



KAYSVILLE CITY
REDEVELOPMENT AGENCY BOARD MEETING
NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Redevelopment Agency Board will hold a special meeting on Thursday, March 3, 2016 at 6:45 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville. The agenda shall be as follows:

1. Opening.
2. Grant of Access Easement on Lot 6 of the Kaysville Business Park at 821 West 300 North.
3. Grant of Bridge Maintenance and Public Utility Easements on Lot 6 of the Kaysville Business Park at 821 West 300 North.
4. Adoption of Resolution Amending the Bylaws of the Kaysville City Redevelopment Agency to change the meeting days.
5. Approval of minutes.
6. Other Agency business.
7. Adjournment.

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

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on February 26, 2016.


John W. Thacker
Executive Director



Redevelopment Agency Staff Report

Kaysville Business Park Lot 6 Easements March 3, 2016

Applicant/Owner: Kaysville City Redevelopment Agency
Location: 821 W. 300 N.

Description:

Recently the Redevelopment Agency approved a Development Agreement for the sale of Lot 6 in the Kaysville Business Park.

Before the property is conveyed to the new owner, appropriate easements need to be placed on the property. The proposed easements will make certain that the utilities on site can be accessed, neighboring properties do not become landlocked, and maintenance and/or repair work on the 200 North bridge structure can be performed in the future as needed.

Recommendation:

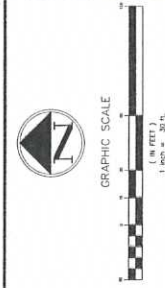
It is recommended that the Agency Board approve the proposed easements.

Reasoning:

The proposed easements provide for the utilities and necessary access.

Attachment 1: Map of easements

Attachment 2: Easements



AGREEMENT AND GRANT OF EASEMENT

THIS AGREEMENT AND GRANT OF EASEMENT ("Agreement") is made and entered into this ____ day of March, 2016, by and between **KAYSVILLE CITY REDEVELOPMENT AGENCY**, a Utah political subdivision, of 23 East Center Street, Kaysville, Utah (hereinafter referred to as the "Agency") and **KAYSVILLE CITY**, a Municipal Corporation of 23 East Center Street, Kaysville, Utah (hereinafter referred to as the "City"), as follows:

RECITALS

1. The Agency is the owner of Lot 6, Kaysville Business Park, Phase II, located in, Kaysville City, Davis County, State of Utah (the "Property").
2. The City has need of an access along the west boundary of said Lot 6 in order to have access to adjacent property for City purposes and has requested that the Agency grant a permanent easement to the City for such access purposes.
3. The Agency is willing to grant such permanent easement.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions referred to herein and other good and valuable consideration, the parties agree as follows:

AGREEMENT

SECTION ONE:

GRANT OF EASEMENT

The Kaysville City Redevelopment Agency, Grantor, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby conveys, grants, bargains and sells to Kaysville City, Grantee, its agents, permittees, successors and assigns, a perpetual, non-exclusive, unobstructed easement and privilege free and clear of all encumbrances to enter upon with equipment and otherwise use the

following described land located in Kaysville City, Davis County, State of Utah, for access to adjacent properties:

Access Easement

Part of Lot 6, Kaysville Business Park Phase II, Kaysville City, located in the Northeast Quarter and the Southeast Quarter of Section 33, Township 4 North, Range 1 West, Salt Lake Base and Meridian. Beginning at southwest corner of Lot 6, Kaysville Business Park Phase II thence as follows:

N. 01°07'23" E. 481.39 feet along west line of said Lot 6; thence Easterly 59.54 feet along said 300 North Street and curve to the left with a 50.00 foot radius through a central angle of 68°10'03", the chord of which bears N. 87°49'38" E. 56.09 feet; thence S. 01 °07'23" W. 484.60 feet to the South line of said Lot 6; thence N. 88°53'17" W. 56.00 feet along the south line of said Lot 6 to the point of beginning.

Contains 26,720 square feet in area, more or less.

To have and to hold the same unto the City and its agents, assigns and permittees perpetually.

SECTION TWO:

BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns, and any person or other entity that at any time hereafter shall become the owner of the Property and shall include the right of City to designate and approve various parties to exercise the easement rights.

IN WITNESS WHEREOF, this Agreement and Grant of Easement has been executed as of the day and year first above written and with intent that it shall be recorded in the office of the Davis County Recorder, State of Utah.

KAYSVILLE CITY REDEVELOPMENT
AGENCY, A Utah political subdivision

By: _____
STEVE A. HIATT
Chairman

KAYSVILLE CITY CORPORATION

By: _____
STEVE A. HIATT, Mayor

ATTEST:

DEAN STOREY, Deputy City Recorder

STATE OF UTAH)
 ss.
COUNTY OF DAVIS)

On the ____ day of March, 2016, personally appeared before me STEVE A. HIATT, who being by me duly sworn did say for himself, that he, the said STEVE A. HIATT, is the Chairman of Kaysville City Redevelopment Agency, and that the within and foregoing instrument was signed on behalf of the said Kaysville City Redevelopment Agency by authority of the Board of Directors of Kaysville City Redevelopment Agency and said STEVE A. HIATT duly acknowledged to me that the said Kaysville City Redevelopment Agency executed the same and that the seal affixed is the seal of the said Kaysville City Redevelopment Agency.

NOTARY PUBLIC
Residing at:
My Commission Expires:

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2016, personally appeared before me STEVE A. HIATT, and DEAN STOREY, who being by me duly sworn did say each that he, the said STEVE A. HIATT, is the Mayor of Kaysville City Corporation, Davis County, State of Utah and that he, the said DEAN STOREY, is the Deputy City Recorder of Kaysville City Corporation, and that the within and foregoing instrument was signed on behalf of the said Kaysville City by authority of the City Council of Kaysville City and said STEVE A. HIATT, and DEAN STOREY, each duly acknowledged to me that the said Kaysville City Corporation executed the same and that the seal affixed is the seal of the said Kaysville City.

NOTARY PUBLIC

Residing at:

My Commission Expires:

AGREEMENT AND GRANT OF EASEMENT

THIS AGREEMENT AND GRANT OF EASEMENT ("Agreement") is made and entered into this ____ day of March, 2016, by and between **KAYSVILLE CITY REDEVELOPMENT AGENCY**, a Utah political subdivision, of 23 East Center Street, Kaysville, Utah (hereinafter referred to as "Agency") and **KAYSVILLE CITY**, a Municipal Corporation, of 23 East Center Street, Kaysville, Utah (hereinafter referred to as "City"), as follows:

RECITALS

1. The Agency owns Lot 6 of the Kaysville business Park (the "Property") adjacent to 200 North Street in Kaysville, Utah. A bridge with landfill approaches and facade walls (collectively referred to herein as the "Bridge") has been built by City which Bridge is adjacent to the Property. The West approach to the Bridge is immediately to the South of and contiguous to the Property.

2. It is necessary periodically to access the North side of the West approach of the Bridge for the purpose of repairing and maintaining the Bridge, including the concrete facade covering the West landfill approach of the Bridge. Such access requires use by Kaysville City and others approved by the City.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions referred to herein and other good and valuable consideration, the parties agree as follows:

AGREEMENT

SECTION ONE:

GRANT OF EASEMENT

The Kaysville Redevelopment Agency, Grantor, for and in consideration of Ten Dollars and other good and valuable consideration hereby conveys, grants, bargains and sells to Kaysville City, Grantee, its agents, contractors, permittees, successors and assigns, a perpetual, non-exclusive, unobstructed easement and privilege free and clear of all encumbrances to enter upon with equipment and otherwise use the following described land located in Kaysville City, Davis County, State of Utah, for the purpose of or in any way connected with constructing, maintaining, operating, repairing, inspecting or in any way servicing the 200 North Bridge and approach area, together with the right of ingress and egress:

50 foot Perpetual Easement (E-W from property line to property line)

Part of Lot 6, Kaysville Business Park Phase II (Davis County Recorders Entry #1127751), Kaysville City, located in the Northeast Quarter and the Southeast Quarter of Section 33, Township 4 North, Range 1 West, Salt Lake Base and Meridian. Beginning at the southwest corner of said Lot 6, thence as follows:

N. 01°07'23" E. 50.00 feet along the west line of said Lot 6; thence S. 88°53'17" E. 489.42 feet to the east line of said Lot 6; thence S. 25°17'19" E. 55.82 feet along said east line of said Lot 6 to the south line of said Lot 6; thence N. 88°53'17" W. 514.25 feet along the south line of said Lot 6 to the point of beginning.

Contains 25,092 square feet in area, more or less.

To have and to hold the same unto the City and its agents, assigns and permittees, together with the right to enter upon said land for the purpose of constructing, operating, repairing, replacing and maintaining the 200 North Bridge.

SECTION TWO:

GRANT OF EASEMENT

The Kaysville City Redevelopment Agency, Grantor, hereby conveys, grants, bargains and sells to Kaysville City, Grantee, its agents, contractors, permittees, successors and assigns, a perpetual, non-exclusive, unobstructed Utility and Drainage easement and privilege free and clear of all encumbrances to enter upon with equipment and otherwise use the following described land located in Kaysville City, Davis County, State of Utah, for the purpose of or in any way connected with construction, constructing, maintaining, operating, repairing, inspecting or in any way servicing utilities therein:

Utility and Drainage Easement

Part of Lot 6, Kaysville Business Park Phase II, Kaysville City, located in the Northeast Quarter and the Southeast Quarter of Section 33, Township 4 North, Range 1 West, Salt Lake Base and Meridian. Beginning at a point on the south line of said Lot 6, Kaysville Business Park Phase II said point being S. $88^{\circ}53'17''$ E. 25.00 feet along the south line of said Lot 6 from the southwest corner of said Lot 6, thence as follows:

N. $01^{\circ}07'23''$ E. 30.00 feet along the existing 25 foot PUE and Drainage Easement as shown on the subdivision plat for Lot 6, Kaysville Business Park Phase II, Kaysville City (Davis County Records Entry #1127751); thence; thence S. $88^{\circ}53'17''$ E. 446.44 feet to the existing 25 foot PUE and Drainage Easement as shown on the subdivision plat for Lot 6, Kaysville Business Park Phase II, Kaysville City (Davis County Records Entry #1127751); thence S. $25^{\circ}17'19''$ E. 33.49 feet along said easement to the South line of said Lot 6; thence N. $88^{\circ}53'17''$ W. 461.34 feet along the south line of said Lot 6 to the point of beginning.

Contains 13,617 square feet in area, more or less.

Together with all rights of ingress and egress necessary for the full and complete construction, use, occupation and enjoyment hereby granted, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches, roots and other obstructions which may injure or interfere with the construction, use, occupation, or enjoyment of the said utility easement and the installation, operation, maintenance and repair of such utilities.

IN WITNESS WHEREOF, this Agreement and Grant of Easement has been executed as of the day and year first above written and with intent that it shall be recorded in the office of the Davis County Recorder, State of Utah.

KAYSVILLE CITY REDEVELOPMENT
AGENCY, A Utah political subdivision

By: _____
STEVE A. HIATT
Chairman

KAYSVILLE CITY CORPORATION

By: _____
STEVE A. HIATT, Mayor

ATTEST:

DEAN STOREY, Deputy City Recorder

STATE OF UTAH)
 ss.
COUNTY OF DAVIS)

On the ____ day of March, 2016, personally appeared before me STEVE A. HIATT, who being by me duly sworn did say for himself, that he, the said STEVE A. HIATT, is the Chairman of Kaysville City Redevelopment Agency, and that the within and foregoing instrument was signed on behalf of the said Kaysville City Redevelopment Agency by authority of the Board of Directors of Kaysville City Redevelopment Agency and said STEVE A. HIATT duly acknowledged to me that the said Kaysville City Redevelopment Agency executed the same and that the seal affixed is the seal of the said Kaysville City Redevelopment Agency.

NOTARY PUBLIC
Residing at:
My Commission Expires:

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2016, personally appeared before me STEVE A. HIATT, and DEAN STOREY, who being by me duly sworn did say each that he, the said STEVE A. HIATT, is the Mayor of Kaysville City Corporation, Davis County, State of Utah and that he, the said DEAN STOREY, is the Deputy City Recorder of Kaysville City Corporation, and that the within and foregoing instrument was signed on behalf of the said Kaysville City by authority of the City Council of Kaysville City and said STEVE A. HIATT, and DEAN STOREY, each duly acknowledged to me that the said Kaysville City Corporation executed the same and that the seal affixed is the seal of the said Kaysville City.

NOTARY PUBLIC
Residing at:
My Commission Expires:

KAYSVILLE CITY REDEVELOPMENT AGENCY
RESOLUTION NO. _____

AMENDING THE BYLAWS OF THE KAYSVILLE CITY REDEVELOPMENT AGENCY
TO CHANGE THE MEETING DAYS.

WHEREAS, the Kaysville City Redevelopment Agency (the "Agency") has been created to transact the business and exercise all of the powers provided in the Limited Purpose Local Government Entities-Community Development and Renewal Agencies Act (the "Act") Title 17C of the Utah Code, as amended; and

WHEREAS, Bylaws of the Agency have been adopted specifying that meetings of the Agency shall be held on certain Tuesdays on which City Council meetings are held; and

WHEREAS, the days for holding City Council meetings have been changed from Tuesdays to Thursdays; and

WHEREAS, the days for holding Agency meetings should therefore be changed;

BE IT RESOLVED BY THE BOARD OF THE KAYSVILLE CITY REDEVELOPMENT AGENCY:

1. Subsections V.A. Regular Meetings and V.B. Special Meetings of the Bylaws of the Kaysville City Redevelopment Agency are amended as follows:

V. Agency Meetings

A. Regular Meetings

Regular Meetings of the Agency Board shall be held ~~on the third Tuesday of~~ as scheduled each June ~~at 6:00 p.m.~~ in the City Council Room of the Kaysville Municipal Center.

B. Special Meetings

Special Meetings of the Agency Board shall be held as needed to consider matters brought to the Board, ~~on the first or third Tuesdays of each month,~~ before or after ~~the a~~ City Council meeting. Any person who has matters to be considered by the Board shall notify the Executive Director of the matter. The Executive Director shall schedule a special meeting for consideration of the matter on the ~~first or third Tuesday~~ day that works best for the Agency Board and City Council.

2. This Resolution shall take effect upon the date of adoption.

APPROVED AND ADOPTED THIS _____ day of _____, 2016.

Chair, Agency Board

ATTEST:

Secretary

DRAFT

**KAYSVILLE CITY
REDEVELOPMENT AGENCY BOARD**

Minutes of a special meeting of the Kaysville City Redevelopment Agency Board held February 4, 2016 at 6:30 p.m. in the City Council Chambers of the Kaysville City Municipal Center.

Members present: Steve Hiatt, Jake Garn, Dave Adams, Susan Lee, Chris Snell, and Larry Page.

Others present: John Thacker, Dean Storey, Andy Thompson, Lyle Gibson, David Murdock, Sam Brady, Timothy Brandt, and Brad Murdock.

**APPROVAL OF DEVELOPMENT AGREEMENT ON LOT 6 OF THE KAYSVILLE
BUSINESS PARK AT 821 WEST 300 NORTH CONSISTING OF 4.55 ACRES OF REAL
PROPERTY**

Mr. Thacker introduced the item. He explained that an agreement has been prepared for the sale of Lot 6 in the Kaysville Business Park for the construction of an 18,000 square foot office warehouse to be used by Mountainland Supply. The property is owned by the Redevelopment Agency. The Agreement is both for the sale and the development of the property and specifies what the property must be used for.

Mayor Hiatt stated that the negotiations for this use have been taking place for about three years and he is encouraged to have a sales tax producing user interested in the property.

Chris Snell stated that the economic development team has been looking this over for some time and has worked with the developer to configure the site so that it will be satisfactory.

Jake Garn wanted to clarify that there is a timeframe in which the developer must start, being 90 days, and another requirement to finish within 15 months.

Mayor Hiatt stated that if construction had begun but wasn't finished within the 15 months that depending on progress there may be more time allowed or considerations to reconvey the property back to the Agency.

Susan Lee asked for clarification about the funds going to the Agency and if there was any need to transfer funds to the power company

Mr. Thacker stated that the Electric Utility has been made whole. The proceeds from this sale will be paid to the Redevelopment Agency.

Mr. Murdock with Northpoint construction stated that the building includes two stories. The main floor will be for office and showroom and the second floor is a mezzanine of about 3,000 square feet.

Sam Brady stated that the color tones on the building will be charcoal and grey to have some offset. The colors portray their brand.

David Murdock stated that they can complete the project within the 15 months so long as he can get the appropriate city approvals in time to start within 90 days.

Andy Thompson stated that within 90 days, if a permit is applied for it is considered the start of construction and the requirement has been met.

Timothy Brandt of Mountainland Supply stated the building is to be used for the sale and distribution of plumbing supplies to residential and commercial customers.

Dave Adams stated that he has had a good relationship in dealing with Mountainland over the years and feels that they are great to work with and will be a good company to have in Kaysville City. He encouraged Mountainland to keep their yard clean and orderly.

Chris Snell made a motion to approve the Development Agreement, second by Susan Lee.

The vote on the motion was as follows:

Susan Lee, yea
Chris Snell, yea
Larry Page, yea
Dave Adams, yea
Jake Garn, yea

The motion passed unanimously.

APPROVAL OF MINUTES

John Thacker stated that there is a correction needed. Jared Taylor was not at the meeting but rather Chris Snell.

Chris Snell agreed with the correction and made a motion to approve the minutes of December 15, 2015, second by Susan Lee.

The vote on the motion was as follows:

Susan Lee, yea
Chris Snell, yea
Larry Page, yea
Dave Adams, yea
Jake Garn, yea

The motion passed unanimously.

Jake Garn made a motion for adjournment at 6:47 p.m., second by Susan Lee and passed unanimously.