motion was as follows:

Council Member Hunt, yea
Council Member Jackson, yea
Council Member Oaks, yea
Council Member Blackham, nay
Council Member Adams, yea

The motion passed with a vote of four to one.

A RESOLUTION AMENDING SECTION 3.16 OF THE KAYSVILLE CITY PERSONNEL RULES AND REGULATIONS REGARDING HOLIDAYS

Shayne Scott explained that the council had previously discussed this item, which was initially brought up because earlier this year the Utah Legislature passed a bill recognizing Juneteenth as a state holiday. Staff is proposing that the Kaysville City Personnel Rules and Regulations be amended to recognize all State of Utah holidays as paid holidays, as well as the Friday after Thanksgiving. This scenario means that the city offices would be closed on all holidays. In the council's previous discussion, it was suggested that city staff could be asked to decide if they have Juneteenth off in exchange for another city holiday. However, after some discussion, it was felt that asking each employee whether they wish to take Juneteenth off could be negatively misconstrued. Staff feels that Juneteenth is an important holiday to observe as a city. This proposed amendment would not cost the city any additional funds, and would benefit the city. The state and federal government have set a precedence and it is a good precedence for the city to follow.

Mayor Tran opened the public comment period for this item.

There were no comments or questions from the public for this item.

Council Member Blackham said that in reading the previous meeting's minutes where this was discussed, he believed that the majority of the council agreed that they did not want to add an additional holiday for city employees, and that Staff would survey city employees about this matter to find out their thoughts.

Shayne Scott said that this had been discussed with department heads on multiple occasions.

Council Member Jackson said he also read the minutes and while the council asked Staff to survey employees, there was not a firm consensus or decision stated by all of the council.

Shayne Scott commented that it is not often that the State adds another state holiday. The holiday prior to Juneteenth that was recognized by the state as a holiday was Martin Luther King, Jr. Day.

Council Member Oaks said that he feels that city employees do not need an additional holiday because days off can potentially affect productivity. However, he also feels that the city shouldn't be contrary to the state or federal government and it's important that the city recognize Juneteenth.

Mayor Tran said that we would be putting our employees in an awkward position to decide whether they choose to observe the holiday by taking Juneteenth off or not.

Council Member Adams made a motion to approve a Resolution amending Section 3.16 of the Kaysville City Personnel Rules and Regulations regarding Holidays, seconded by Council Member Hunt.

Council Member Blackham commented that he is not against the Juneteenth holiday. However, having the city office closed effects some private industries that work with the city. Employees already receive several PTO days and holidays as it is, and it is difficult to have to explain to the private businesses our justification for our employees having so many days off. Having more days off effects productivity.

Council Member Adams said that if the council feels that employees are receiving too many days off, then instead of considering the number of holidays the city offices are closed, the council might consider reducing the number of PTO days that are given to new employees.

Council Member Jackson said that a decision like that would significantly impact our employees and they need to be part such a conversation. Juneteenth is a holiday that deserves our respect as a city.

The vote on the motion was as follows:

Council Member Jackson, yea
Council Member Oaks, yea
Council Member Blackham, nay
Council Member Adams, yea
Council Member Hunt, yea

The motion passed with a vote of four to one.

COUNCIL MEMBER REPORTS

Council Member Hunt commented that she has been working with “Central Davis Communities that Care” who held a meeting this week. They are putting together working groups, and are excited to see what ideas come from them for drug prevention in our cities. Council Member Hunt added that the Planning Commission have two new recently appointed members, and have elected a new Chair and Vice-Chair for the year.

Council Member Blackham said that he has been a proponent trying to get an above or below grade crossing installed at the intersection of the new West Davis Corridor and 200 North. However, we are not seeing any willingness from UDOT to work with the city on this and are very disappointed. In the beginning, UDOT’s plans showed the above or below grade crossing, but at some point it was removed. The city requested that UDOT do a simple change order to put that crossing back in, but they would not work with us. At this point, we do not have many options and we should not waste Staff’s time on this effort anymore. Installing an above or below grade crossing now would cost the city seven million dollars, which the city does not have. We have monetary needs in other areas of the city that we should focus on. Everyone he has spoken to about this has said it is a good idea to create such a crossing, but it seems our requests have been ignored.

Mayor Tran thanked staff and council members who have worked on this matter.

CITY MANAGER REPORT

Shayne Scott said that an employee appreciation event was held today at the Davis Park Golf course that day and there have been many positive comments received from employees about the event.

ADJOURNMENT

Council Member Adams made a motion to adjourn the City Council meeting at 8:05 p.m., seconded by Council Member Oaks and passed unanimously.

DRAFT

KAYSVILLE CITY COUNCIL
August 18, 2022

Minutes of a regular Kaysville City Council meeting held on August 18, 2022 at 7:00 p.m. in the Council Chambers in Kaysville City Hall at 23 East Center Street, Kaysville, UT.

Council Members present: Mayor Tamara Tran, Council Member John Swan Adams, Council Member Mike Blackham, Council Member Abbigayle Hunt and Council Member Perry Oaks

Excused: Council Member Nate Jackson

Others Present: City Manager Shayne Scott, City Attorney Nic Mills, City Recorder Annemarie Plaizier, Community Development Director Melinda Greenwood, Information Systems Manager Ryan Judd, Fire Chief Paul Erickson, Public Works Director Josh Belnap, Human Resource Specialist Kim Bosworth, Public Works Administrative Assistant Amanda Cross, City Engineer Dexter Fisher, Public Works Water Crew Leader Nick Moss, Christopher Montgomery and family, Patrick McGee, Debra McGee, Dianne Stewart, Larry Montgomery, Will Walter, Jacie Johnson, Mark Lund, Kelly White, Cameron McKinnon, Aaron Shupe, Colton Alvey, Michael Hays, Tyler Reece, Daniel Udy, Bridger Adams, Greg Adams, Wenfei Yu

OPENING

Council Member Oaks opened the meeting with a thought and prayer, and led the audience in the pledge of allegiance.

CALL TO THE PUBLIC

Nothing was brought under this item.

PRESENTATIONS AND AWARDS

PRESENTATION TO CHRIS MONTGOMERY FOR RECEIVING HIS FIRE OFFICER I CERTIFICATION

Fire Chief Paul Erickson recognized Chris Montgomery for receiving his Fire Officer I certification.

PRESENTATION OF THE EMPLOYEE OF THE QUARTER

Public Works Director Josh Belnap said that the city has initiated a program that gives our employees the opportunity to nominate one of their peers for Employee of the Quarter. Public Works Administrative Assistant, Amanda Cross, was nominated by four of her coworkers for Employee of the Quarter. They describe her as someone who has excellent customer service skills, always positive and happy, willing to help anyone in any department with whatever she can as quickly as she can, and is a hard worker.

COMMUNITY DEVELOPMENT DEPARTMENT PRESENTATION

Community Development Director Melinda Greenwood presented a report of the Community Development Department for the previous year. Mrs. Greenwood explained that their department has seen a lot of turnover over the previous few years and are currently working to fill a building inspector position. With the FY 2023 budget, the council approved a full-time permit tech position, which was recently filled. The Community Development Department consists of business licensing, building, planning and zoning, and code enforcement. We currently do not have one specific employee dedicated to the code enforcement role. Over the last few years, we have seen the number of building permits issued increase, and we are continuing to see that increase this year. During the pandemic, building permit applications for remodels and renovations increased about twenty percent. Most of the building permits the city issues is for residential permits. The city saw a housing boom in 2006, but we now have more permits for renovations and remodels than we do for new residential construction. Our department licenses about a thousand businesses a year. We issue about the same number commercial businesses licenses as we do residential business licenses. There was a decrease in issued home occupation licenses in 2019 due to a legislative action that changed the regulations for minor home businesses. We will likely see a decrease in our food truck licenses as well because the legislation has made changes to food truck regulations. Our office also issues special event permits for events not held on city property. Over the last year, the Planning Commission has processed seventy-four items. This year they have reviewed twenty-eight. Code enforcement is a challenging aspect of our department because we are essentially being the mediator between neighbors that are upset with each other. It is a challenge because no matter which party we are speaking with, someone will be upset. Over the last couple of years, our code enforcement numbers have decreased. This is due to our part-time code enforcement officer quitting, and the funding for that position being reallocated to the full-time city engineer position. Most of the complaints received for code enforcement are received through the city website. Complaints are reviewed and verified by a staff member, who then works with the property owner to give them time to resolve the issue. Oftentimes, the complainant has a high expectation of what the city can do, and we cannot always resolve a complaint to meet their expectation.

DECLARATION OF ANY CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

Mayor Tran said that Consent Item “A” would need to be postponed until a later meeting.

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

- b. Bid Acceptance with GE Prolec for Schick and Burton Substation Transformers.
- c. Bid Acceptance with Cashman Equipment Company for Roueche Ponds Work.

The motion was seconded by Council Member Hunt.

The vote on the motion was as follows:

Council Member Oaks, yea

Council Member Blackham, yea
Council Member Adams, yea
Council Member Hunt, yea

The motion passed unanimously.

ACTION ITEMS

PRELIMINARY PLAT SUBDIVISION APPROVAL FOR MERIL ESTATES LOCATED AT 478 SOUTH MAIN STREET – MARK LUND AND KELLY WHITE

Community Development Director Melinda Greenwood explained that at their meeting on July 28, 2022, the Planning Commission recommended approval of the preliminary subdivision plat for Meril Estates Subdivision located at approximately 478 South Main Street. The proposed three-lot subdivision entails 0.56 acres of property, and lot sizes range from 8,001 square feet to 8,269 square feet. The proposed subdivision meets the requirements of the R-1-8 zone.

Mayor Tran opened the public comment period for this item.

Jacie Johnson commented that many of the neighbors could not attend tonight because there was a funeral, but the neighbors are still concerned about traffic and pedestrian safety at this intersection. The neighbors appreciate the council's support of the neighborhood at the previous meeting where the property was being considered for a rezone. However, there is still concern about these units becoming twin homes.

Will Walter said that he lives north of this property at 446 South Main Street, and this has been a long process for both the applicant and the neighbors. The neighbors are appreciative of the council members' efforts and attention with this project. We are hopeful that our neighborhood will continue to be respectful and accepting of whomever our new neighbors will be. This has been an exercise in civic education for us all and it is good when we feel that our voice is heard as citizens.

Wenfei Yu said that he lives to the west of this property and thanked the council and Mayor for their hard work for the city. What has been presented to the council fits within the regulations of the city code. However, they are still concerned about the ingress and egress being on 475 South because they live right by the property and that intersection is already difficult for traffic and pedestrians to navigate.

There were no further comments or questions from the public for this item.

Council Member Oaks made a motion to approve the Preliminary Plat for Meril Estates Subdivision located at 478 South Main Street for Mark Lund and Kelly White, seconded by Council Member Adams.

The vote on the motion was as follows:

Council Member Blackham, yea
Council Member Adams, yea
Council Member Hunt, yea
Council Member Oaks, yea

The motion passed unanimously.

ADOPTION OF THE 2022 GENERAL PLAN

Melinda Greenwood explained that at the July 7, 2022 City Council meeting, a work session was held which provided guidance on final edits to the 2022 General Plan. Staff has completed the edits as requested, and is now presenting the final version of the Plan for approval.

Mayor Tran opened the public comment period for this item.

There were no comments or questions from the public for this item.

Council Member Adams made a motion to adopt the 2022 General Plan, seconded by Council Member Oaks.

The vote on the motion was as follows:

Council Member Adams, yea
Council Member Hunt, yea
Council Member Oaks, yea
Council Member Blackham, yea

The motion passed unanimously.

Council Member Oaks commented that the council appreciates the work and effort that was put into this General Plan.

COUNCIL MEMBER REPORTS

Council Member Hunt commented that she was able to watch the Economic Development Corporation of Utah meeting held this week and found it interesting to learn about all of the different economic development options that cities have.

John Adams acknowledged Boy Scout Bridger Adams who was in attendance.

Mayor Tran mentioned that Shayne Scott and she were able to attend the UAMPS Conference, along with a few members of our Power Department. Also, the Youth City Council has been given the opportunity to participate in the “Scarecrow Walk” at the USU Botanical Center this year on behalf of the city.

CITY MANAGER REPORT

Shayne Scott commented that Consent Item “A” was postponed tonight because Staff had been given further information on outage management software and we want to do more research before bringing it before the council for approval. We are excited to be looking at opportunities to get information out to our residents regarding power outages and other similar type of alerts.

ADJOURNMENT

Council Member Adams made a motion to adjourn the City Council meeting at 7:40 p.m., seconded by Council Member Oaks and passed unanimously.

DRAFT

CITY COUNCIL STAFF REPORT

MEETING DATE: September 1, 2022

TYPE OF ITEM: Consent

SUBJECT/AGENDA TITLE: Authorization to purchase Outage Communication/Management System Software



EXECUTIVE SUMMARY:

Kaysville Power currently uses Apello answering service for after-hour trouble calls from the residents. It is a basic system, where the residents call Apello and they call our on-call crew member. We then respond to the given address with no further correspondence with the residents effected by the outage. Staff is proposing a new method which will advance our ability to respond to trouble calls, and interact with and inform the public. We are evaluating a computer program and apps through Milsoft Utility Solutions that are customizable to the needs and functionality of Kaysville Power. Enhancing our ability to communicate with the public, manage outages and monitor our system.

These apps will do the following:

- Unlimited simultaneous phone calls with customizable call flows.
- Automated and customizable notification text messaging/calling with all accounts associated with outages and scheduled outages.
- Less opportunity for human error.
- Increase the targeted communication between the city and the public with minimal long-term impact to employee resources.
- Allow quicker outage response and restoration of power.
- Provides staff with advanced technology analysis to locate faults and narrow down the cause of an outage.
- Increased capabilities for staff to monitor, examine, and inventory all components of the power grid city wide.

The city is currently being billed approximately \$6,300 to \$6,800 per year for the Power Departments service with Apello. An app of this nature would replace the answering service in addition to working in sync with an advanced outage management system. An app with these capabilities will have a maximum initial cost of \$145,000 with an annual service fee of \$62,000. The current contract is for 5 years. Kaysville power plans to negotiate in hopes to entertain a 1 year trial period to test the product. Kaysville Power will also evaluate if there are features of this program that can be implemented on our own, to potentially lower the annual costs. We have collaborated with other power departments and feel this is a competitive price for the benefits, capabilities and advancements in technology of this nature.

Although this specific item was not something of which staff was aware during the FY23 budget process and therefore was not spelled out specifically as part of the budget, Power Funds are available for this purchase and this type of communication software is something staff has been looking at for some time.

City Council Options: Approve/Table

Recommended Option: Approve

Fiscal Impact & Fund Source for Recommended Action: Professional Answering Service Funds/Power Funds

**Schedule A**

Quote Number:	51573
Date Created:	08-17-2022
Account Manager:	Bart Brockway
E-mail:	Bart.Brockway@Milsoft.com
Phone:	(800) 344-5647
Valid Until:	11-17-2022

Bill To

Ryan Judd
Kaysville, City of
23 E Center
Kaysville, UT, 84037-1900
USA

Outage Management

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	DisSPatch® Site License DisSPatch® Site License and a Milsoft DisSPatch® Test System. Includes one (1) OMS System Verification. Milsoft Support applicable - see Terms & Conditions.	\$53,000.00	\$53,000.00
1.00	Milsoft Customer Outage Alerts Provides Email, Text and Voice Notifications to external Customers (configurable via outage criteria from Milsoft DisSPatch®). Two (2) hours of Web Training included, w/option to purchase additional training at hourly rates. Milsoft Support applicable - see Terms & Conditions. Requires Milsoft Texting integration.	\$5,250.00	\$5,250.00
1.00	Milsoft Personnel Notification MPN provides configurable Email, Text and Voice Notifications to personnel. Two (2) hours of Web Training included, w/option to purchase additional training at hourly rates. Milsoft Support applicable - see Terms & Conditions. Requires Milsoft Texting integration.	\$5,250.00	\$5,250.00
Subtotal:			\$63,500.00
Total:			\$63,500.00

Milsoft Subscription Services

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	Hosted IVR Monthly Subscription Monthly supported Subscription for dedicated IVR system. Contract term is five (5) years. Call charges billed at \$0.05 per minute.	\$2,100.00	\$2,100.00
1.00	FieldSyte Monthly Subscription FieldSyte Viewer Includes: Up to 50 Users, Milsoft Model Data, Open Street Map Background, Manual Fault Locate, RC Notes, Tracing, Sketch, Measure, Navigation, User Device Locations, Location Services, External GPS Integration OMS Options Included: Two Way Outage Tickets, ETOR Set/Edit, Crew Assign/Unassign, Verify, Restore, Cause Code Set/Edit. Five (5) year initial contract term. Milsoft support program is included in the subscription pricing.	\$1,000.00	\$1,000.00
1.00	Milsoft Visual Analytics Monthly Subscription Monthly subscription for Five (5) licenses of Milsoft Visual Analytics Dashboards, powered by Tableau. The Customer purchase includes all Milsoft system-created dashboards available for the Customer's Milsoft application(s). Additional dashboard requests for development are charged an hourly rate and require an SOW. Milsoft Support applicable - see Terms and Conditions. 5 - year contract term.	\$569.00	\$569.00
Subtotal:			\$3,669.00
Total:			\$3,669.00

Services

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	Database Conversion A database conversion process. Includes a customer migration application. Milsoft Support applicable.	\$26,300.00	\$26,300.00
1.00	IVR Hosted System Setup and configuration for a dedicated hosted IVR system to include Caller ID, Second Language, Text-to-Speech, Voice Recognition, Milsoft Outage Call Handling, and Milsoft TeleLink Suite. Training included.	\$16,000.00	\$16,000.00
1.00	Integration Configuration A Milsoft integration configured for MultiSpeak compatible products. Milsoft Support applicable.	\$10,000.00	\$10,000.00
		Subtotal:	\$52,300.00
		Total:	\$52,300.00

Training

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	Initial OMS Setup / Training Includes: three (3) days of initial on-site OMS training, software installation and configuration, and all travel-related expenses. Recommended, but not included: two (2) days of follow-up training, 90-180 days after implementation. Milsoft Support not applicable.	\$15,000.00	\$15,000.00
1.00	Training OMS 3 Days Onsite: Follow-up Three (3) days of onsite OMS training and all related travel expenses. Curriculum chosen by Customer. If needed, a DisSPatch Test System will be supplied for six (6) months at no charge.	\$10,000.00	\$10,000.00
		Subtotal:	\$25,000.00
		Total:	\$25,000.00

Grand Total

Subtotal:	\$144,469.00
Total:	\$144,469.00

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable, or as an Addendum to Customer/Client's current contract(s) with Milsoft.

Terms & Conditions - DisSPatch® Site License

Payment Terms

- Payment due upon receipt of invoice
- 75% invoiced upon quote acceptance
- 25% invoiced upon installation or (120) days after quote acceptance, whichever occurs first
- Payment must be in USD

Price Exclusions

- Hardware
- Microsoft® SQL Server™
- Costs incurred as a result of Customer requested changes
- Custom Reports
- Support Program
 - o Annual support at the rate of 20% of the full list price
 - o Support invoiced separately upon completed installation
- Initial Training or Configuration
- Any pre-installation site visit expenses

Terms & Conditions –Milsoft Personnel Notifications, Customer Outage Alerts™

Payment Terms

- Payment due upon receipt of invoice
- 100% invoiced upon quote acceptance
- Payment must be in USD

Price Exclusion

- Gateway Provider sold separately (by 3rd Party)
- Milsoft IVR and/or DisSPatch sold separately (by Milsoft)
- Support Program
 - o Annual support at the rate of 20% of the retail price
 - o Annual support invoiced separately upon install

Terms & Conditions - Milsoft Analytics – Subscription

Payment Terms

- Payment due upon receipt of invoice
- Subscription invoiced monthly
- Payment must be made in USD

Subscription Terms

- Five (5) licenses of Milsoft Analytics Dashboards powered by Tableau
- Includes all Milsoft system-created dashboards available for the Customers existing Milsoft application(s) now in use. Additional dashboards development will be available under separate quotation, SOW required.
- Subscription begins upon installation
- Five (5) year initial term
- Automatic (1) year renewals after initial term, unless/until canceled in writing by notice given 60 days prior to license expiration
- Support included.

Terms & Conditions – FieldSyte™ System, powered by RC MapEngine™ - Subscription

Subscription Term

- Five (5) year initial term, unless otherwise specified on the face of this Quote; commencing upon installation.
- Automatic (1) year renewals after initial term, unless/until canceled in writing by notice given before the next contract year; renewal pricing may be subject to change.

Payment Terms

- Payment due in USD upon receipt of invoice.
- Configuration & Setup and first month covered by initial invoice.
- Subscription fees invoiced monthly at quoted rates, in advance.

Price Inclusion

- Initial Setup and Testing.
- Subscription includes Support Program.

Price Exclusion

- Underlying Milsoft® system required; sold or subscribed separately.

IMPORTANT! Customer's Hardware and Operating System (OS) Requirements

Customer, before signing below, please check online to ensure that you have current compatibility and the latest recommendations for optimum functionality of this and all Milsoft® software with your computers and devices, through the following link to our sharefile: <https://www.mylsoft.com/resources/hardware-requirements>

Terms and Conditions - Interactive Voice Response - Hosted System

Payment Terms

- Payment due upon receipt of invoice
- 100% of Hosted System Setup invoiced upon quote acceptance

Price Inclusion

- Support Program

Price Exclusion

- Fee (\$10,000) to audit and gain compliance for a non-approved payment gateway

Subscription Terms

- Five (5) year initial term, invoiced monthly
- Automatic (1) year renewals after initial term, unless/until canceled in writing by notice given before the next contract year, renewal pricing may be subject to change
- Call Charges billed monthly at \$0.05 per minute

Terms & Conditions - Database Conversion

Payment Terms

- Payment due upon receipt of invoice
- 75% invoiced after quote acceptance
- 25% invoiced upon delivery of final conversion
- Payment must be in USD

Price Exclusions

- Hardware
- Microsoft® SQL Server™
- Support Program
 - o Annual support at the rate of 20% of the full retail price
 - o Support invoiced separately upon install

Terms & Conditions - Integration Configuration

Payment Terms

- Payment due upon receipt of invoice
- 75% invoiced after quote acceptance
- 25% invoiced upon delivery of final conversion
- Payment must be in USD

Price Exclusions

- Hardware
- Support Program
 - o Annual support at the rate of 20% of the full list price
 - o Support invoiced separately upon completed installation

Terms & Conditions - Training (Initial, Follow-Up)

Payment Terms:

- Payment due upon receipt of invoice
- Payment must be made in USD
- 75% invoiced upon quote acceptance
- 25% invoiced upon training completion or one year from signed quote

Price Exclusion

- Costs incurred as a result of Customer requested changes

Account Name: _____

Accepted By: _____

Printed Name: _____

Date: _____

PO# (if applicable): _____

CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: September 1, 2022

TYPE OF ITEM: Work

SUBJECT/AGENDA TITLE: Kaysville and Farmington Connector Road Interlocal Agreement

EXECUTIVE SUMMARY:

In 2017, City Staff began working with Farmington Staff on the “Connector Road” project, as a means to help better direct traffic onto and off of the West Davis Corridor. Together the Cities have worked on design and coordination for the project, as well as successfully obtaining over \$13.5 million dollars in funding.

The project is currently out for bid, and Farmington and Kaysville Staff have worked together to determine how to officially manage the project, including disbursing its funds. The conclusion of these discussions has been that Kaysville will act as the official administrator of this project, while both Cities will still be involved in all decisions and payments.

We have attached a draft of an Agreement that we’d like Council’s input and feedback on.

Council Options: 1) Move to Action, 2) Move to Action with suggested changes, 3) Table

Recommended Options: Move to Action

Fiscal Impact & Fund Source for Recommended Action: Project Funds

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the “Agreement”) is entered into by and between **FARMINGTON CITY**, a municipal corporation of the State of Utah (“Farmington”) and **KAYSVILLE CITY**, a municipal corporation of the State of Utah (“Kaysville”). Farmington and Kaysville may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. Farmington and Kaysville are public agencies as defined by the Utah Interlocal Cooperation Act *Utah Code Ann.*, Section 11-13-101 et seq. (the “Interlocal Act”) and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a city to share its tax and other revenues with other cities.

B. During the 2018 General Session, the State Legislature passed SB 136 which amended Section 59-12-2219 of the Revenue and Taxation Code, *Utah Code Ann.* §§ 59-12-101 et seq., to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes.

C. The Davis County Commission has imposed the .25% increase in the County sales tax. Davis County has determined that the joint project to build the contemplated street improvements will be a regional benefit and has committed to provide a reimbursement of 70%, up to \$101,255 for the Project, with any expenditures exceeding the \$101,255 coming from the Cities.

D. Farmington and Kaysville previously submitted a joint grant application for Federal Surface Transportation Funding (“STP”) to the Wasatch Front Regional Council (“WFRC”) seeking an allocation from that fund, for the improvement of 950 North Street from the West Davis Corridor right of way to the Denver and Rio Grande Western trail, Sunset Drive from 950 North to the intersection of Sunset Drive and Shepard Lane and Angel Street from the south end of the currently existing street to the intersection of Sunset Drive and Shepherd Lane (the “Project”). Based on the joint grant application, the Parties were awarded a grant in the amount of \$4.3 million from WFRC, although the actual amount will be lower due to the process of de-federalizing and swapping funds with UDOT.

E. The Utah State Legislature, during the 2019 General Session, allocated \$6 million dollars in State Transportation Funding for the construction of the project. Farmington has been administering these funds to cover design and coordination costs. These funds will be transferred to Kaysville, and shall continue to be used for the construction of the Project.

F. In June of 2020, Kaysville City submitted an application for 3rd Quarter Funding to Davis County requesting \$4.2 million dollars for the construction of this project. This was ultimately approved for the amount requested.

G. Farmington and Kaysville now desire to enter into this Agreement to provide for the construction of the Project, with the Project to be administered by Kaysville but jointly funded by the Parties from the above-referenced grants, for the regional benefit of the citizens of Davis County and, specifically, for the residents of Farmington and Kaysville. Although Kaysville will act as the administrator, Kaysville and Farmington have, and will continue to work closely together throughout the duration of the project construction.

AGREEMENT

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

Section 1. Project Design Administration. The Parties agree that Kaysville shall act as the primary Project Administrator for the design Project. Kaysville shall officially contract with the contractor(s) for the construction of the necessary roadway improvements. Kaysville and Farmington shall work together on design and construction as well as the approval of any procurement related documents for the Project and in the selection of contractors for the design and/or construction of the Project. Neither party's approvals shall be unreasonably withheld, conditioned or delayed. Notwithstanding the Parties agreement that Kaysville shall act as the Project Administrator for the construction of the Project, the Parties agree that all costs relating to the Project shall be shared equally. The Parties further acknowledge that the STP funds require a "local match" of 14.75%, totaling approximately \$291,175.60, which will be shared proportionately; each party's proportionate share being based on the percentage of improvement cost located in each City's boundary to the total Project cost. It is anticipated that "local match" requirements for County funds and WFRC funds will be satisfied by the use of the funds from the State Legislature.

Section 2. Invoices. Kaysville shall send all applications for payment from the Contractor related to the Project to Farmington for review. Provisions of this Agreement relating to invoices for the work are set forth in Section 7, below. Any disputes regarding invoices shall be handled by the joint administrators of this Agreement appointed by the Parties.

Section 3. Time for Performance. Parties acknowledge that \$101,255 reimbursement from Davis County transportation funds has a termination date of December 31, 2024, plus applicable extension periods. The Parties acknowledge that time is of the essence and the Parties agree to use their best efforts to assure the Project is completed within the funding time established for receipt of funds from all the funding sources.

Section 4. Representations and Warranties.

6.1 Parties' Representations and Warranties. The Parties hereby represent, covenant, and warrant to each other as follows:

(a) Use of County Funds. Any County Funds disbursed to Kaysville will be used: (1) solely to reimburse costs actually incurred by Kaysville or Farmington for the Project; and (2) in accordance with applicable federal, state and local laws, rules and regulations. Kaysville shall be responsible to assure that the approved design and construction elements are consistent with and in compliance with the terms of the Interlocal Agreement between Kaysville and the County.

(b) Use of Federal Surface Transportation Funds. Any Federal Surface Transportation Funds disbursed to Kaysville for the Project shall be used ~~by Farmington~~ solely for the Project and shall be utilized in a manner which is consistent and in compliance with all the terms and conditions of the awarded grant and consistent with the joint grant application submitted by the Parties.

(c) Use of State Funds. Any state funds committed to the Project shall be administered and used solely for the project as contemplated herein.

(d) Effect of Invoice. Each invoice from Kaysville shall constitute a representation and warranty that the information set forth in such invoice is true and correct.

Section 5. Payments.

7.1 Conditions for Payment of Invoices. Kaysville will not be obligated to pay any invoices to Farmington to cover costs unless and until the following conditions have been satisfied:

(a) Documents to be Furnished for Each Payment. Farmington has furnished to Kaysville, for each and every invoice: (1) proof of payment by Farmington for the work for which it is seeking reimbursement from Kaysville pursuant to the invoice, or, (2) in the event the invoice seeks payment in advance for anticipated costs or partial work, sufficient information to demonstrate that advance payment is warranted or required by the relevant contract for design or construction.

(b) Completion of Project Element. Farmington has completed or caused to be completed the Project element or elements to which the invoice relates or has provided a reasonable statement of the percentage of completion of work for the Project element which appropriately coincides with work completed.

(c) No Event of Default. No Event of Default, as set forth in Section 9, below, has occurred and is continuing beyond any applicable cure period.

(d) Warranties and Representations True. All warranties and representations made by Farmington in this Agreement have remained true and correct and all warranties and representations made by Farmington in the invoice are true and correct.

7.2 Invoices.

(a) In General. Farmington agrees to respond in a timely manner to any reasonable requests made by Kaysville for additional information relating to any invoice. Farmington shall submit an invoice to Kaysville no more frequently than once every thirty (30) days.

(b) Amount of Invoice. Subject to compliance with the terms and conditions of this Agreement, Kaysville shall pay to Farmington the amount requested by Farmington in an invoice. However, if Kaysville determines that Farmington has not complied with any term or condition set forth in this Agreement or determines that Farmington's invoice is deficient in any respect, Kaysville may, in its sole discretion, decline to make a payment, or may make a partial payment based on the extent to which Farmington has complied with the terms and conditions set forth in this Agreement.

(c) Payment of Invoice. Kaysville shall, within thirty (30) days after receiving an invoice from Farmington, either pay to Farmington the amount requested by Farmington or provide a written notice to Farmington setting forth the reasons for non-payment or partial-payment.

(d) Disclaimer of Liability. Kaysville will not be responsible in any manner to Farmington or any third-party for the quality, design, construction, structural integrity, or health or safety features of the Project, notwithstanding Kaysville's review and approval of Farmington's invoices or any other information submitted to Kaysville under this Agreement.

Section 6. Covenants and Agreements.

8.1 Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and the applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable Law.

(b) Indemnification. Farmington agrees to indemnify, hold harmless, and defend Kaysville, *its* officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) Farmington's breach of this Agreement; (ii) any acts or omissions of or by Farmington, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; and/or (iii) breach of any condition of receipt for the Federal Surface Transportation grant funds. Farmington agrees that its duty to defend and indemnify Kaysville under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against Kaysville for the

defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of Kaysville. Farmington further agrees that its indemnification obligations in this Section 8.1(b) will survive the expiration or termination of this Agreement.

(c) Indemnification. Kaysville agrees to indemnify, hold harmless, and defend Farmington, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) Kaysville's breach of this Agreement; (ii) any acts or omissions of or by Kaysville, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; and/or (iii) breach of any condition of receipt for the Federal Surface Transportation grant funds. Kaysville agrees that its duty to defend and indemnify Farmington under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against Farmington for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of Farmington. Kaysville further agrees that its indemnification obligations in this Section 8.1(c) will survive the expiration or termination of this Agreement.

8.2 Recordkeeping. Farmington agrees to maintain its books and records in such a way that any funds received from Kaysville will be shown separately on Farmington's books. Farmington shall maintain records adequate to identify the use of the funds received from Kaysville for the purposes specified in this Agreement. Upon request of Kaysville, Farmington shall make its books and records related to the Project available to Kaysville at reasonable times.

8.3 Assignment and Transfer of County Transportation Funds. Farmington shall not assign or transfer its obligations under this Agreement nor its rights to the grant funds received under this Agreement without prior written consent from Kaysville. Farmington shall use the funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

Section 7. Defaults and Remedies.

9.1 Event of Default. Failure of either Party to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the breaching Party on or before the expiration of a sixty (60) day period (or, if the non-defaulting Party approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the non-defaulting Party's written notice to the defaulting Party of the occurrence thereof shall constitute an Event of Default.

9.2 Remedies in the Event of Default. Upon the occurrence of any Event of Default, the non-defaulting Party may, in its sole discretion, and in addition to all other remedies conferred upon the non-defaulting Party by law or equity or other provisions of this Agreement,

pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other.

- (a) Withhold further payment of funds; and/or
- (b) Reduce the amount of any future payment of funds by the amount incurred by the non-defaulting Party to cure such default; and/or
- (c) Terminate this Agreement.

Section 8. Miscellaneous

10.1 Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.
- (c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- (e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the Farmington Mayor and the Kaysville Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.
- (f) No real or personal property shall be acquired jointly by the Parties as a result of this agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.
- (g) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.
- (h) Voting of the Farmington Mayor and the Kaysville Mayor shall be based

on one vote per Party.

(i) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

(j) The powers of the joint board are those described in this Agreement.

10.2 Term of Agreement. This Agreement shall take effect immediately upon the completion of the following (a) the approval of the Agreement by the governing bodies of Farmington and Kaysville, including the adoption of any necessary resolutions or ordinances by Farmington and Kaysville authorizing the execution of this Agreement by the appropriate person or persons for Farmington and Kaysville, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon final acceptance of the completed improvements and the expiration of any contractual warranties of the Contractor. Grant funds remaining after completion of the Project may be utilized by Farmington or Kaysville respectively for any qualifying purpose.

10.3 Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. “Event of Force Majeure” means an event beyond the control of Farmington or Kaysville that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, either party may terminate this Agreement without liability or penalty, effective upon written notice to the other party.

10.4 Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows (or to such other address that may be designated by the receiving party from time to time)

If to Farmington: Farmington City, City Manager
160 S. Main
Farmington, UT 84025

With a copy to: Todd J. Godfrey
Hayes Godfrey Bell, PC
2118 East 3900 South. Suite
300 Holladay, UT 84124

If to Kaysville:

Kaysville City, City Manager
23 East Center Street
Kaysville, Utah 84037

With a copy to:

10.5 Ethical Standards. The Parties each represent that they have not (a) provided an illegal gift in connection with this Agreement to any officer or employee of the other party, or former officer or employee of the other party, or to any relative or business entity of an officer or employee of the other party, or relative or business entity of a former officer or employee of the other party; (b) retained any person to solicit or secure this Agreement 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 in connection with this Agreement set forth in State law or its own ordinances; or (d) knowingly influenced, and hereby promise that they will not knowingly influence, in connection with this Agreement, any officer or employee or former officer or employee of the other party to breach any of the ethical standards set forth in State law or their own ordinances.

10.6 Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

10.7 Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

10.8 Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Davis, State of Utah.

10.9 No Obligations to Third Parties. The Parties agree that Farmington's obligations under this Agreement are solely to Kaysville and that Kaysville's obligations under this Agreement are solely to Farmington. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

10.10 Agency. No officer, employee, or agent of Farmington or Kaysville is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. Farmington and Kaysville will each be solely and entirely responsible for its acts and for the acts of its officers, employees or agents during the performance of this Agreement.

10.11 No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

10.12 Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

10.13 Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

ATTEST:

CITY OF FARMINGTON
a Utah municipal corporation

By: _____
DeAnn Carlile, City Recorder

By: _____
Brett Anderson, Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of September, 2022, Brett Anderson, the Mayor of Farmington City, personally appeared before me and duly acknowledged to me that he executed the same on behalf of the City.

Notary Public

My commission expires:

Residing at:

ATTEST:

KAYSVILLE CITY
a Utah municipal corporation

By: _____
Annemarie Plaizier, City Recorder

By: _____
Tamara Tran, Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of September, 2022, the Mayor of Kaysville City, personally appeared before me and duly acknowledged to me that she executed the same on behalf of the City.

Notary Public

My commission expires:

Residing at:

CITY COUNCIL STAFF REPORT



MEETING DATE: September 1, 2022

TYPE OF ITEM: Work

PRESENTED BY: Dexter Fisher, City Engineer

SUBJECT/AGENDA TITLE: An Ordinance Updating Kaysville City Code 8-5, "Flood Damage Prevention"

EXECUTIVE SUMMARY:

The Federal Emergency Management Agency ("FEMA") recently made changes to the floodplain maps throughout the State, which will be adopted on September 15, 2022. This update in the ordinance would adopt those new maps while updating sections of the code to make Kaysville City compliant with all FEMA requirements for floodplain management.

Staff is seeking direction on any final edits to the plan so it can be presented for adoption.

City Council Options:

Discussion of the Flood Damage Prevention Ordinance Update.

Recommended Option:

Staff recommends that the City Council provide direction on final changes to staff and move the Flood Damage Prevention Ordinance Update item to the action agenda for adoption.

Fiscal Impact:

N/A

Attachments:

1. Draft Ordinance for Kaysville City Code 8-5, "Flood Damage Prevention"

ORDINANCE ~~XX-XX-XX~~

AN ORDINANCE AMENDING AND ENACTING TITLE 8, CHAPTER 5, REGARDING FLOOD DAMAGE PREVENTION; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The Federal Emergency Management Agency (“FEMA”) recently made changes to the flood plain maps throughout the state; and

WHEREAS, Kaysville City desires to adopt those updated flood plain maps; and

WHEREAS, Kaysville City desires to amend and update its code regarding flood damage prevention to conform with these changes by FEMA and recommendations by the State of Utah; and

WHEREAS, the City Council of Kaysville City finds it to be in the best interest of its citizens to amend and enact this section of the City Code.

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

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

SECTION II: Enactment. Title 8, Chapter 5, shall be amended and enacted to read as follows:

Chapter 5 Flood Damage Prevention

8-5-1 Statutory Authorization

The Legislature of the State of Utah has in Utah Code Unannotated 10-3-701 delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore the City Council of Kaysville City does or has delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, does ordain as follows:

8-5-~~1~~2 Findings Of Fact

1. The flood hazard areas of Kaysville City are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
2. These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard

areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

8-5-23 Statement Of Purpose

It is the purpose of this Chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly flood control projects;
3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;
5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
6. Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas: and
7. Insure that potential buyers are notified that property is in a flood area.

8-5-34 Methods Of Reducing Flood Losses

In order to accomplish its purposes, this Chapter uses the following methods:

1. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood. or cause excessive increases in flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains. stream channels, and natural protective barriers. which are involved in the accommodation of flood waters;
4. Control filling, grading, dredging and other development which may increase flood damage;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

8-5-45 Definitions

Unless specifically defined below, words or phrases used in this Chapter shall be interpreted to give them the meaning they have in common usage and to give this Chapter its most reasonable application.

Alluvial Fan Flooding - Flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex - A point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant Structure - A structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of Future Conditions Flood Hazard - The land area that would be inundated by the 1-percent-annual chance (100 year) flood based on future conditions hydrology.

Area of Shallow Flooding - A designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard - The land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, AI-30, AE, A99, AR, AR/AI-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

Base Flood - The flood having a 1 percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) – The water surface elevation of the 1-percent-annual-chance flood event. It is the height in relation to mean sea level expected to be reached by the waters of the base flood at pertinent points in the floodplains of coastal and riverine areas. It is also the elevation shown on the FIRM and found in the accompanying Flood Insurance Study (FIS) for Zone, A, AE, AH, AI-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1 –percent chance of equaling or exceeding that level in any given year.

Basement - Any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway Wall - A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Critical Feature - An integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development - Any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated Building - For insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing Construction - For the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMS effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing Manufactured Home Park or Subdivision - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision - The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding - A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Elevation Study - An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood Insurance Rate Map (FIRM) - An official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) - See Flood Elevation Study.

Floodplain or Floodprone Area - Any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodplain Management - The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain Management Regulations - Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood Protection System - Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood Proofing - Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway - See Regulatory Floodway.

Functionally Dependent Use - A use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest Adjacent Grade - The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure - Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which has been approved by the Secretary of the Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of the Interior or;
 2. Directly by the Secretary of the Interior in states without approved programs.

Levee - A man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System - A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest Floor - The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of section 60.3 of the National Flood Insurance Program regulations.

Manufactured Home - A structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured Home Park or Subdivision - A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean Sea Level - For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

New Construction - For the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Primary Frontal Dune - A continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Recreational Vehicle - A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projections, designed to be self-propelled or permanently towable by a light duty truck, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Floodway - The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine - Relating to, formed by, or resembling a river (including tributaries), stream, brook. etc.

Sand Dunes - Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special Flood Hazard Area - See Area of Special Flood Hazard.

Start of Construction - (For other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)). includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure - For floodplain management purposes. a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial Damage - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement - Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or;
2. Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designated as a "historic structure."

Variance - A grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

Violation - The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5),(c)(4),(c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water Surface Elevation - The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

8-5-~~5~~6 Lands To Which This Chapter Applies

The ordinance shall apply to all areas of special flood hazard within the jurisdiction of Kaysville City.

8-5-~~6~~7 Basis For Establishing The Areas Of Special Flood Hazard

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Davis County, Utah" dated September 15, 2022, with accompanying Flood Insurance Rate Maps and/or Floor Boundary-Floodway Maps (FIRM and/or FBFM) dated September 15, 2022 and any revisions thereto are hereby adopted by reference and declared to be a part of this Chapter.

8-5-~~7~~8 Establishment Of Development Permit

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this Chapter.

8-5-~~8~~9 Compliance

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this Chapter and other applicable regulations.

8-5-~~9~~10 Abrogation And Greater Restrictions

This Chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

8-5-~~10~~11 Interpretation

In the interpretation and application of this Chapter, all provisions shall be considered as minimum requirements, liberally construed in favor of the governing body, and deemed neither to limit nor repeal any other powers granted under State statutes.

8-5-~~11~~12 Warning And Disclaimer Of Liability

The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Chapter shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this Chapter or any administrative decision lawfully made hereunder.

8-5-~~12~~13 Designation Of The Floodplain Administrator

The City Engineer is hereby appointed the Floodplain Administrator to administer and implement the provisions of this Chapter and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

8-5-~~13~~14 Duties And Responsibilities Of The Floodplain Administrator

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of this Chapter.
2. Review permit application to determine whether the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
3. Review, approve or deny all applications for development permits required by adoption of this Chapter.
4. Review permits for proposed development from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
5. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
6. Maintain the flood carrying capacity within the altered or relocated portion of any watercourse.
7. When base flood elevation data has not been provided in accordance with KCC 8-5-6, the Floodplain Administrator shall obtain, review and reasonably use any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of KCC 8-5-16 through KCC 8-5-21.
8. When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements. or other development (including fill) shall be permitted within Zones AI-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development. when combined with all other existing and anticipated development. will not increase the water surface elevation of the base flood more than one foot at any point within the community.
9. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones AI-30, AE,

AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community first completes all of the provisions required by Section 65.12.

10. Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is Utah Division of Emergency Management, State Floodplain Manager, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

8-5-~~14~~15 Permit Procedures

1. Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
 1. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 2. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 3. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of KCC 8-5-18~~7~~(2);
 4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;
 5. Maintain a record of all such information in accordance with KCC 8-5-14~~3~~(1).
2. Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this Chapter and the following relevant factors:
 1. The danger to life and property due to flooding or erosion damage;
 2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 3. The danger that materials may be swept onto other lands to the injury of others;
 4. The compatibility of the proposed use with existing and anticipated development;
 5. The safety of access to the property in times of flood for ordinary and emergency vehicles;

6. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
7. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
8. The necessity to the facility of a waterfront location, where applicable;
9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

8-5-1516 Variance Procedures

1. The Planning Commission shall hear and render judgment on requests for variances from the requirements of this Chapter.
2. The Planning Commission shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this Chapter.
3. Any person or persons aggrieved by the decision of the Planning Commission may appeal such decision to the Administrative Law Judge.
4. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this Chapter.
6. Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in KCC 8-5-154(2) have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.
7. Upon consideration of the factors noted above and the intent of this Chapter, the Planning Commission may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Chapter.
8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

10. Prerequisites for granting variances:

1. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 2. Variances shall only be issued upon showing a good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship to the applicant, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 3. Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest flood elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest flood elevation.
11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria outlined in KCC 8-5-15(1) through (9) are met and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

8-5-1617 General Standards For Flood Hazard Reduction

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

7. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

8-5-1718 Specific Standards For Flood Hazard Reduction

In all areas of special flood hazards where base flood elevation data has been provided as set forth in KCC 8-5-76, KCC 8-5-1413(8) or KCC 8-5-1918(3), the following provisions are required:

1. **Residential Construction.** New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to ~~or above~~ one foot (1') above the base flood elevation. Higher standards for freeboard (i.e. greater than 1 foot) may also be required subject to the adopted State of Utah Building Codes and other applicable standards. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in KCC 8-5-1514(1)(a), is satisfied.
2. **Nonresidential Construction.** New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to one foot (1') above the base flood elevation ~~elevated to or above the base flood level~~ or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Higher standards for freeboard (i.e. greater than 1 foot) may also be required subject to the adopted State of Utah Building Codes and other applicable standards. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction. and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.
3. **Enclosures.** New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 1. A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 2. The bottom of all openings shall be no higher than 1 foot above grade.

3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

4. **Manufactured Homes**

1. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
2. Require that manufactured homes that are placed or substantially improved within Zones AI-30, AR and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. Higher standards for freeboard (i.e. greater than 1 foot) may also be required subject to the adopted State of Utah Building Codes and other applicable standards.
3. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones AI-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:
 1. The lowest floor of the manufactured home is at or above the base flood elevation, or
 2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 3. Higher standards for freeboard (i.e. greater than 1 foot) may also be required subject to the adopted State of Utah Building Codes and other applicable standards
5. **Recreational Vehicles.** Require that recreational vehicles placed on sites within Zones AI-30, AH, and AE on the community's FIRM either be on the site for fewer than 180 consecutive days, or be fully licensed and ready for highway use, or meet the permit requirements of KCC 8-5-1514(1), and the elevation and anchoring requirements for

"manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

8-5-1819 Standards For Subdivision Proposals

1. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with KCC 8-5-21, KCC 8-5-32 and KCC 8-5-43.
2. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of KCC 8-5-87 and KCC 8-5-1514, and the provisions of KCC 8-5-1716 through KCC 8-5-2221.
3. Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which are greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to KCC 8-5-76 or KCC 8-5-1413(8).
4. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
5. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

8-5-1920 Standards For Areas Of Shallow Flooding (AO/AH Zones)

Located within the areas of special flood hazard, established in KCC 8-5-76, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to one foot (1') above the base flood elevation ~~elevated to or above the base flood elevation~~ or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified). Higher standards for freeboard (i.e. greater than 1 foot) may also be required subject to the adopted State of Utah Building Codes and other applicable standards.
2. All new construction and substantial improvements of nonresidential structures;
 1. have the lowest floor (including basement) elevated to one foot (1') above the base flood elevation ~~or above the base flood elevation~~ or the highest adjacent grade at

least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or

2. together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads or effects of buoyancy.
3. Higher standards for freeboard (i.e. greater than 1 foot) may also be required subject to the adopted State of Utah Building Codes and other applicable standards.
3. A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in KCC 8-5-15~~14~~ are satisfied.
4. Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

8-5-~~20~~21 Floodways

Located within areas of special flood hazard established in KCC 8-5-7~~6~~, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which call) debris, potential projectiles and erosion potential, the following provisions shall apply:

1. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
2. If subsection (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of KCC 8-5-17~~16~~ through KCC 8-5-22~~21~~.
3. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.

8-5-~~21~~22 Coastal High Hazard Areas

Located within the areas of special flood hazard established in KCC 8-5-7~~6~~, are areas designated as Coastal High Hazard Areas (Zones V1-30, VE, and/or V). These areas have special flood hazards associated with high velocity waters from tidal surges and hurricane wave wash; therefore, in addition to meeting all provisions outlined in this Chapter, the following provisions must also apply:

1. Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures, and whether or not such structures contain a basement. The Floodplain Administrator shall maintain a record of all such information.
2. All new construction shall be located landward of the reach of mean high tide.
3. All new construction and substantial improvements shall be elevated on pilings and columns so that:
 1. the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood level;
 2. the pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of (3)(a) and (b) of this Section.
4. Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.

For the purpose of this Section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certifies that the design proposed meet the following conditions:

1. breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards. Such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.
5. Prohibit the use of fill for structural support of building.

6. Prohibit man-made alteration of sand dunes and mangrove stands that increase potential flood damage.
7. **Manufactured Homes.** Require that manufactured homes placed or substantially improved within Zone V1-30, V and VE on the community's FIRM on sites outside of a manufactured home park or subdivision. in a new manufactured home park or subdivision. in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, meet the standards of paragraphs (1) through (6) of this Section and that manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within Zones V1-30, V, and VE on the community's FIRM meet the requirements of KCC 8-5-17(4).
8. **Recreational Vehicles.** Require that recreational vehicles placed on sites within Zones V1-30, V, and VE on the community's FIRM either be on the site for fewer than 180 consecutive days. or be fully licensed and ready for highway use, or meet the requirements in KCC 8-5-7 and paragraphs (1) through (6) of this Section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

8-5-23 Penalties for Noncompliance

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a class B misdemeanor. Nothing herein contained shall prevent Kaysville City from taking such other lawful action as is necessary to prevent or remedy any violation.

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

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

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this ____ day of _____, 2022.

Tamara Tran, Mayor

ATTEST:

Annemarie Plaizier, City Recorder



KAYSVILLE BUSINESS PARK

ARCHITECTURAL REVIEW BOARD STAFF REPORT

COUNCIL MEETING DATE: September 1, 2022

TYPE OF ITEM: Action

PRESENTED BY: Melinda Greenwood, Community Development Director

SUBJECT/AGENDA TITLE: Site plan and building review for an addition for Closet Butler located at 1272 West Sportsplex Drive

EXECUTIVE SUMMARY:

Closet Butler has submitted plans for a new 1,392 square foot addition to their building to provide warehouse storage for their expanding business. The addition is to be located on the existing asphalt area on the north end of the building. The existing building is a 9,825 square foot building, was completed in 2003 and is located on a one-acre parcel.

The attached plans show the addition will be 16' 8" in average gable height and matches the height of the existing building. The applicant plans to use architectural materials that match the existing building, utilizing the same color scheme and stucco.

Staff have verified that adequate parking already exists for the new building addition.

The applicant must receive approval from the Architectural Review Committee before proceeding with their plan review and obtaining a building permit.

Committee Options: Approve, Deny, Table for more information

Recommended Option: Approve

Fiscal impact: Building permit fees and increased property tax revenues

Attachments:

1. Proposed Building Plans for 1272 West Sportsplex Drive

TYPICAL NOTES:

1. AN UNOBSTRUCTED WORKING SPACE NOT LESS THAN 30 INCHES IN DEPTH AND THE HEIGHT OF THE FURNACE, BUT NOT LESS THAN 30", SHALL BE PROVIDED ALONG THE ENTIRE FRONT OR CONTROL SIDE OF FURNACE WHEN DOOR OF ENCLOSURE IS OPEN. PER IMC.
2. ALL HEATING & A/C INSTALLATION IS TO BE PERFORMED BY A LICENSED CONTRACTOR IN KEEPING WITH THE BEST PRACTICES OF THE IMC. HEATING CONTRACTOR IS TO VERIFY ALL NOTES AND CONDITIONS PRIOR TO INSTALLATION NOTES OF MECH. EQUIP. HEATING CONTRACTOR TO PROVIDE MIN. 1" CLEARANCE BETWEEN CLASS B VENT AND ANY COMBUSTIBLE MATERIAL. PROVIDE ALL COMBUSTION AIR FROM OUTSIDE SOURCES PER IMC.
3. ALL GLASS IS TO COMPLY WITH IBC.
4. ALL WINDOWS ARE TO HAVE THERMO-BREAK FRAMES.
5. CAULK ALL WINDOWS AND EXTERIOR DOOR OPENINGS.
6. KEY ALL EXTERIOR DOORS ALIKE. COORDINATE ALL LOCKS PER OWNER.
7. INSTALL AN ALUMINUM THRESHOLD ON ALL EXTERIOR DOORS. THRESHOLDS SHALL COMPLY WITH 302.303 OF ICC/ANSI.
8. INSTALL BREATHABLE VAPOR RETARDER OVER INSULATION AT ALL COLD WALLS.
9. PROVIDE WEATHER RESISTANT MEMBRANE AT ALL EXTERIOR PARTITIONS APPLIED TO SHEATHING BEHIND SIDING, STUCCO, BRICK, EIFS, OR STONE. BRICK & STONE VENEERS SHALL BE ANCHORED TO WOOD FRAMING PER IBC.
10. INSULATE ALL DUCTS, SUPPLIES & PIPING IN UNHEATED AREAS TO R 8.0 MIN. PROVIDE 6" FIBERGLASS BATT MIN. R-19 WITHIN CANTILEVERED FLOOR JOISTS AND AT THE PERIMETER OF FLOOR JOISTS. ALSO PROVIDE R-24 INSULATION TO ALL TO OVER UNHEATED AREAS. COORDINATE WITH COMCHECK COMPLIANCE REPORT FOR REQUIRED R VALUES THRU-OUT STRUCTURE.
11. PROVIDE A MINIMUM R-19 FIBERGLASS BATT INSULATION THRU OUT ALL EXTERIOR PARTITIONS. PROVIDE BLOWN WOOL PER COMCHECK INSULATION THRU-OUT ATTIC SPACES OVER HABITABLE ROOMS. DO NOT BLOCK EAVE VENTILATION SPACE WITH INSULATION, PLEASE. COORDINATE WITH COMCHECK COMPLIANCE REPORT FOR REQUIRED R VALUES THRU-OUT STRUCTURE.
12. PROVIDE SWITCHED LIGHT IN ATTIC, IF MECH. EQUIPMENT PRESENT. LOCATE SWITCH WITHIN 30" OF ACCESS DOOR. PER IMC.
13. ALL EXTERIOR GFI'S TO BE WATERPROOF & 18" ABOVE FINISH GRADE. DEVICE TO BE WEATHER RESISTANT WITH A LISTED AND APPROVED COVER
14. INSTALL BACK FLOW PREVENTION DEVICE ON ALL HOSE BIBBS, SPRINKLERS, FOOTING DRAINS, AND LANDSCAPE DRAINS.
15. VENT TERMINATIONS SHALL BE 10' AWAY OR 3' ABOVE SWAMP COOLERS.
16. FIREBLOCK WALLS & FURRED SPACES AT CEILINGS & AT 10' VERTICAL & HORIZONTAL.
17. ALL MECHANICAL EQUIPMENT WITH A SPARK IGNITION SHALL BE 18" A.F.F.
18. FLASHING SHALL BE INSTALLED IN SUCH A MANNER SO AS TO PREVENT MOISTURE FROM ENTERING THE WALL OR TO REDIRECT IT TO THE EXTERIOR. FLASHING SHALL BE INSTALLED AT THE PERIMETERS OF EXTERIOR DOOR AND WINDOW ASSEMBLIES, PENETRATIONS AND TERMINATIONS OF EXTERIOR WALL ASSEMBLIES, EXTERIOR WALL INTERSECTIONS WITH ROOFS, CHIMNEYS, PORCHES, DECKS, BALCONIES AND SIMILAR PROJECTIONS AND AT BUILT-IN GUTTERS AND SIMILAR LOCATIONS WHERE MOISTURE COULD ENTER THE WALL. FLASHING WITH PROJECTED FLANGES SHALL BE INSTALLED ON BOTH SIDES AND THE ENDS OF COPING, UNDER SILLS AND CONTINUOUSLY ABOVE PROJECTED TRIM. A FLASHING SHALL BE INSTALLED AT THE INTERSECTION OF THE FOUNDATIONS TO STUCCO, MASONRY, SIDING OR BRICK VENEER. THE FLASHING BE ON AN APPROVED CORROSION-RESISTANT FLASHING WITH A 1/2" DRIP LEG SHALL EXTEND PAST THE EXTERIOR SIDE OF THE FOUNDATION. PER IBC.
19. ALL APPLIANCES (WATER HEATER, BOILER, STEAM GENERATOR, ETC.) WHICH REQUIRE PRESSURE RELIEF VALVES SHALL BE PROVIDED WITH A FULL SIZE PAN WHICH SHALL EXTEND TO A FLOOR DRAIN. 504.7.1 IPC. WATER HEATERS LOCATED WHERE WATER DAMAGE MAY OCCUR SHALL HAVE A WATERTIGHT PAN INSTALLED BENEATH WITH A MINIMUM OF 1 1/2" DRAIN TO AN APPROVED RECEPTOR. IPC.
20. FIXTURES THAT HAVE FLOOD LEVEL RIMS LOCATED BELOW THE ELEVATION OF THE NEXT UPSTREAM MANHOLE COVER OF THE PUBLIC SEWER SERVING SUCH FIXTURES SHALL BE PROTECTED FROM BACK FLOW OF SEWAGE BY INSTALLING AN APPROVED BACKWATER VALVE. FIXTURES HAVING FLOOD LEVEL RIMS ABOVE THE ELEVATION OF THE NEXT UPSTREAM MANHOLE SHALL NOT DICHARGE THROUGH THE BACKWATER VALVE. BACKWATER VALVES SHALL BE PROVIDED WITH ACCESS. PER IBC. BACKWATER VALVES SHALL HAVE NON-CORROSIVE BEARINGS, SEATS AND SELF-ALIGNING DISCS, AND SHALL BE CONSTRUCTED TO ENSURE A POSITIVE MECHANICAL SEAL. VALVE ACCESS COVERS SHALL BE WATER TIGHT, PER IBC.
21. A SECONDARY OR AUXILIARY DRAIN PAN SHALL BE REQUIRED FOR EACH COOLING OR EVAPORATOR COIL WHERE DAMAGE TO ANY BUILDING COMPONENTS WILL OCCUR AS A RESULT OF OVERFLOW FROM THE EQUIPMENT DRAIN PAN OR STOPPAGE IN THE CONDENSATE DRAIN PIPING. DRAIN PIPING SHALL BE A MIN. OF 3/4" NOM. PIPE SIZE.
22. INTERIOR FINISHES SHALL HAVE FLAME SPREAD INDEX NO GREATER THAN THOSE VALUES SHOWN IN TABLE 803.11 IBC.
23. CONCRETE SLAB SHALL HAVE 6 MIL POLYETHYLENE VAPOR RETARDER WITH JOINTS LAPPED NOT LESS THAN 6 INCHES. SHALL BE PLACED BETWEEN THE SUBGRADE AND THE CONCRETE FLOOR SLAB, PER 1907.1 IBC.
24. INSULATING MATERIALS, WHERE EXPOSED, SHALL HAVE A FLAME SPREAD INDEX OF NOT MORE 25 AND A SMOKE-DEVELOPED INDEX OF NOT MORE THAN 450, PER 720.3, IBC.

GENERAL NOTES

THE GENERAL CONTRACTOR ASSUMES FULL RESPONSIBILITY TO VERIFY THE CONDITIONS, DIMENSIONS, AND STRUCTURAL DETAILS OF THE BUILDING. THE CONTRACTOR ASSUMES FULL LIABILITY FOR ANY PROBLEMS THAT MAY ARISE DUE TO POSSIBLE ERRORS OR OMISSIONS ON THESE PLANS. USE OF THESE PLANS CONSTITUTES COMPLIANCE WITH THE ABOVE TERMS.

IT IS THE DUTY OF THE GENERAL CONTRACTOR TO DISCOVER ANY POTENTIAL ERRORS, OMISSIONS, OR INCONSISTENCIES IN THESE PLANS AND TO REQUEST A SOLUTION OR CLARIFICATION BEFORE CONSTRUCTION BEGINS ON THIS PROJECT.

WORKMANSHIP THROUGHOUT SHALL BE OF THE BEST QUALITY OF THE TRADE INVOLVED AND THE GENERAL CONTRACTOR SHALL COORDINATE THE WORK OF THE VARIOUS TRADES TO EXPEDITE THE JOB IN A SMOOTH AND CONTINUOUS PROCESS.

UNLESS OTHERWISE NOTED, ALL DETAILS, SECTIONS, AND NOTES SHOWN ON THE CONTRACT DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR CONDITIONS ELSEWHERE.

ALL OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE CONTRACT DRAWINGS AND OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING WITH ANY WORK INVOLVED.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE TO THE CURRENT IRC/IBC.

THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND THE SAFETY IN AND AROUND THE JOB SITE AND OF ADJACENT PROPERTIES.

THE GENERAL CONTRACTOR AND/OR OWNER SHALL KEEP LOADS ON THE STRUCTURE WITHIN THE LIMITS OF THE DESIGN BOTH DURING AND AFTER CONSTRUCTION.

COMPLIANCE WITH CODES AND ORDINANCES GOVERNING THE WORK SHALL BE MADE AND ENFORCED BY THE GENERAL CONTRACTOR.

NOTE THAT ALL WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.

NOTE THAT ALL PLAN VIEWS TAKE PRECEDENCE OVER ELEVATIONS AND SECTIONS.

MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION OF MATERIALS SHALL BE FOLLOWED

DESIGN PROFESSIONALS:

ARCHITECT:
NIELSON ARCHITECTURE/PLANNING, INC., KELLY M. NIELSON ARCHITECT
801-564-7200 M, NIELARCH@GMAIL.COM

STRUCTURAL ENGINEER:
DESIGN RESOURCES & INNOVATIONS, JOSEPH STUART, P.E.
435-764-6851 M, JSTUART@DRI-ENG.COM

ELECTRICAL ENGINEER:
DC ENGINEERING, DAVE CRAVEN, P.E.
801-732-9229 O, CRAVENGROUP@MSN.COM

2018 IBC CODE ANANLYSIS:

OCCUPANCY CLASSIFICATION: S-2
TYPE OF CONSTRUCTION: V-B

ALLOWED SQUARE FOOTAGE: 9,000 SF
ACTUAL SQUARE FOOTAGE: 1,392 SF

ALLOWED STORIES: SINGLE STORY
ACTUAL STORIES: SINGLE STORY

ALLOWED HEIGHT: 40'
ACTUAL HEIGHT: 30'

ADDITION OCCUPANT LOAD (1:500 OLF) 1,392 SF / 500 = 3 OCCUPANTS

ONE EXIT REQUIRED & PROVIDED

G.C. TO PROVIDE LIST OF REQUIRED SPECIAL INSPECTORS, WITH CERTIFICATES

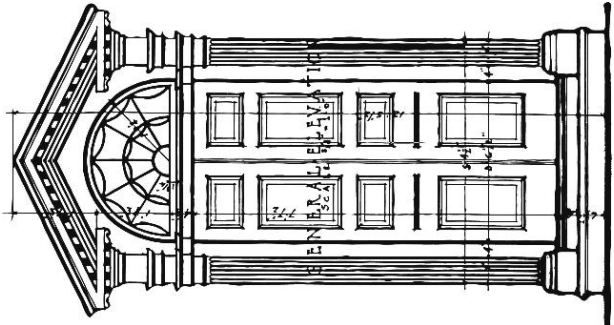
GOVERNING CODES:

2018 IBC 2018 IPC
2018 IECC 2018 IMC
2018 IFGC ICC ANSI A.117.1-2017
2017 NEC

APPLICABLE STATE AMENDMENTS



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Syracuse, Utah 84075
nielarch@gmail.com
801-564-7200 m



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CLOSET BUTLER
STORAGE ADDITION

1272 WEST SPORTSPLEX DRIVE,
KAYSVILLE, UTAH 84037

MAYWOOD DEVELOPMENT CO.

Kent Fisher, G.C., 801-721-5008, kent@maywoodcustomhomes.com

PROJECT NO: 2216
DATE: 27 June 2022
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CHK'D BY: KMN
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SHEET TITLE
TITLE SHEET & SCHEMATIC
SITE PLAN

T-1

ALL OF LOT 61, KAYSVILLE BUSINESS PARK 61. CONTAINS 1.00 ACRE.

[illegible]

TOWNSHIP 4 NORTH, RANGE 1 WEST, S.1.B. AND M.

EAST QUARTER CORNER OF SEC. 33,
T4N, R1W, SLB&M

 DAVIS COUNTY MONUMENT AS NOTED
 SET 24" REBAR AND CAP
 MARKED GARDNER ENGINEERING
 SUBJECT PROPERTY BOUNDARY
 LOT LINE
 ADJACENT PARCEL
 SECTION LINE
 EASEMENT
 EXISTING FENCE LINE

THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH AND SET THE PROPERTY CORNERS OF THE PARCEL AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY KENT FISHER, THE BASIS OF BEARING IS THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, WHICH BEARS SOUTH 89°23'43" EAST, WEBER COUNTY, UTAH NORTH, NAD 83 STATE PLANE GRID BEARING. THE BOUNDARY WAS DETERMINED BY WARRANTY DEED RECORDED AS ENTRY NUMBER 3426936, AND DEEDS OF ADJOINING PROPERTY OWNERS. THE DEDICATED PLATS OF KAYSVILLE BUSINESS PARK 61 WAS ALSO USED TO DETERMINE BOUNDARY LOCATION ALONG WITH THE FOUND MONUMENTS AS SHOWN AND DESCRIBED HEREON.

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH, AND THAT I HOLD LICENSE NO. 8227228 IN ACCORDANCE WITH TITLE 19, CHAPTER 25, OF THE UTAH PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. FURTHER, I CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS RECORD OF SURVEY PLAT IN ACCORDANCE WITH SECTION 17-23-20 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN ON THIS RECORD OF SURVEY PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY REESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

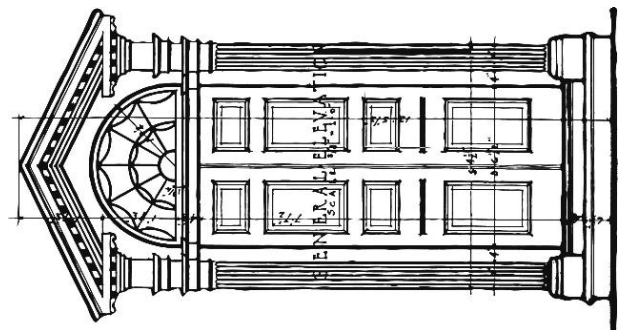
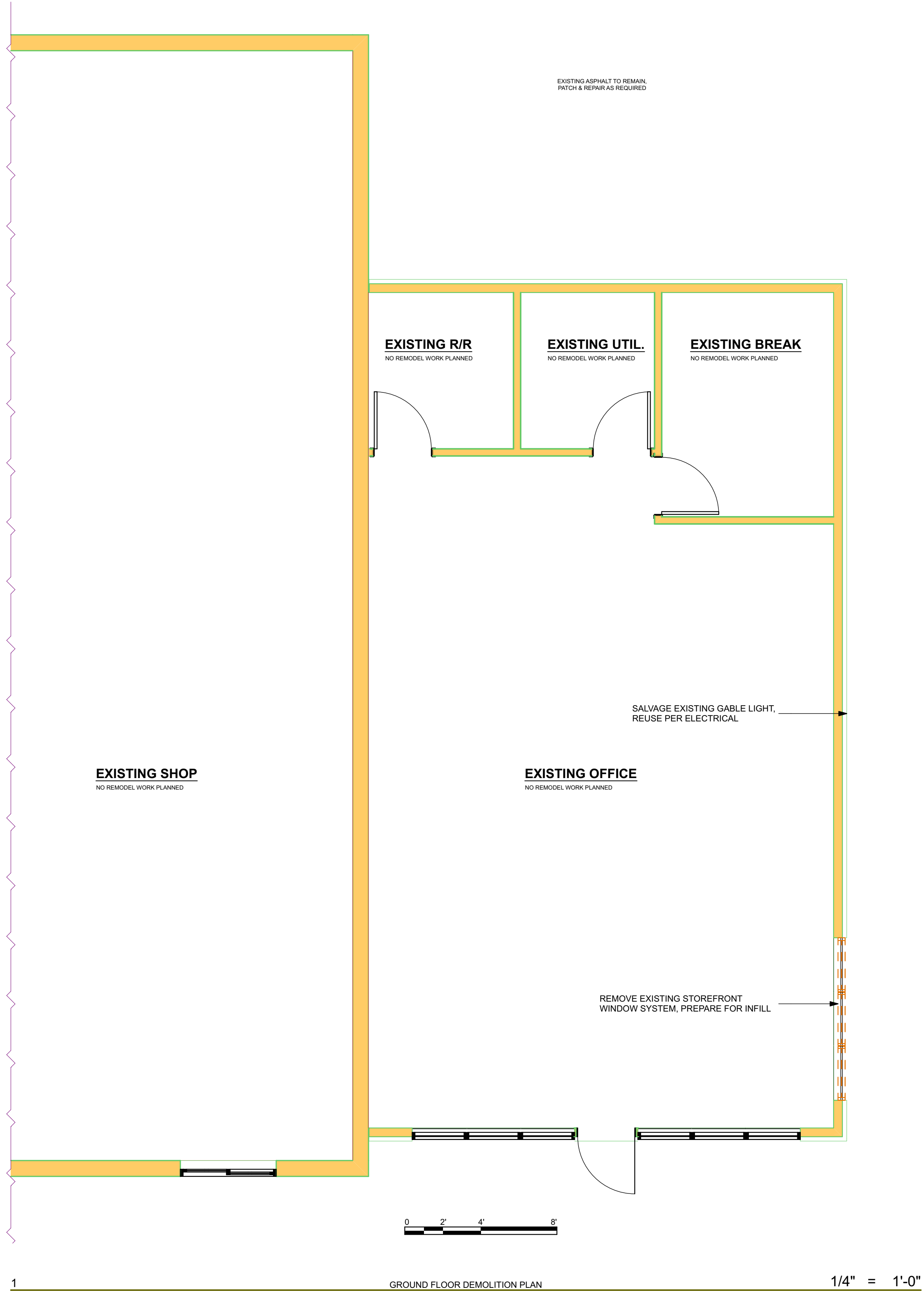
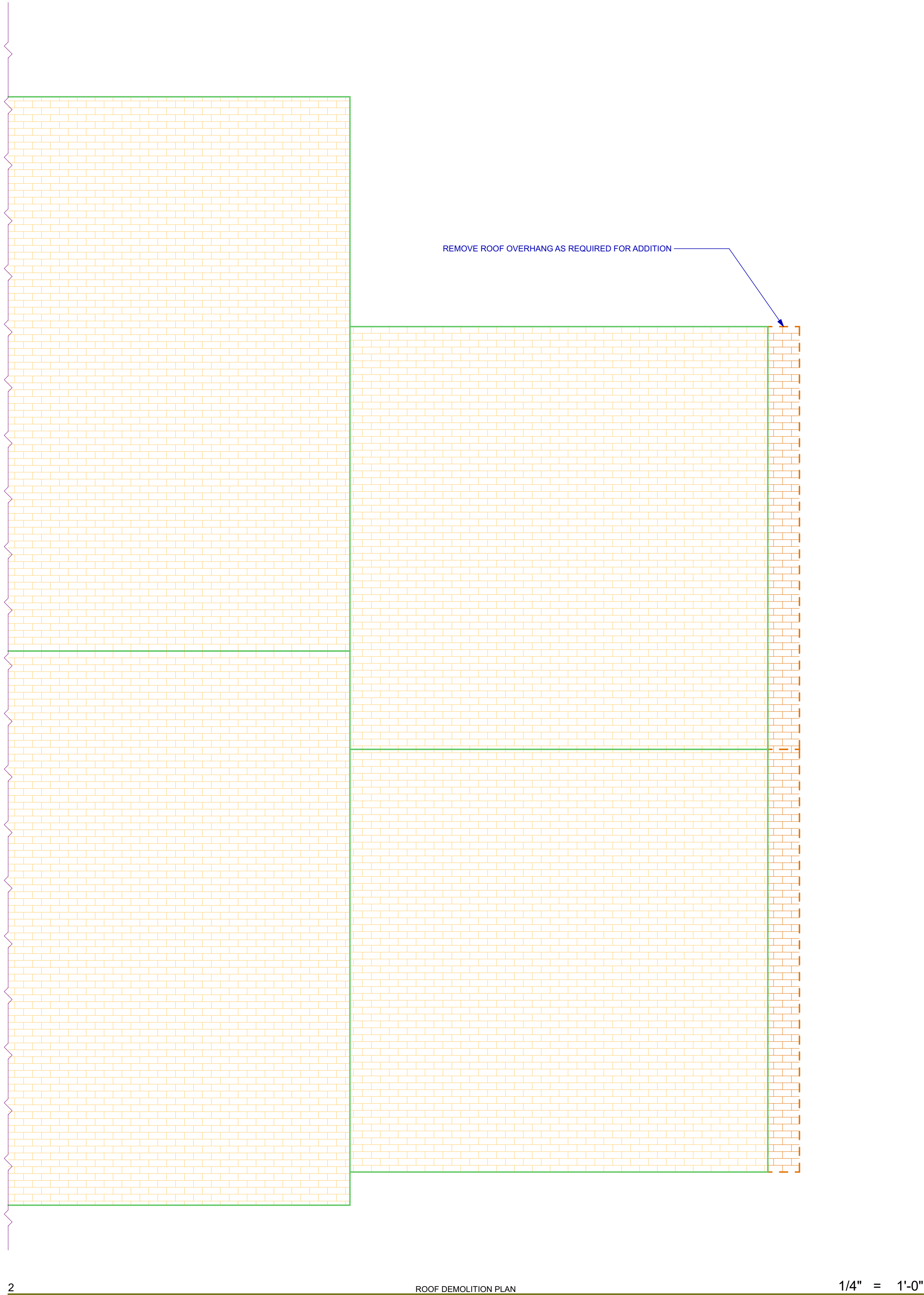
SIGNED THIS DATE DAY OF DATE, 2022.

2022.

PROFESSIONAL LAND SURVEYOR
DATE 8227228
Klint H. Whitney
STATE OF TEXAS
Klint H. Whitney, PLS NO. 8227228

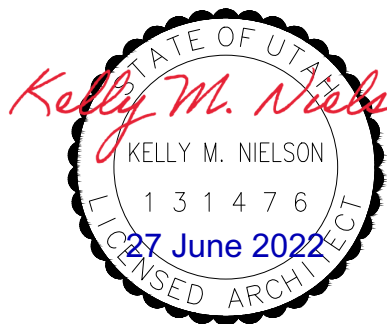
SPORTSPLEX DRIVE

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801-564-7200 m

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**CLOSET BUTLER
STORAGE ADDITION**

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KAYSVILLE, UTAH 84037

MAYWOOD DEVELOPMENT CO.

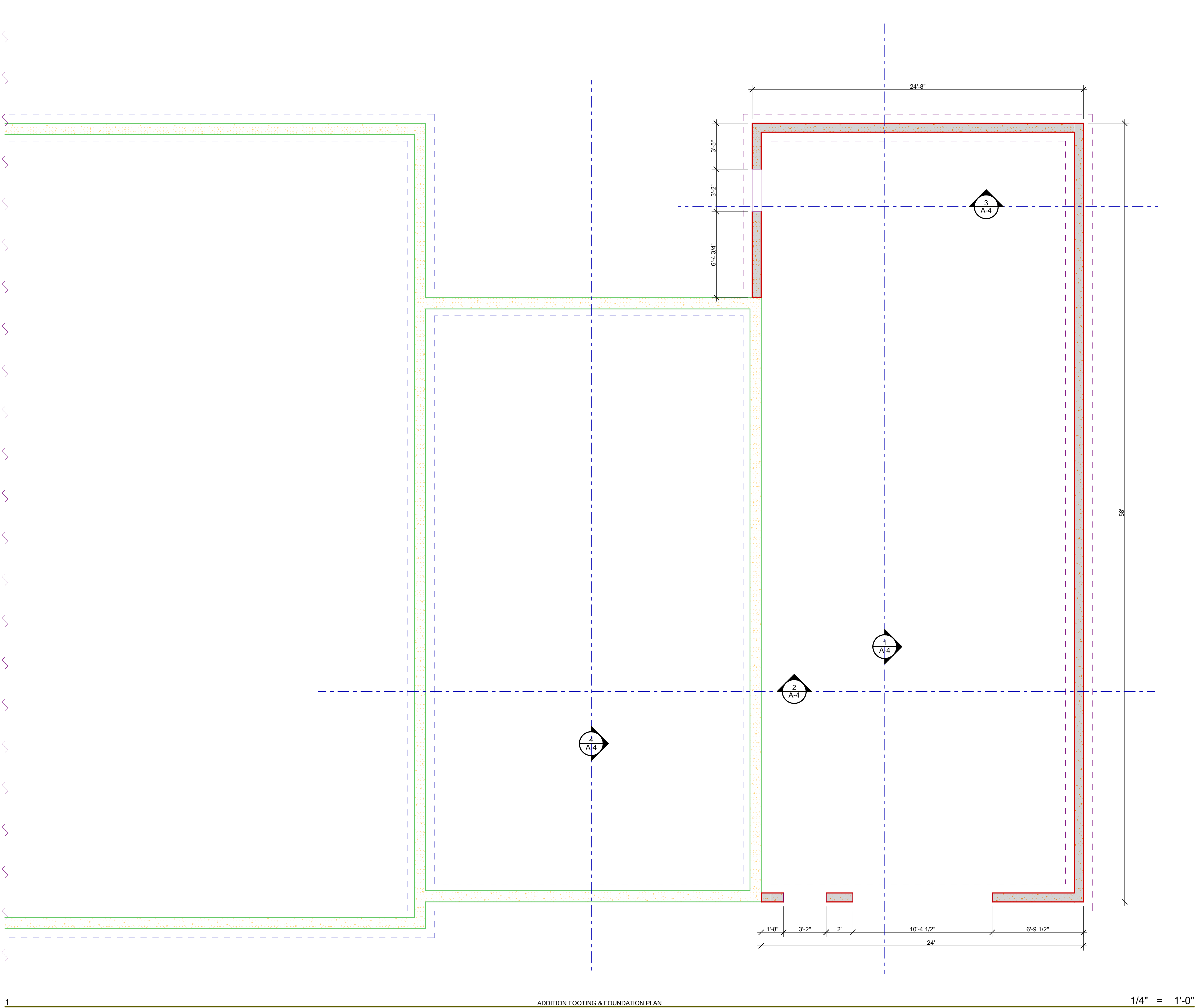
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demo FLOOR PLAN

D-1
SHEET 3 OF 9

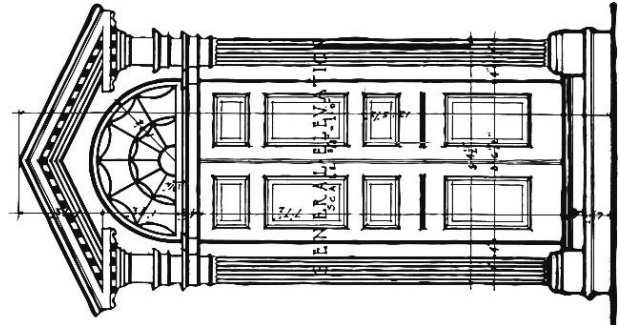
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1

ADDITION FOOTING & FOUNDATION PLAN

1/4" = 1'-0"



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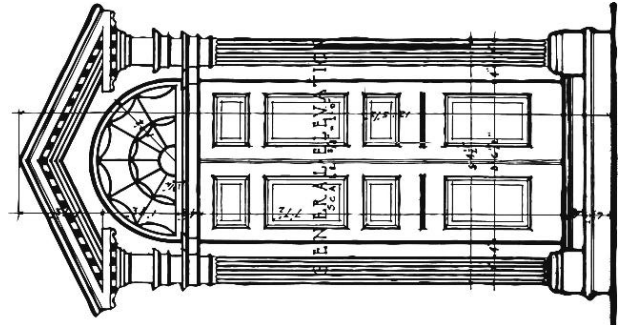
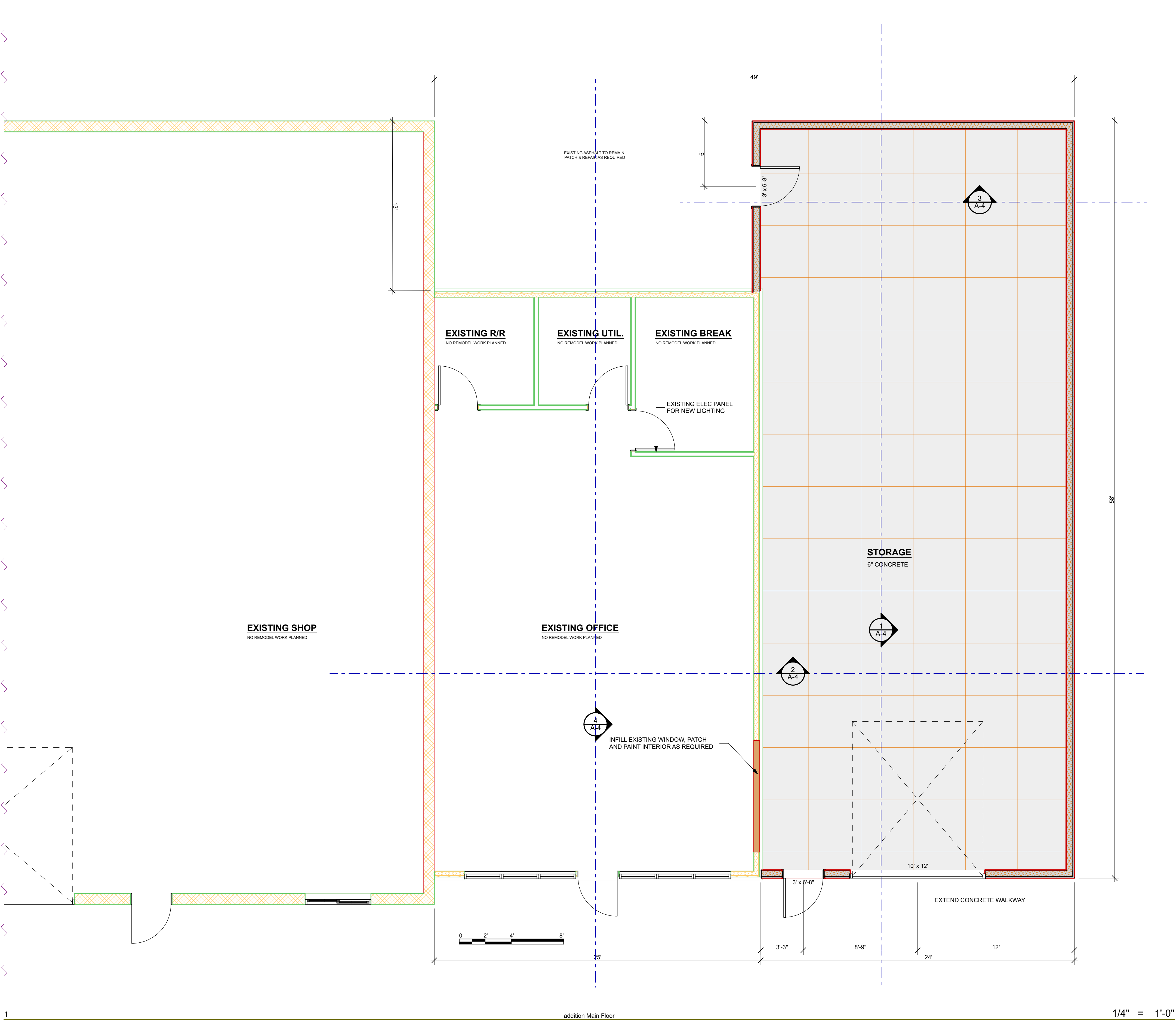
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SHEET TITLE
addition Footing & Foundation Plan

A-0

SHEET 4 OF 9

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MAYWOOD DEVELOPMENT CO.

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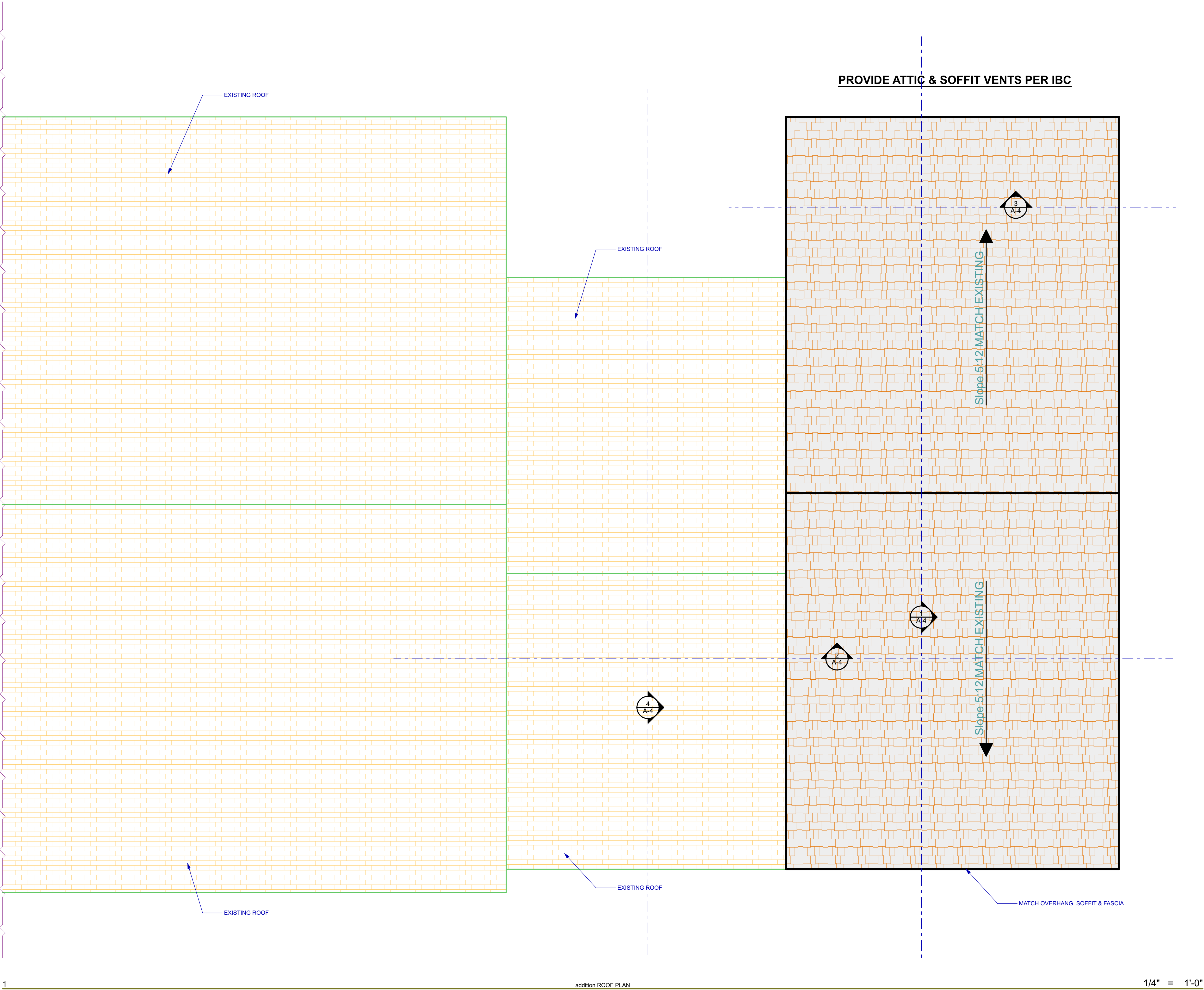
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addition FLOOR PLAN

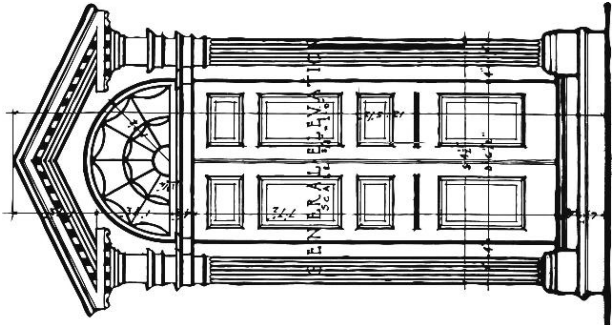
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SHEET 5 OF 9

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Kelly M. Nielson
KELLY M. NIELSON
131476
27 June 2022
Professional Architect
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STORAGE ADDITION
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KAYSVILLE, UTAH 84037

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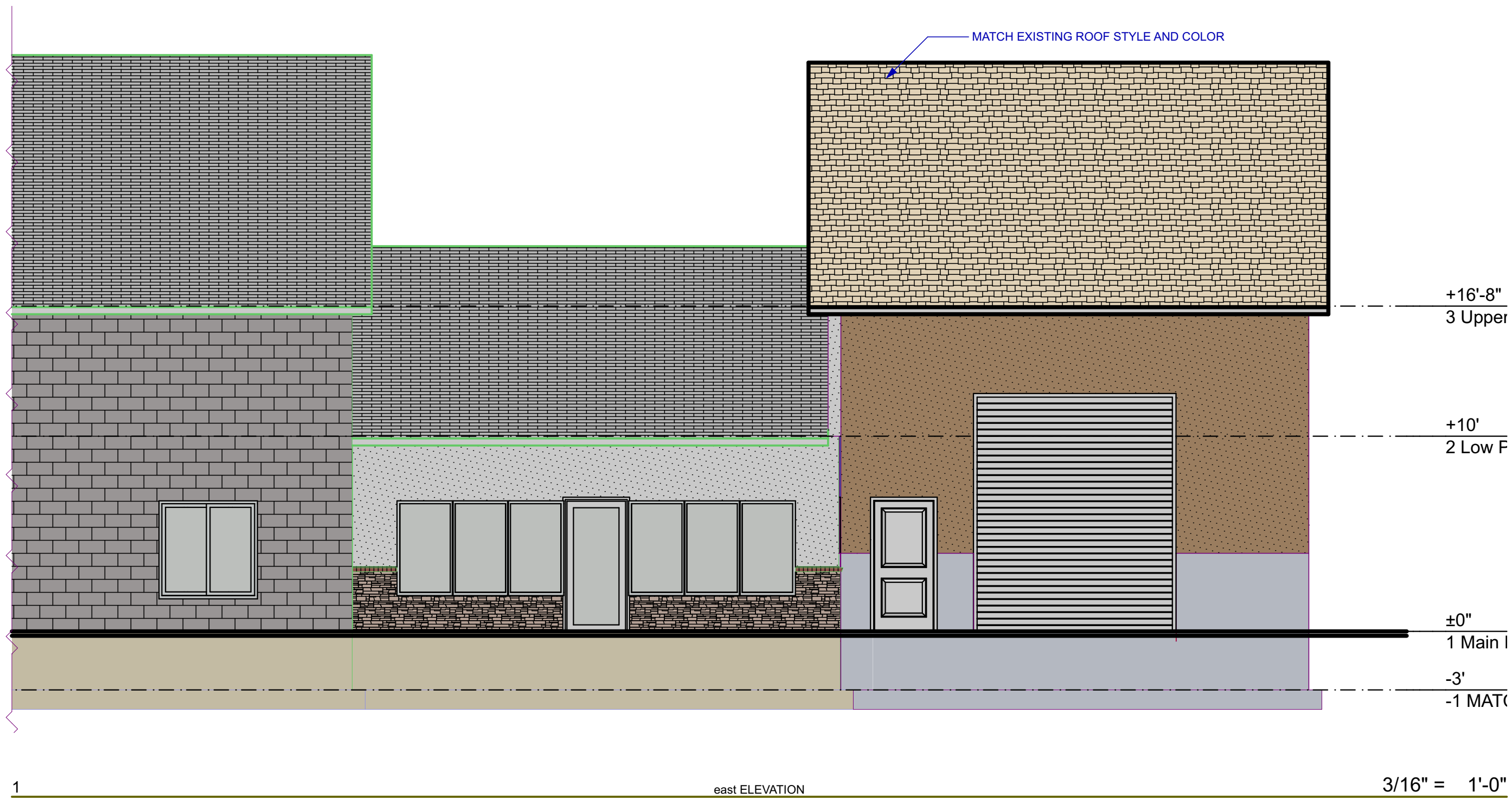
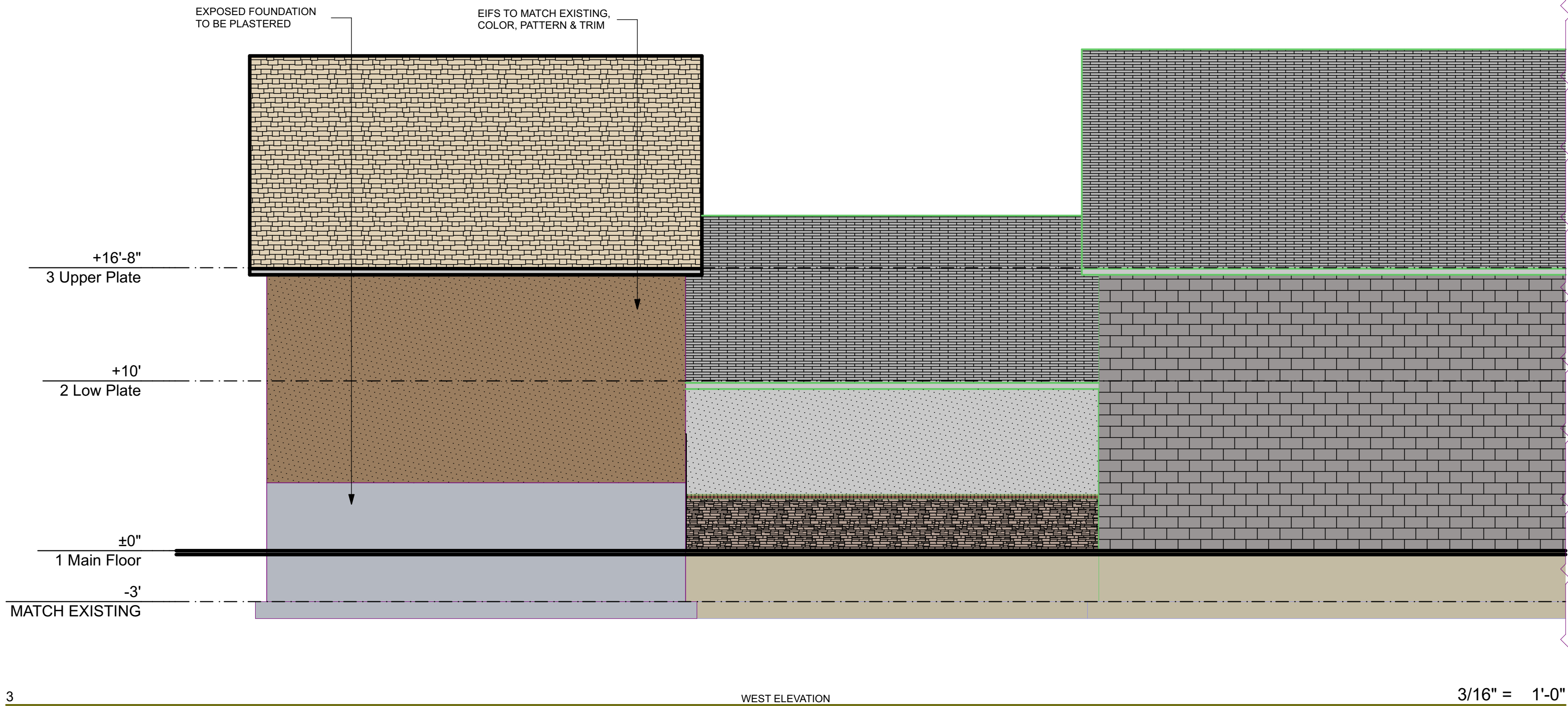
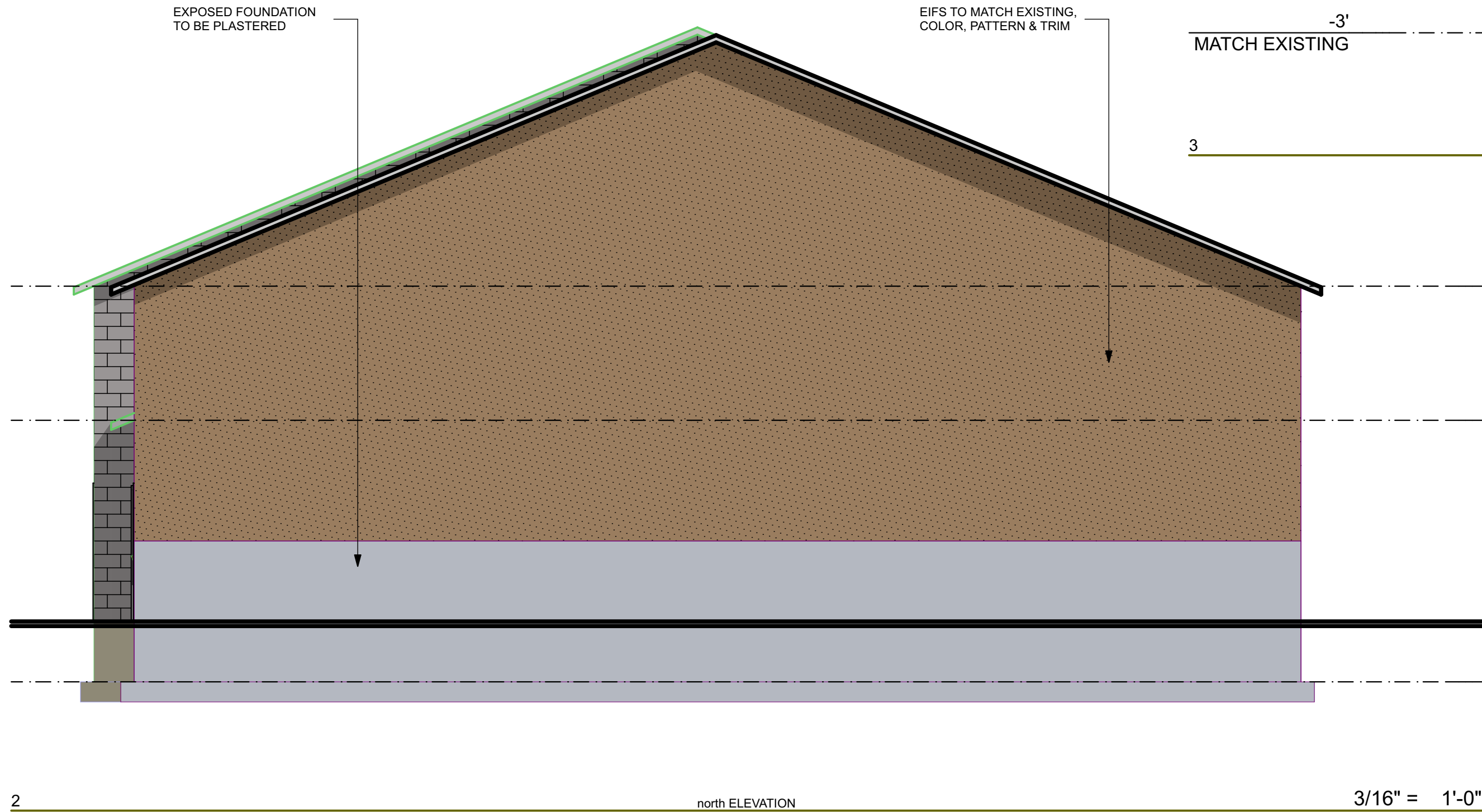
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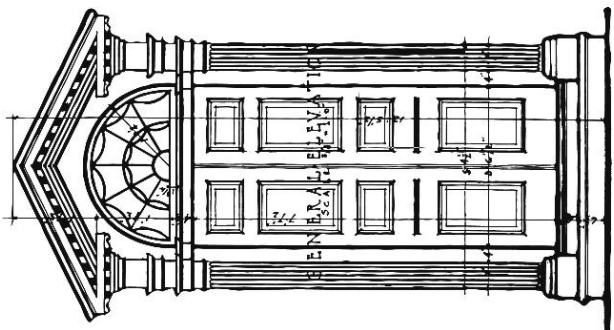
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addition ROOF PLAN

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SHEET 6 OF 9

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27 June 2022
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**CLOSET BUTLER
STORAGE ADDITION**

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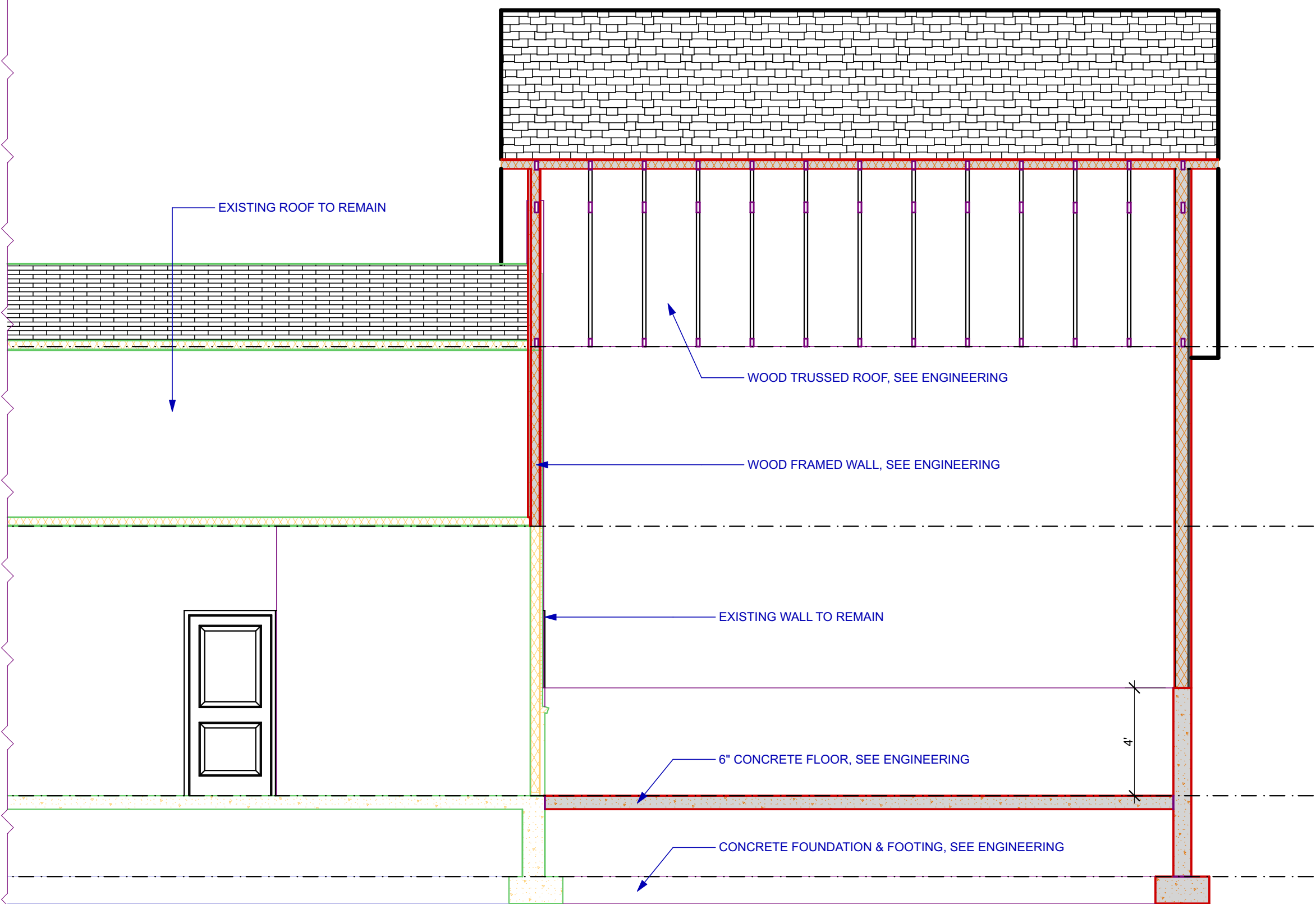
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SHEET TITLE
**ADDITION EXTERIOR
ELEVATIONS**

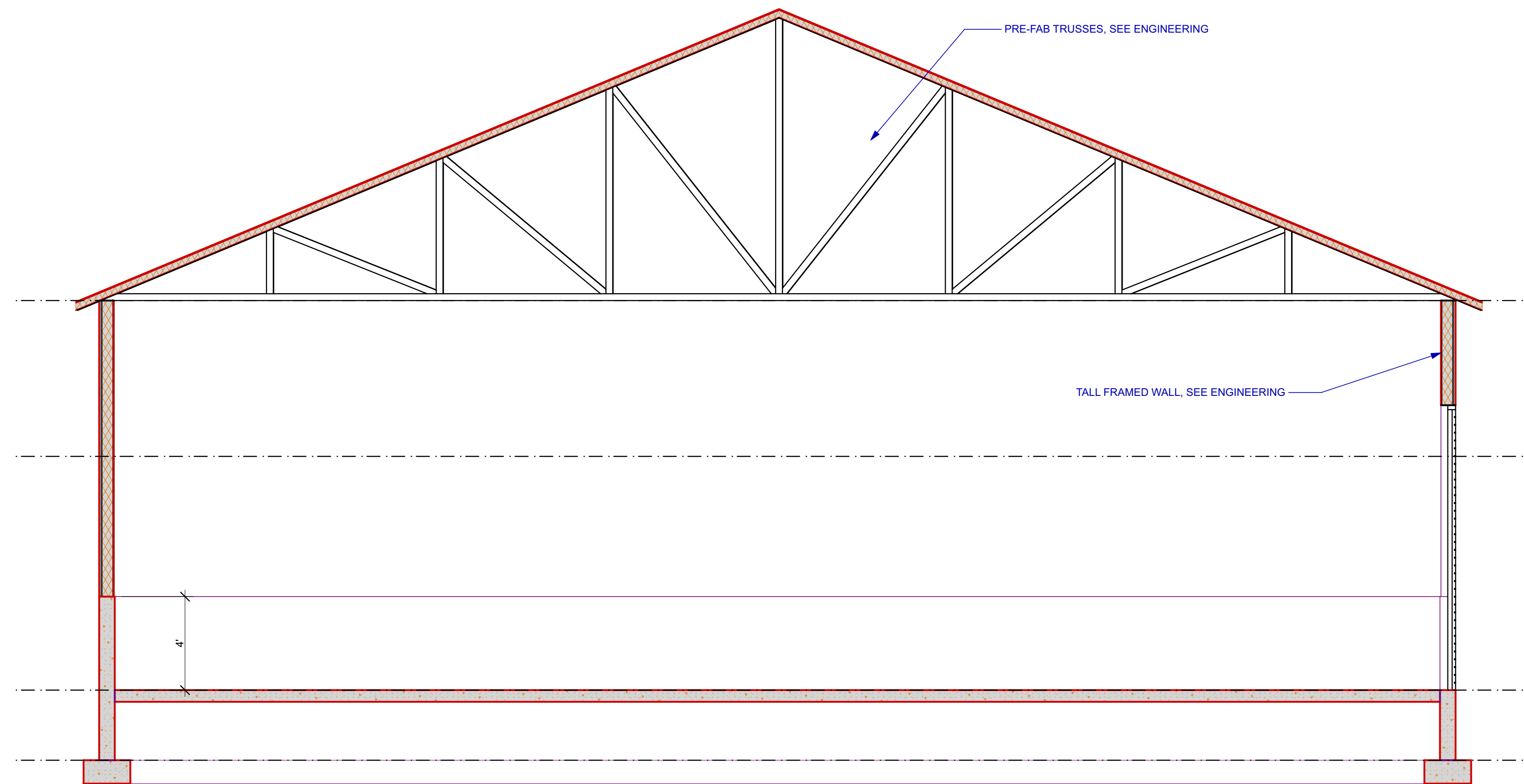
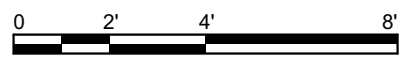
A-3

SHEET 7 OF 9

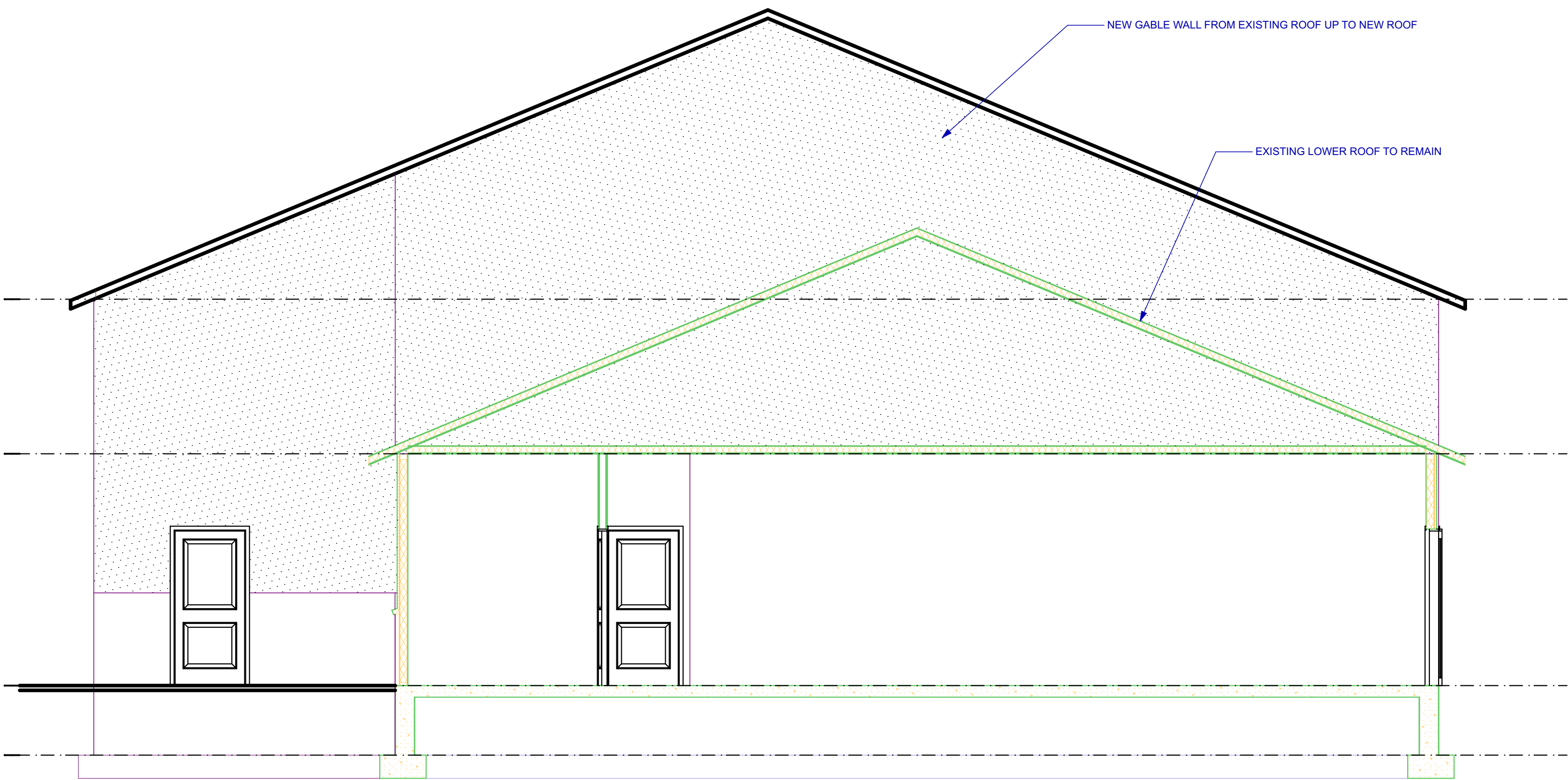
J:\Users\kellynielson\Desktop\KELS WORK\CURRENT PROJECTS\2216 Closet Butler\Butler 4.pln



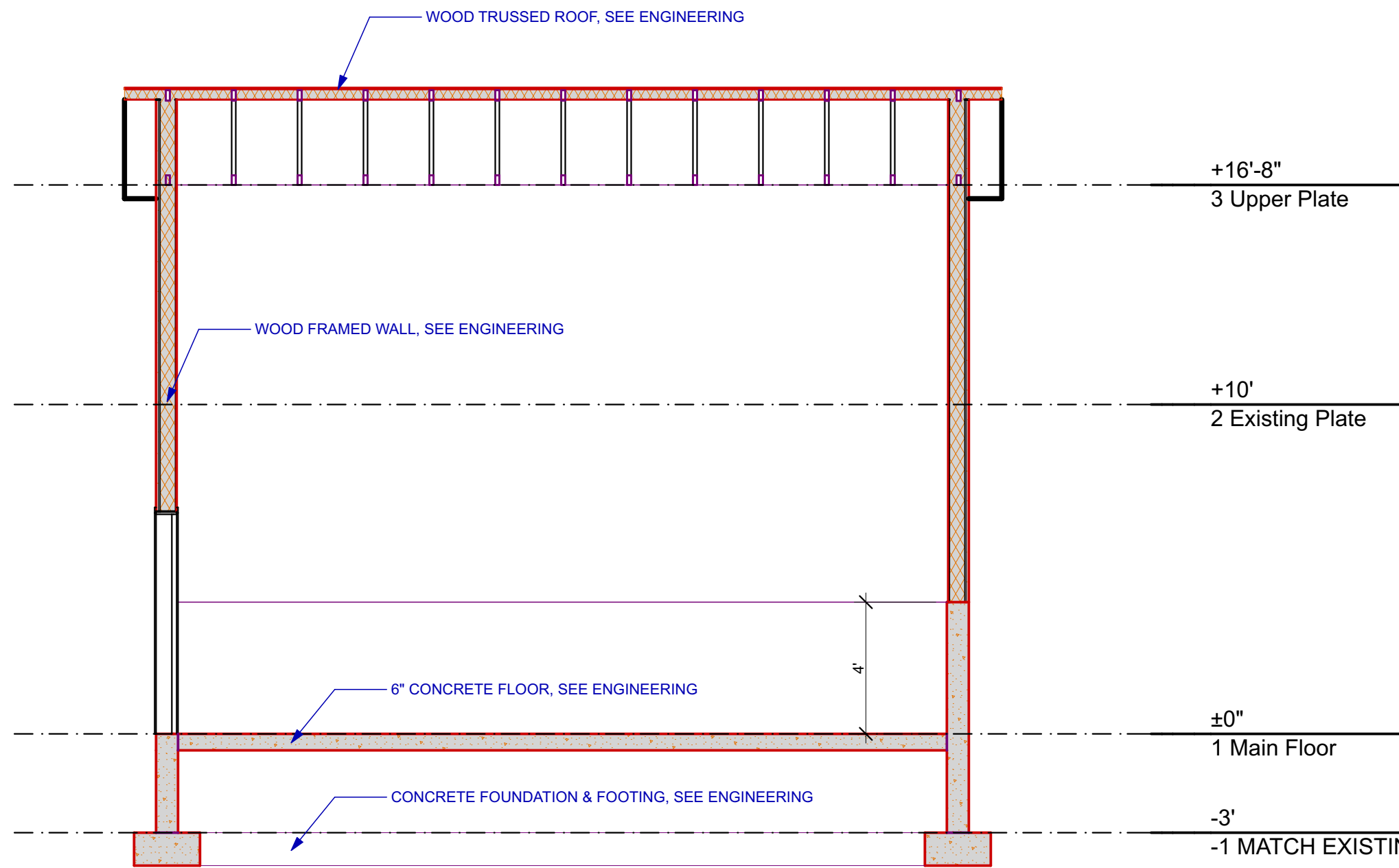
2
A-4 NS SECTION @ EXISTING
SCALE: 1/4" = 1'-0"



1
A-4 EW SECTION THRU NEW ADDITION
SCALE: 1/4" = 1'-0"

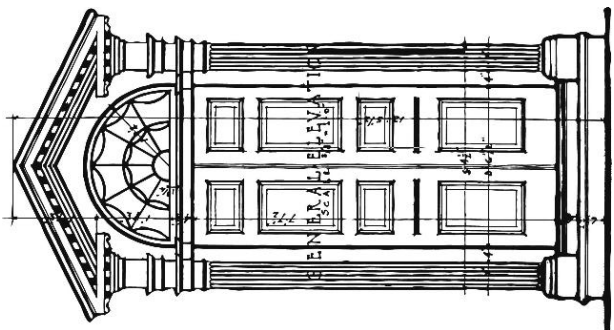


4
A-4 EW SECTION THRU EXISTING
SCALE: 1/4" = 1'-0"



3
A-4 NS SECTION @ NEW
SCALE: 1/4" = 1'-0"

**N i e l s o n
Architecture
Planning, Inc.**
Kelly Nielson, Architect
1333 South 2375 West
Syracuse, Utah 84075
nielarch@gmail.com
801-564-7200 m



Professional Stamp

Not valid with out
Original Signature

**CLOSET BUTLER
STORAGE ADDITION**

1272 WEST SPORTSPLEX DRIVE,
KAYSVILLE, UTAH 84037

MAYWOOD DEVELOPMENT CO.

Kent Fisher, G.C., 801-721-5008, kent@maywoodcustomhomes.com

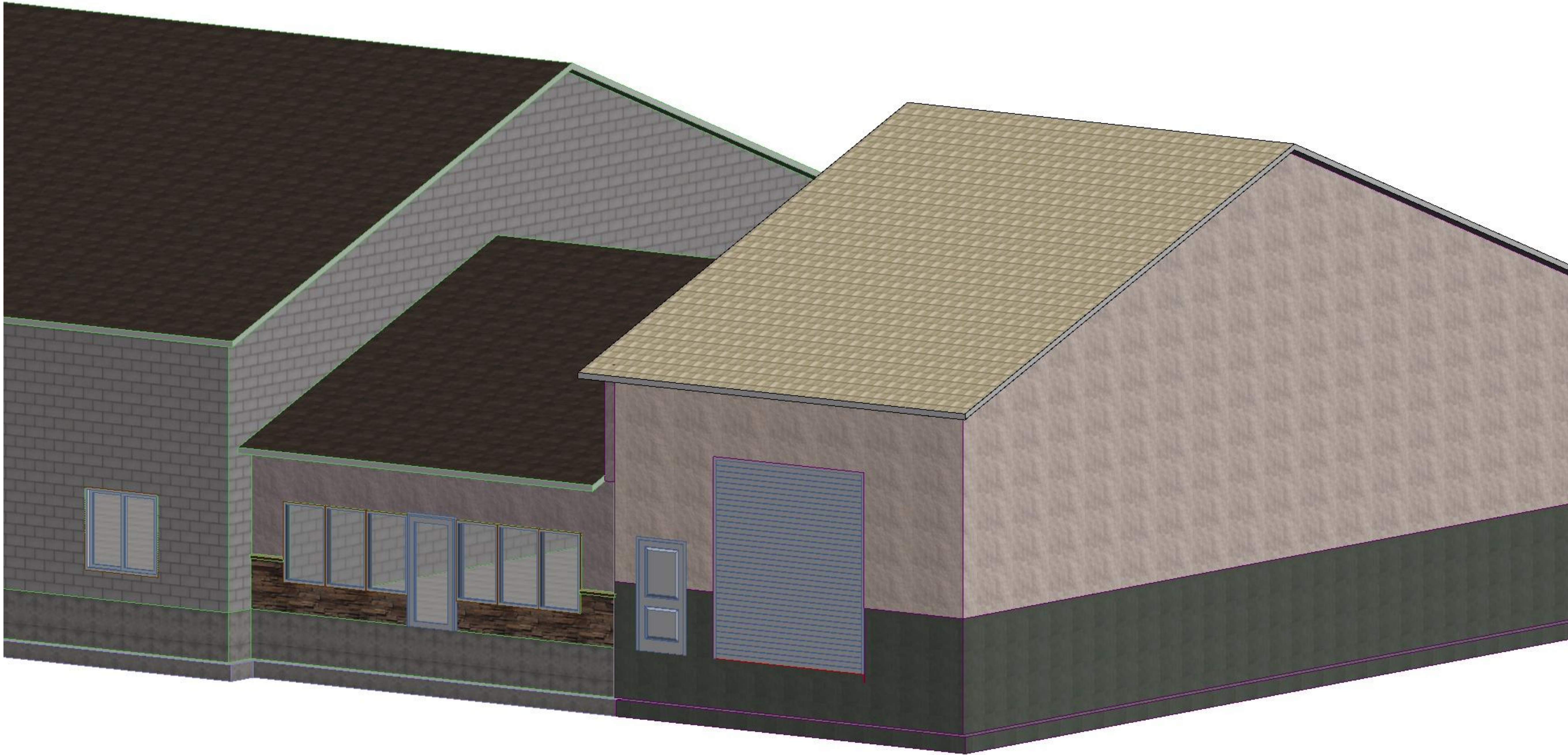
PROJECT NO:	2216
DATE:	27 June 2022
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SHEET TITLE
ADDITION SECTIONS

A-4

SHEET 8 OF 9

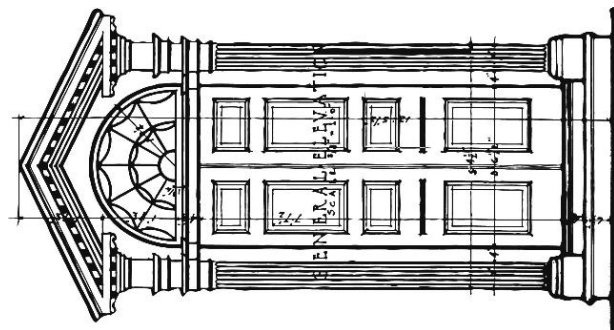
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1

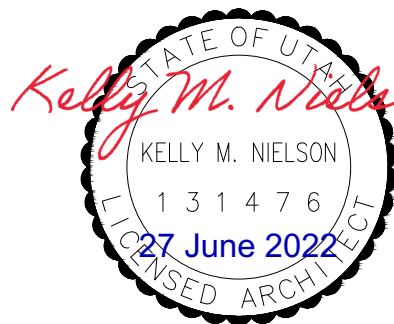
Generic Axonometry

1/4" = 1'-0"



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SHEET TITLE
PERSPECTIVE

A-5
SHEET 9 OF 9