

1. City Council Meeting Agenda

Documents:

[JANUARY 5, 2017 CITY COUNCIL REGULAR MEETING AGENDA PACKET.PDF](#)
[JANUARY 5, 2017 CITY COUNCIL REGULAR MEETING AGENDA.PDF](#)

2. Meeting Audio & Video

- [MEETING AUDIO](#)
- [MEETING VIDEO](#)



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville Business Park Architectural Review Committee will hold a special meeting followed by a regular City Council meeting on Thursday, January 5, 2017, starting at 6:45 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

The agenda shall be as follows:

6:45 p.m. ARCHITECTURAL REVIEW COMMITTEE MEETING

1. Approval of new office warehouse at 340 N 900 W, Kaysville UT – Ed Dayton, KK Mechanical.

7:00 p.m. CITY COUNCIL MEETING

1. Opening – Council Member Susan Lee.
2. Volunteer of the Season – Council Member Chris Snell.
3. Employee Award Presentation – Mayor Steve Hiatt.
4. Call to the Public.
5. Preliminary and Final Plat for the WCP Kaysville Condominium Subdivision at 2025 W 200 N, Kaysville UT. – Matt West, WCP Investments.
6. Preliminary Plat for the 40 E Crestwood PUD Subdivision. – Flint Barber
7. Pioneer Park Consulting Agreement – Cole Stephens.
8. Shepherd Lane sidewalk bid.
9. Parking proposal discussion.
10. Cell tower lease with American Tower Asset.
11. Council Member Reports.
12. Minutes.
13. Calendar.
14. Adjournment.

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

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on December 30, 2016.

Maria Devereux
Maria T. Devereux
City Recorder



Kaysville Business Park Architectural Review Committee Staff Report

Kaysville Business Park No. 18 Amended Lot 1C January 5, 2016

New Warehouse Building Development

Owner / Applicant: KK Mechanical – Ed Dayton and Kim Keller
Address: 340 North 900 West or 875 W. 350 North
Property Size: 1.52 acres

Description:

The proposed development is for a warehouse building with a footprint of 24,205 sq. ft. It consists of 4 separate spaces of 6,051 sq. ft. each. Currently there are no proposed tenants or users for the spaces.

The site includes 23 parking stalls, 2 of which are handicap spaces. This equates to 5.75 stalls per space. Each suite includes about 750 sq. ft. of office. The covenants require 3.5 stalls per 1,000 sq. ft. of office or 11 stalls plus an extra 1.2 stalls per employee working in the warehouse space during the highest shift. There are 12 stalls in excess of that which is required beyond the office area or 3 stalls for the warehouse space in each unit.

The setback of the building from property lines along a street determines how close any improvements can be to that property line. Along 900 West the building is set back 112' feet which per 5.2 of the Business Park Development standards allows improvements (such as parking) to be as close as 10 ft. to the property line meaning extra landscaping has been provided in this area. Along 350 North Street the building is set back 50 ft. at its closest point but the property widens to the east where the building is set back as much as 87 ft. from the property line. At the 50 ft. setback section 5.2 would require that the landscape buffer be at least 20 ft., however from the 87 ft. setback the landscape buffer would only be required to be 11 ft. In an effort to make the spacing work with the proposed building this landscape buffer along the north side of the property increases in size as the lot widens. The building setback is an average of 68 ft. from the 350 North property line which would require an average 16 ft. buffer if averaging is appropriate. The landscaping buffer in question is as small as 10 ft. and as large as 33 ft. it averages to be about 21 ft. which exceeds the minimum buffer requirement.

The site includes 19,200 sq. ft. of landscaping. The covenants require that there be 30 trees per acres of landscaping. The 19,200 sq. ft. of landscaping requires that there be 14 trees on site. The plan currently indicates 12 trees on site, 2 shy of the minimum requirement. Tree species and sizes will be verified with final plans to ensure compliance with the covenants.

There are 2 access driveways each along 350 North Street. The drive approach as shown on the east side of the property is nearly 65 ft. in width. 17-32-2, 5.3

A black powder coated, steel tube sign is proposed near the on-site retention pond facing 900 West Street. The sign is 9 ft. 1 in. tall by 6 ft. 2 in. wide or about 57 sq. ft. This is well within the limits of the LI zone and consistent with the permitted signage requirements of the Business Park Development Standards.

The project appears to be similar to other development within the business park as to the uses it would accommodate. It is also similar in architectural style and materials to other existing buildings in the park and appears to meet the requirement for a horizontal appearance with the use of building materials that convey permanence, substance, and restraint, and blend with buildings existing in the adjacent area of the Park. It will be extremely similar to the recently approved and currently under construction building on lot 117c also being developed by Kim Keller.

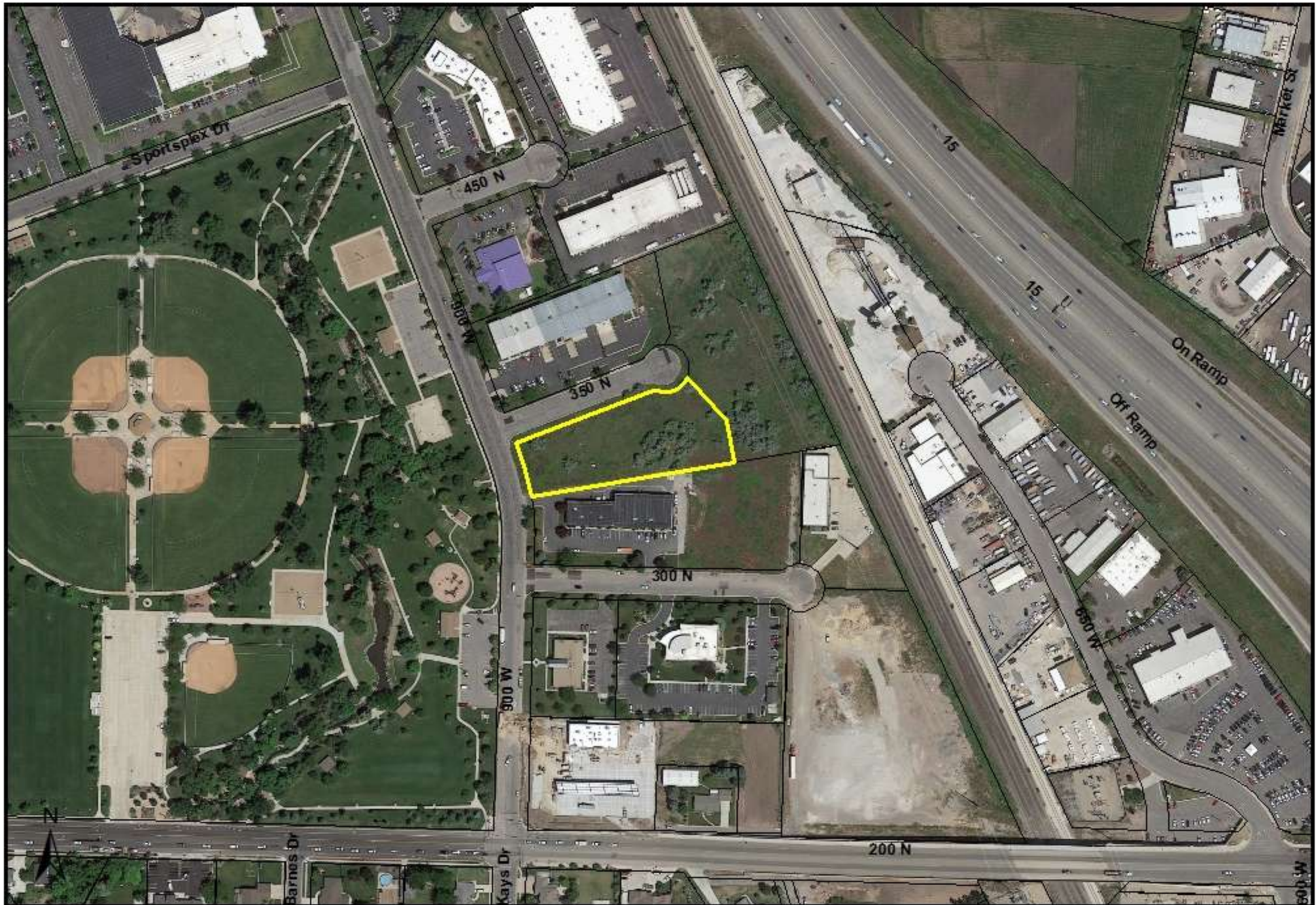
The details provided have been reviewed by City Staff without indication of major concerns. Additional details will be reviewed at time of building permit.

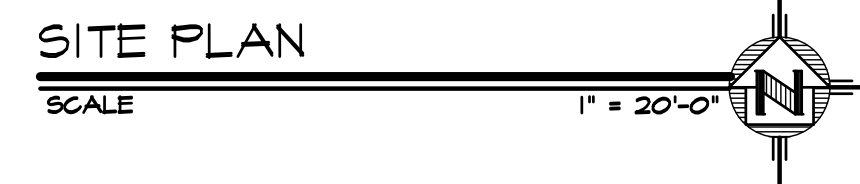
Recommendation:

If averaging the distance of the parking area from the 350 North property line, staff recommends approval of the proposed project subject to including at least 2 additional trees on the final landscape plan, overall sign height be reduced to 8 ft., per section III A (2), and the drive approach on the east side of the property be reduced to 38 ft.

Attachment 1:	Location Map
Attachments 2-5:	Plans of proposed project.

340 North 900 West - Bus. Park #18 Lot 1C





TOTAL LOT AREA	=66,254 S.F.	1.52 ACRE
LANDSCAPING AREA	=19,206 S.F.	(29%)
TOTAL BUILDING AREA	=24,205 S.F.	(37%)
HARD SURFACE AREA	=22,843 S.F.	(34%)
PARKING STALLS	=23 (2 HANDICAP STALLS)	

ARCHITECTURAL SITE PLAN

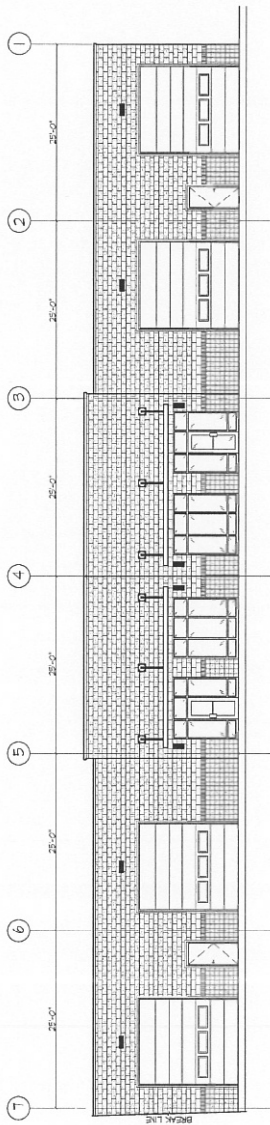
RIDGELINE DESIGN
ARCHITECTS

2485 Grant Ave. suite 105 Ogden, Ut. 84401
Phone 801-392-6882 Fax 801-621-1494

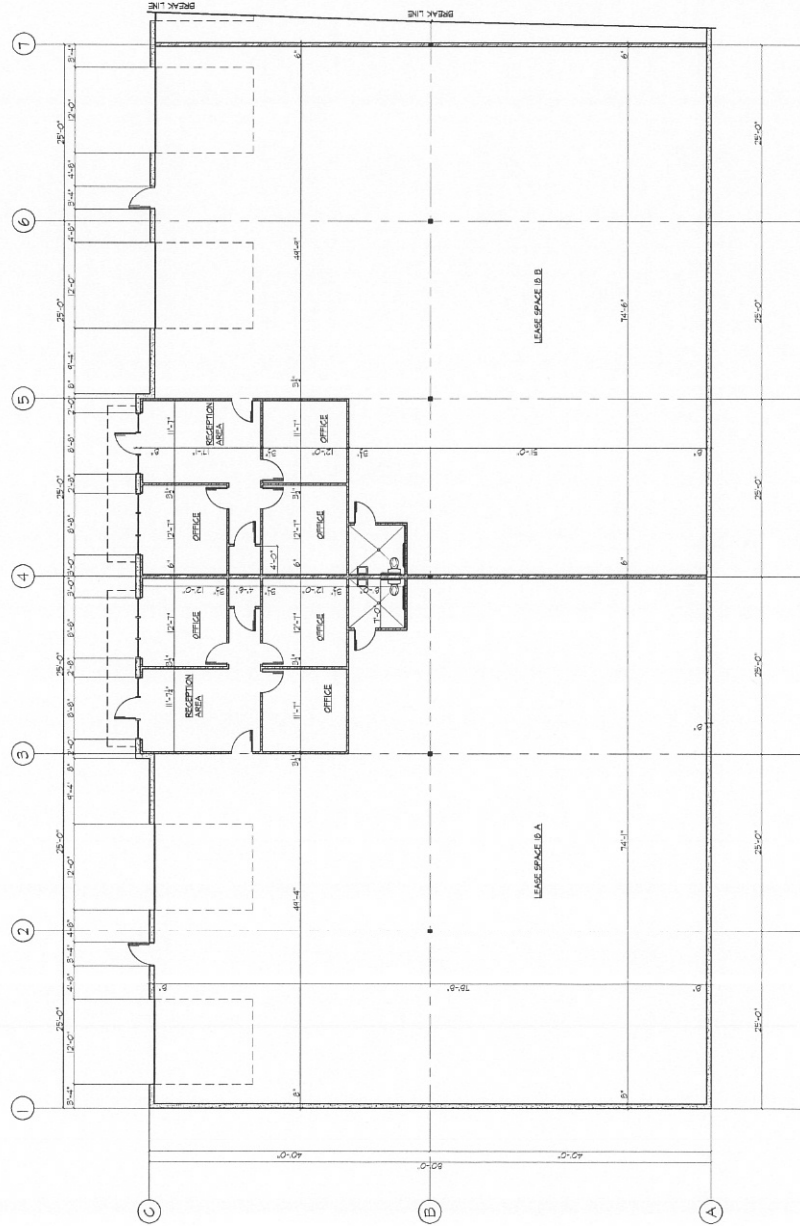
date: 12-10-16 job no: 1636 revisions:

project:
SILVERCREEK KAYSVILLE LOT 18
KAYSVILLE UT

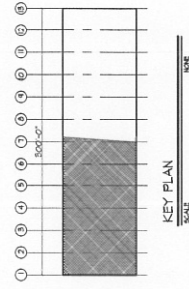
3



PARTIAL ELEVATION PLAN
SCALE 1/8"=1'-0"

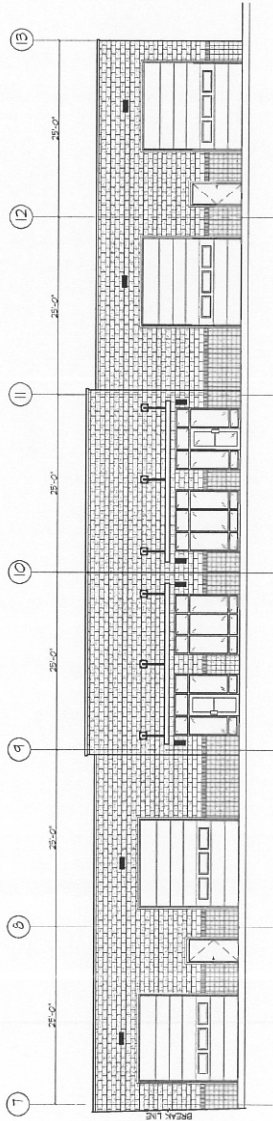


PARTIAL FLOOR PLAN
SCALE 1/8"=1'-0"

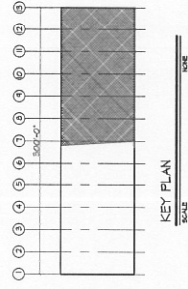
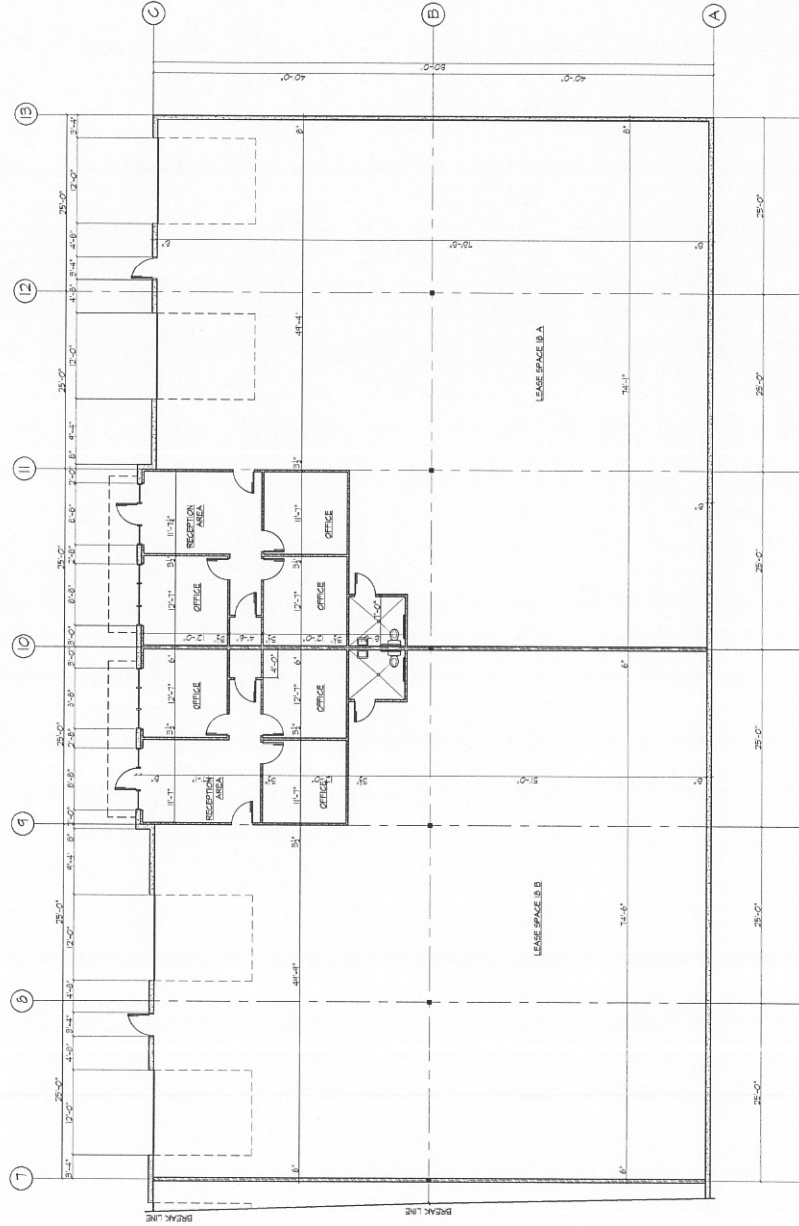


KEY PLAN
SCALE

PARTIAL FLOOR & ELEVATION		1
RIDGELINE DESIGN ARCHITECTS 1708 E. 5500 S. 2ND SOUTH CROSS, OF 10433 PHOENIX 850-421-1043	PROJECT SILVERCREEK KAYSVILLE LOT 18 SUNBELT	DATE 11-01-16 ISSUE 1.00



PARTIAL ELEVATION PLAN
SCALE: 1/8"=1'-0"



PARTIAL FLOOR & ELEVATION		2
RIDGE LINE DESIGN ARCHITECTS 1700 E. 5000 S. #100 SOUTH OGDEN, UT 84403 Phone: 801-301-4882 Fax: 801-301-1494		
date: 11-01-16 sheet: 18.36 project: SILVERCREEK KAYSVILLE LOT 18 location: KAYSVILLE, UT		



Proposed Material and Color.



City Council Staff Report

Preliminary and Final Plat for the WCP Kaysville Condominium Subdivision January 5, 2017

Applicant/Owner: WCP Investments, LLC – Matt West
Location: 2025 West 200 North
Zone: GC (General Commercial)

Description:

WCP Investments, LLC has been building the new West Kaysville Medical Building just west of Angel Street on 200 North Street. The building itself was approved as a permitted use with the anticipation that the building may be condominiumized so that individual units could be owned separately. The proposed plat does not modify anything on the site that has previously been approved through the site review and building permit process.

A final plat has been submitted that identifies the common areas in the parking and within the building and 2 separate units in the building. In addition to the plat documents, a copy of the proposed covenants for the condominium has been submitted to establishing an entity responsible for taking care of the common areas on the property.

Recommendation:

The Planning Commission voted unanimously to recommend approval of the preliminary and final plat for the WCP Kaysville Condominium Subdivision as proposed during the public hearing held 12/8/2016.

Reasoning:

The proposed condominium plat is in compliance with City Ordinances, specifically 19-2-6 Condominium Projects – Subdivision.

Attachment 1: Location Map
Attachment 2: Condominium Plat (2 pages)

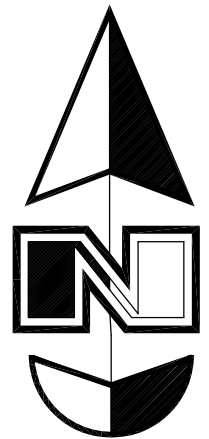
WCP Kaysville Condominium Subdivision



WCP Kaysville Condominium

Lot 202, Charly's Acres #2 Second Amended Subdivision
A part of the Southwest Quarter of Section 32, T4N, R1W, SLB&M, U.S. Survey
Kaysville City, Davis County, Utah

Scale : 1" = 30'



$\Delta = 1^{\circ}32'32''$
 $R = 914.93'$
 $L = 24.62'$
 $LC = 24.62'$
 $N 89^{\circ}25'01'' E$

200 North Street

(Paved Public Highway)

Angel Street
(Paved Public Highway)

Lot 203
Terraventure Development

$\Delta = 0^{\circ}33'15''$
 $R = 822.93'$
 $L = 7.96'$
 $LC = 7.96'$
 $N 88^{\circ}22'08'' E$

$\Delta = 3^{\circ}25'15''$
 $R = 785.93'$
 $L = 46.92'$
 $LC = 46.92'$
 $N 86^{\circ}22'53'' E$

Access, ingress/egress Easement
recorded May 20, 2016 as Entry No.
2940094 in Book 6521 at Page 1217

$\Delta = 0^{\circ}18'42''$
 $R = 722.93'$
 $L = 3.93'$
 $LC = 3.93'$
 $N 84^{\circ}30'54'' E$

Storm Drain Easement recorded May
20, 2016 as Entry No. 2940092 in
Book 6521 at Page 1202

Point of
Beginning

Charly's Acres #2 Second Amended Subdivision

$\Delta = 5^{\circ}49'44''$
 $R = 681.93'$
 $L = 69.37'$
 $LC = 69.34'$
 $S 87^{\circ}16'25'' W$

Legend

- PUE Public Utility Easement
- Section Corner
- Property Line
- Centerline
- Section Line
- Right of Way Line
- Private Ownership
- Common Area

KAYSVILLE CITY ATTORNEY

Approved by the KAYSVILLE City Attorney
this day of , 20 .

Signature

KAYSVILLE CITY APPROVAL

This is to certify that this plat and dedication of this plat were
duly approved and accepted by the City Council of KAYSVILLE City, Utah
this day of , 20 .

Attest: City Recorder

Mayor

KAYSVILLE CITY ENGINEER

I hereby certify that I have carefully investigated the
lines of Survey of the foregoing plat and legal description
of the land embraced therein and find them to be correct
and to agree with the lines and monuments on record in
this office.
Signed this day of , 20 .

Signature

KAYSVILLE CITY PLANNING COMMISSION

Approved by the KAYSVILLE City Planning Commission on
this day of , 20 .

Chairperson

NARRATIVE

This Survey and Condominium was requested by WeeCare Pediatrics to create
condominium units.

This Survey retraces and honors Charly's Acres #2 Second Amended subdivision
by Anderson Wahlen & Associates.

A line between monuments found for the Southwest Corner and the West Quarter
Corner of Section 32 was assigned the Davis County Survey bearing of $N 0^{\circ}05'30'' E$
as the basis of bearing for this survey.

SURVEYOR'S CERTIFICATE

I, Bruce D. Pimper, a Professional Land Surveyor in the State of Utah, do hereby certify that I have
surveyed WCP Kaysville Condominium, a condominium project in Davis County, Utah, as show herein. I
further certify that the description correctly describes the property on which has been, or will be,
constructed "WCP Kaysville Condominium," that this Condominium Plat consisting of 2 sheets, was prepared
in accordance with the "Utah Condominium Ownership Act," and represents a true and accurate map of the
buildings, to the best of my knowledge and belief.

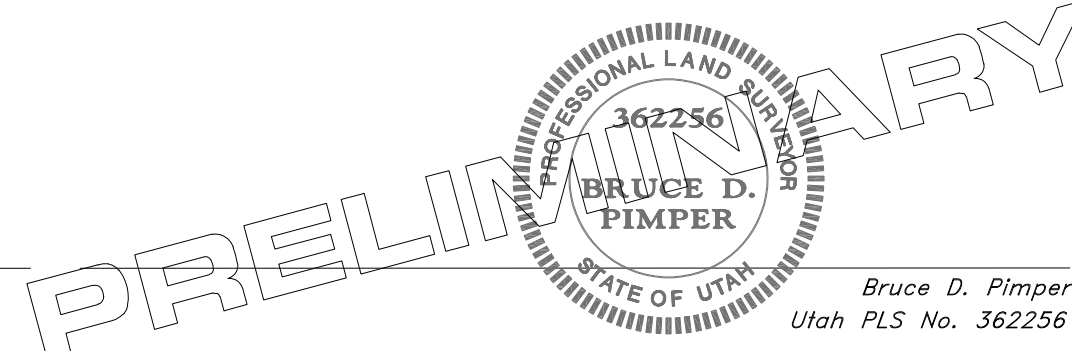
East Quarter of Section 32,
T4N, R1W, SLB&M, U.S. Survey
(found monument)

BOUNDARY DESCRIPTION

All of Lot 202 of Charly's Acres #2, Second Amendment Subdivision, in Kaysville City, Davis County, Utah lying
within the Southwest Quarter of Section 32, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S.
Survey:

Beginning at the lot corner common to Lots 201, 202 and 203 of said subdivision, located 739.47 feet South
 $0^{\circ}05'30''$ West along the Section Line; 1644.33 feet South $89^{\circ}54'30''$ East; 676.98 feet North $52^{\circ}34'57''$ East; and
150.26 feet North $37^{\circ}44'01''$ West from the West Quarter Corner of said Section 32; and running thence along the lot
lines common to Lots 202 and 203 the following ten courses: South $52^{\circ}14'43''$ West 57.12 feet; North $89^{\circ}48'43''$
West 11.32 feet to a point of curvature; Westerly along the arc of a 681.93 foot radius curve to the left a distance
of 69.37 feet (Central Angle equals $5^{\circ}49'44''$ and Long Chord bears South $87^{\circ}16'25''$ West 69.34 feet); North $5^{\circ}38'27''$
West 41.00 feet; Easterly along the arc of a 722.93 foot radius curve to the right a distance of 3.93 feet (Center
bears South $5^{\circ}38'27''$ East, Central Angle equals $0^{\circ}18'42''$ and Long Chord bears North $84^{\circ}30'54''$ East 3.93 feet);
North $5^{\circ}19'45''$ West; Easterly along the arc of a 785.93 foot radius curve to the right a distance of 46.92 feet
(Center bears South $5^{\circ}19'45''$ East, Central Angle equals $3^{\circ}25'15''$ and Long Chord bears North $86^{\circ}22'53''$ East 46.92
feet); North $1^{\circ}54'30''$ West 37.00 feet; Easterly along the arc of a 822.93 foot radius curve to the right a distance of
7.96 feet (Center bears South $1^{\circ}54'30''$ East, Central Angle equals $0^{\circ}33'15''$ and Long Chord bears North $88^{\circ}22'08''$
East 7.96 feet); and North $1^{\circ}21'15''$ West 92.00 feet to the South Line of 200 North Street; thence along the
Southern Line of said 200 North Street the following three courses: Easterly along the arc of a 914.93 foot radius
curve to the right a distance of 24.62 feet (Center bears South $1^{\circ}21'15''$ East, Central Angle equals $1^{\circ}32'32''$ and
Long Chord bears North $89^{\circ}25'01''$ East 24.62 feet) to a point of tangency; South $87^{\circ}50'06''$ East 144.94 feet; and
South $89^{\circ}48'43''$ East 119.90 feet to the lot line common to Lots 201 and 201; thence along said common line the
following three courses: South $0^{\circ}11'17''$ West 13.29 feet; South $52^{\circ}14'43''$ West 274.76 feet; and South $37^{\circ}44'01''$
East 13.50 feet to the point of beginning.

Contains 42,795 sq. ft.
or 0.982 acre
2 Units



Date

Bruce D. Pimper
Utah PLS No. 362256

Owner's Dedication

Know all men by these presents that we, the undersigned owners of the hereon described tract of
land, do hereby sign this dedication, certifying that said owners have caused a survey to be made and this
Condominium Plat, WCP Kaysville Commercial Condominiums, a Utah condominium project located on said
tract on land, to be prepared, and that said owners do hereby consent to the recordation of this
Condominium Plat in accordance with the Utah Condominium Ownership Act.

In witness whereby I have hereunto set My hand this Day of AD, 20 .

WCP Investments, LLC

by:

Its:

Acknowledgment

State of

County of

ss

On the day of , 20 , personally appeared before me of WCP
who being by me duly sworn did say that he is the
Investments, LLC, by authority of its members or its articles of organization, and he acknowledged to me
that said company executed the same.

Residing in County,
Commission Expires:
Commission Number:

Print Name

A Notary Public

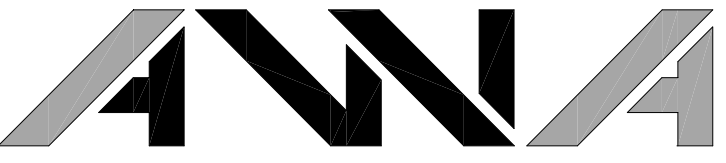
DAVIS COUNTY RECORDER

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

DAVIS COUNTY RECORDER

BY:

DEPUTY



ANDERSON WAHLEN & ASSOCIATES

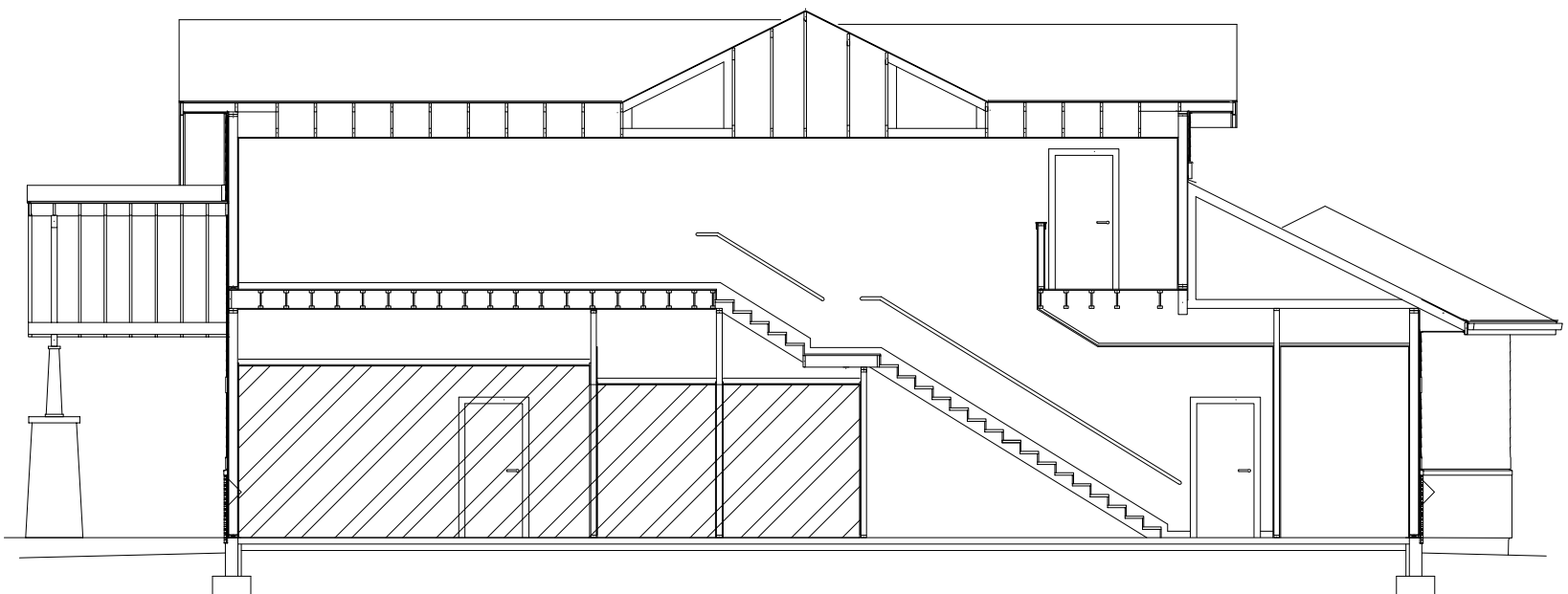
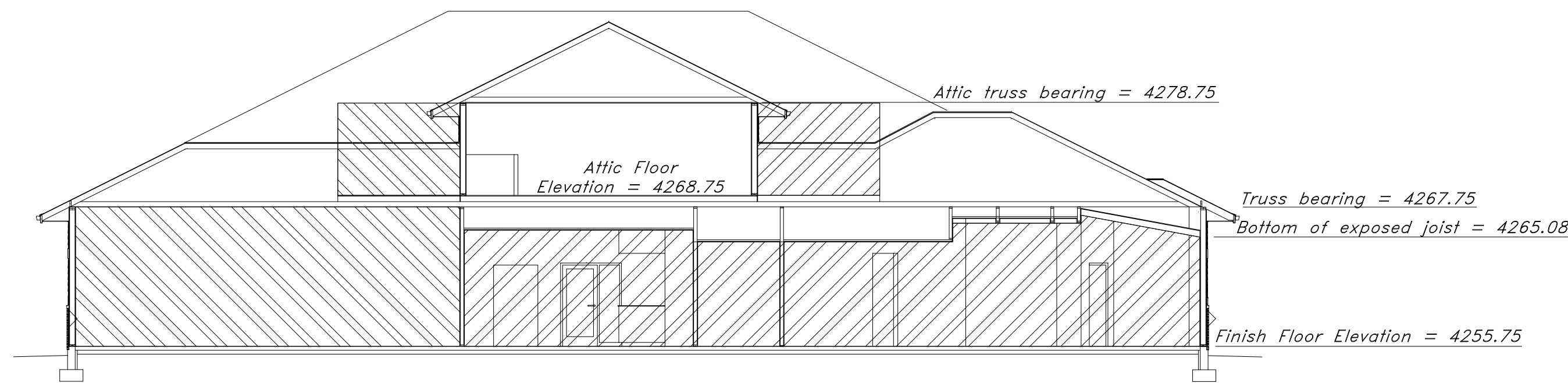
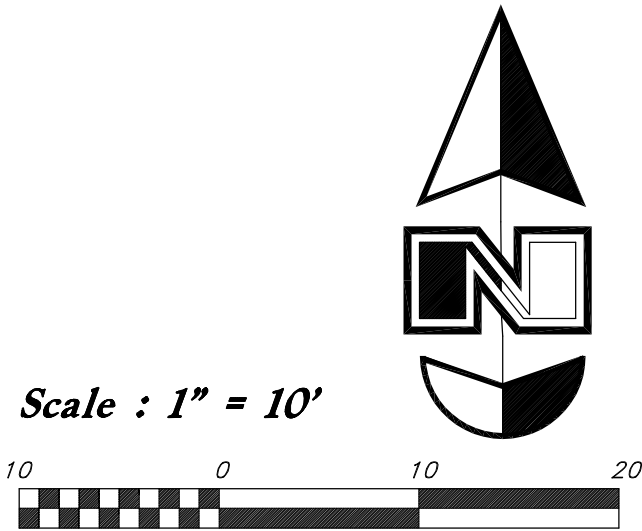
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 - AWAengineering.net

WCP Kaysville Condominium

Lot 202, Charly's Acres #2 Second Amended Subdivision
A part of the Southwest Quarter of Section 32, T4N, R1W, SLB&M, U.S. Survey
Kaysville City, Davis County, Utah

Benchmark

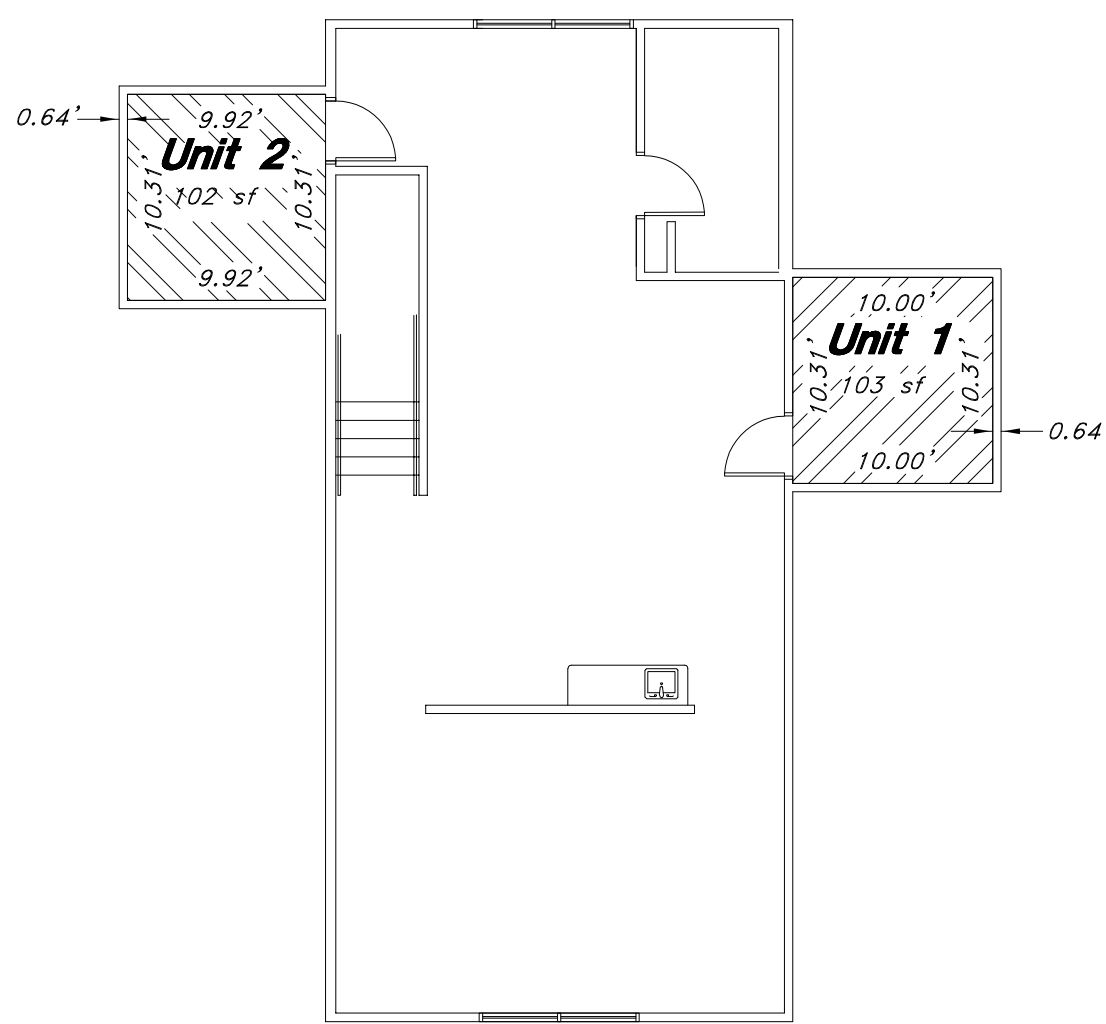
Brass Cap Monument for the Southwest Corner of Section 32, T4N, R1W, SLB&M
Elevation = 4227.64 feet
Davis County Surveyor Tie Sheet, Published 4/10/1990
Observed 11/06/2015



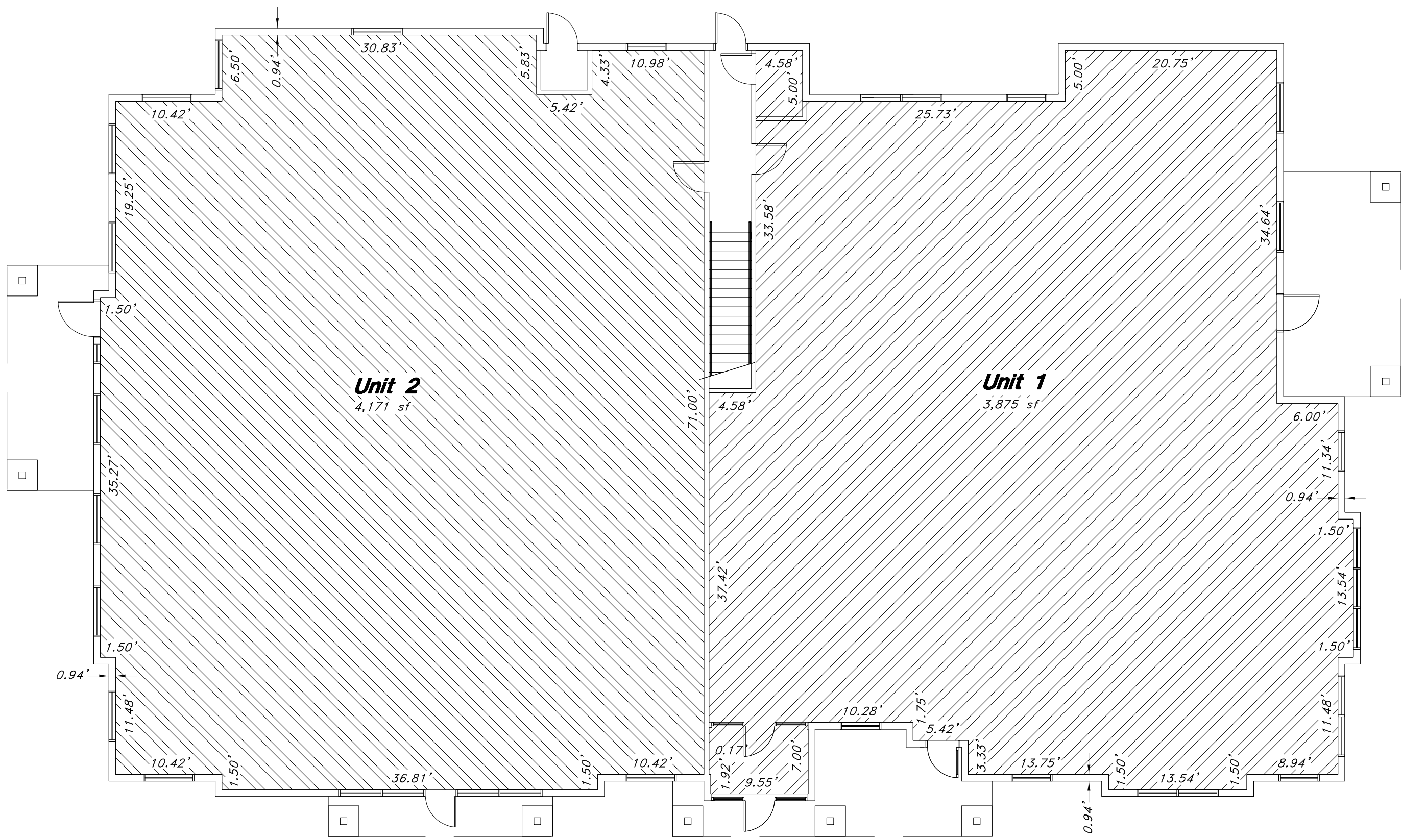
Legend

- PUE Public Utility Easement
- Section Corner
- Property Line
- Centerline
- Section Line
- Right of Way Line
- Private Ownership
- Common Area

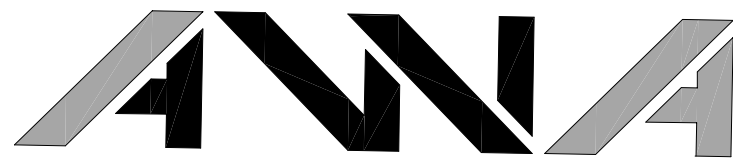
All layout and dimensions shown hereon are measured from electronic drawings supplied to AWA by Rather Architecture and depict interior floor space dimensions. No significant changes are anticipated during construction.



Attic Floor

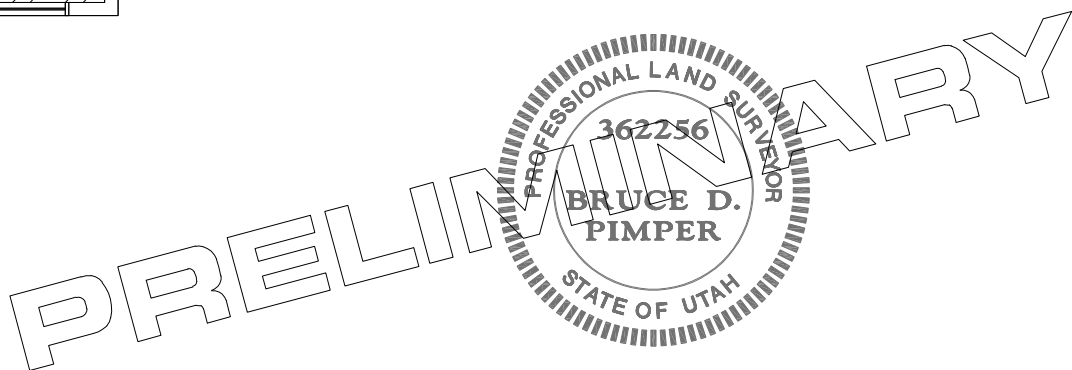


Main Floor



ANDERSON WAHLEN & ASSOCIATES

2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 - AWAengineering.net



DAVIS COUNTY RECORDER

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

DAVIS COUNTY RECORDER

BY: _____
DEPUTY



City Council Staff Report

Preliminary Plat for the 40 Crestwood PUD Subdivision at 40 East Crestwood Road. January 5, 2017

Applicant/Owner: Brian Neville
Zone: R-M (Residential Multi-Family)

Description:

In October of 2016 the City Council approved of the PRUD overlay zone subject to approval of the plat for a six unit subdivision at the subject address.

The applicant has since put together a plat document showing the layout of 2 buildings each with 3 units as was originally proposed during the PRUD overlay zone discussion. The current plat indicates that the buildings would be platted separately but each unit would not. In short as currently proposed each building could be owned separately but each unit could not. A homeowners association would be created to take care of the common areas.

The plat shows the lot lines for the buildings 25 feet from Crestwood Road and 8 feet from neighboring property lines to the east and west. The buildings actually encroach into this space by a few feet with cantilevers therefore truly seeking a 6 ft. setback on the east and west and a 23 feet setback on the north. The center drive is 26 ft. with a guest parking area at the back of the lot.

Staff has reviewed the proposed plat and site plan and feels comfortable that the plat and proposed plat can be considered for preliminary approval if the Unit A and Unit B configuration is acceptable as opposed to the originally perceived 6 lot subdivision. Some minor modifications may need to be made to the plat or site plan pending a determination on appropriate setbacks between neighboring properties and the street.

Recommendation:

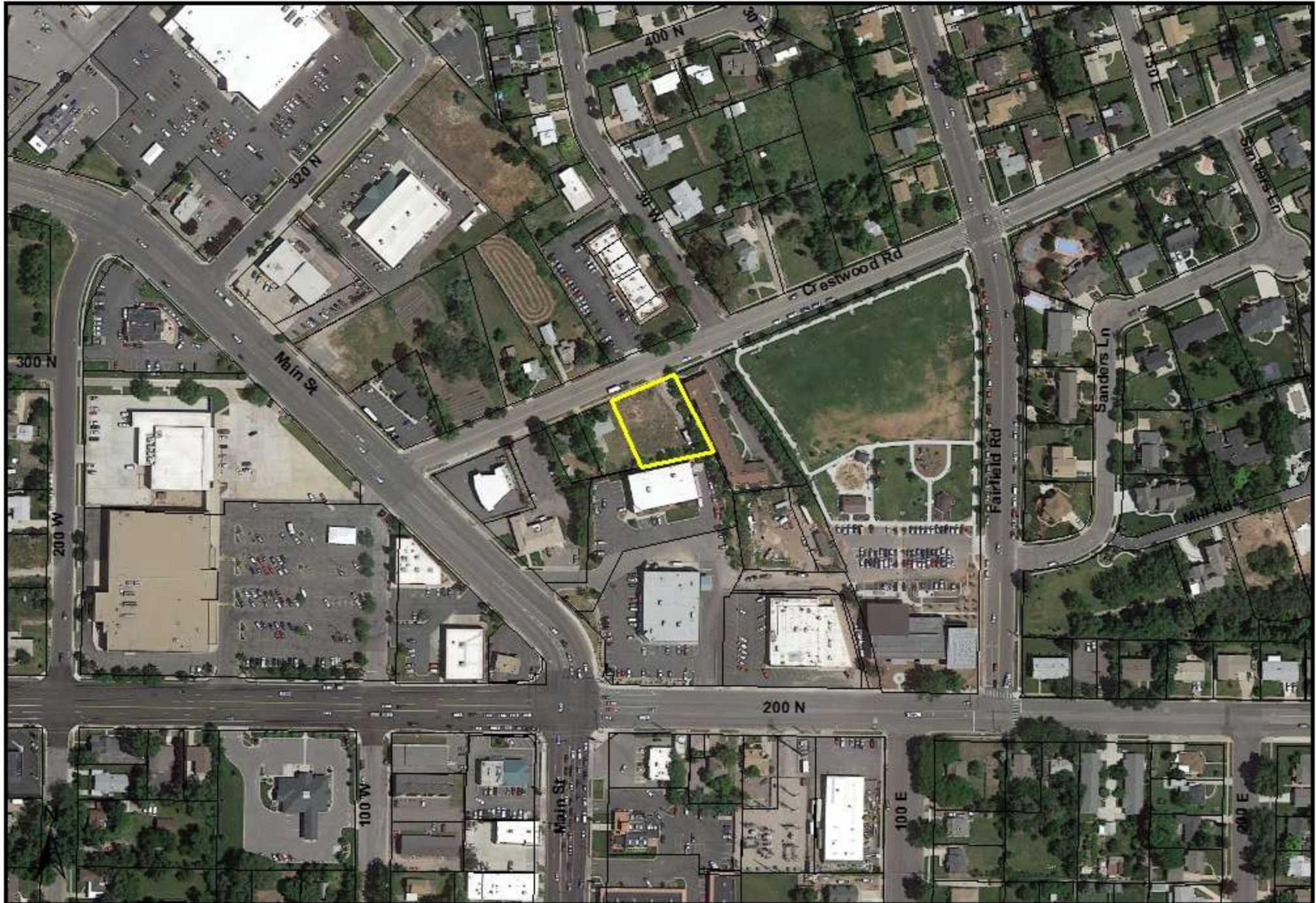
The Planning Commission voted to recommend approval of the Preliminary Plat for the 40 Crestwood PUD Subdivision with final setbacks to be determined at final plat review. The City Council should also provide direction regarding the building setbacks to be verified at final plat.

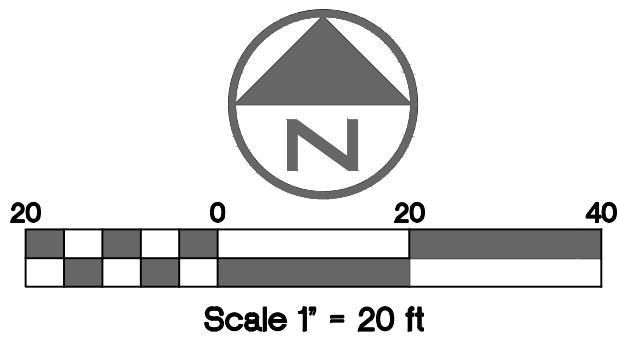
Reasoning:

If the Unit A and Unit B configuration is in line with the expectations of the PRUD overlay zone for promoting better development, the plat document is consistent with the Kaysville City Subdivision Ordinance and acceptable as a preliminary plat.

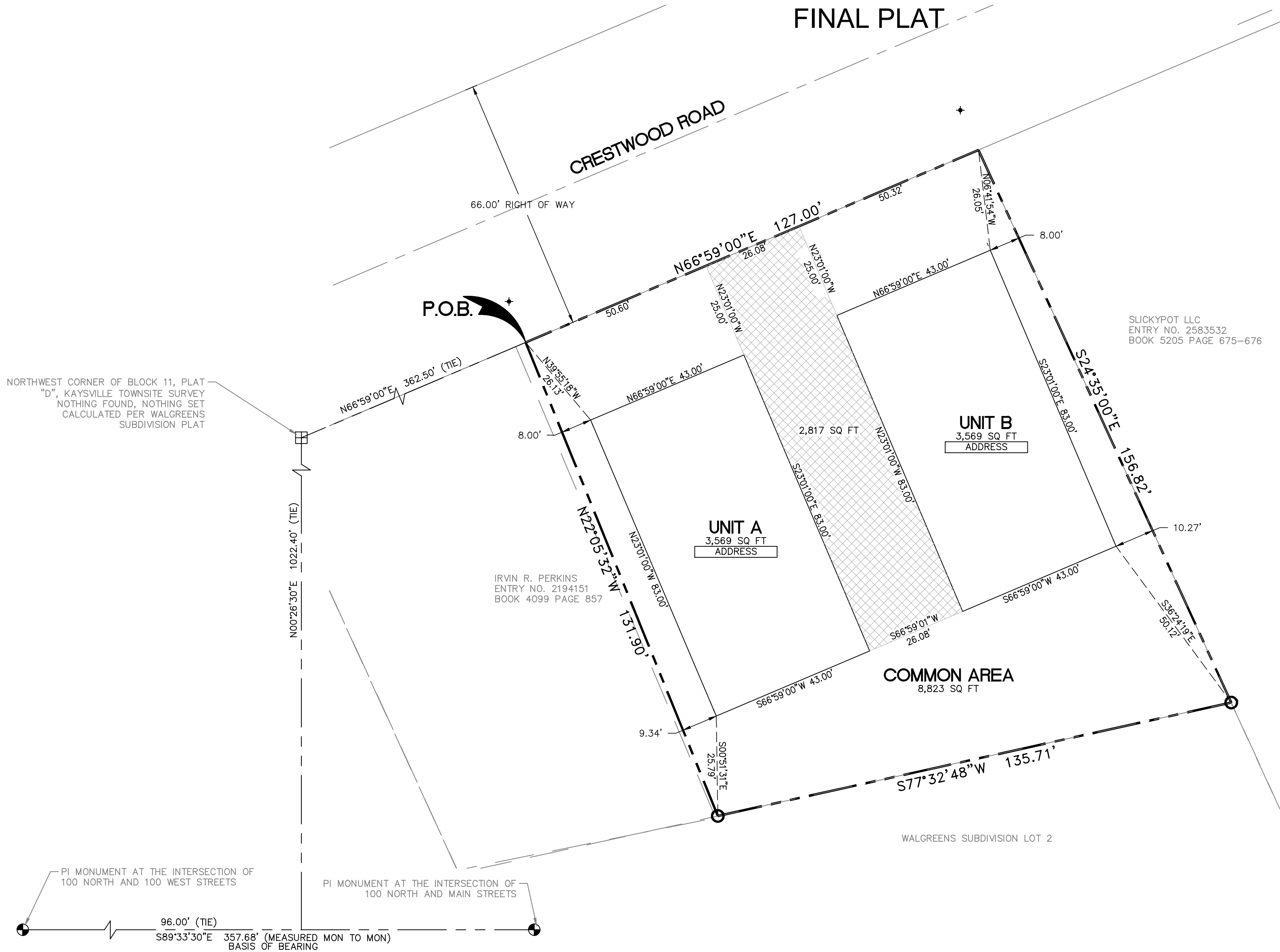
Attachment 1:	Area Map
Attachment 2:	Proposed Plat
Attachments 3-4:	Site Plans
Attachments 5-10:	Elevation Drawings and Floor Plans

40 East Crestwood Road





40 CRESTWOOD P.U.D.
A PART OF BLOCK 11, PLAT "D", KAYSVILLE TOWNSITE SURVEY
LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4
NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH
FINAL PLAT



LEGEND

- SECTION LINE
- FOUND MONUMENT
- SET 5/8 REBAR AND CAP (WILDLING ENGINEERING) PROPERTY LINE
- SET CURB RIVET AT PROPERTY LINE EXTENSION
- LIMITED COMMON AREA

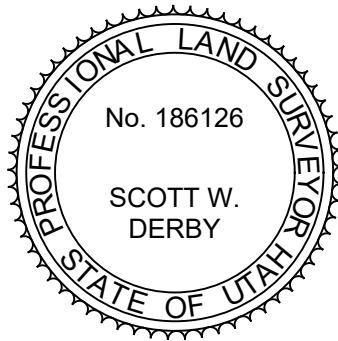
SURVEYOR'S CERTIFICATE:

I, SCOTT W. DERBY, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 186126 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY THE AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND THAT I HAVE SUBDIVIDED SAID TRACT OF LAND INTO UNITS AND COMMON AREAS, HEREAFTER TO BE KNOWN AS:

40 CRESTWOOD P.U.D.

A PART OF BLOCK 11, PLAT "D", KAYSVILLE TOWNSITE SURVEY

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.



BOUNDARY DESCRIPTION:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF BLOCK 11, PLAT "D", KAYSVILLE TOWNSITE SURVEY, SAID POINT BEING NORTH 66°59'00" EAST, ALONG SAID NORTHERLY LINE, 362.50 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 11, (THE NORTHWEST CORNER OF SAID BLOCK 11 BEING SOUTH 89°33'30" EAST, ALONG THE MONUMENT LINE OF 100 NORTH STREET, 96.00 FEET AND NORTH 00°26'30" EAST 1022.40 FEET FROM THE PI MONUMENT AT THE INTERSECTION OF 100 NORTH AND 100 WEST STREETS) AND RUNNING THENCE NORTH 66°59'00" EAST, ALONG SAID NORTHERLY LINE OF BLOCK 11, 127.00 FEET; THENCE SOUTH 24°35'00" EAST 156.82 FEET TO THE NORTH BOUNDARY LINE OF WALGREENS SUBDIVISION, RECORDED AS 3922 IN THE OFFICIAL RECORDS OF THE DAVIS COUNTY RECORDERS OFFICE; THENCE SOUTH 77°32'48" WEST, ALONG SAID SUBDIVISION LINE, 135.71 FEET; THENCE NORTH 22°05'32" WEST 131.90 FEET TO THE NORTHERLY LINE OF SAID BLOCK 11 AND THE POINT OF BEGINNING.

CONTAINS 18,778 SF OR 0.431 ACRES, MORE OR LESS

BASIS OF BEARING:

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 89°33'30" EAST FROM THE MONUMENT AT THE INTERSECTION OF 100 NORTH AND 100 WEST STREETS TO THE MONUMENT AT THE INTERSECTION OF 100 NORTH AND MAIN STREET.

OWNER'S DEDICATION:

WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO UNITS AND COMMON AREAS TO BE HERE AFTER KNOWN AS:

40 CRESTWOOD P.U.D.

A PART OF BLOCK 11, PLAT "D", KAYSVILLE TOWNSITE SURVEY

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO DEDICATE TO KAYSVILLE CITY ALL COMMON AREAS AS PUBLIC UTILITY EASEMENTS FOR PERPETUAL USE IN THE INSTALLATION, OPERATION, AND MAINTENANCE OF ANY AND ALL UTILITIES NECESSARY TO SERVE THIS AREA AND ADJOINING AREAS. ADDITIONALLY, SAID OWNERS CONSENT TO CREATE AN OWNERS ASSOCIATION TO PRESERVE AND MAINTAIN THE PARKING AREAS AND COMMON AREAS SHOWN HEREON, AND DO DEDICATE COMMON AREAS TO SAID OWNERS ASSOCIATION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF ____, A.D. 20__

BRIAN NEVILLE

FLINT BARBER

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF DAVIS

ON THIS ____ DAY OF ____, IN THE YEAR 20__, BEFORE ME ____ PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF DAVIS

ON THIS ____ DAY OF ____, IN THE YEAR 20__, BEFORE ME ____ PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

40 CRESTWOOD P.U.D.

A PART OF BLOCK 11, PLAT "D", KAYSVILLE TOWNSITE SURVEY
LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH
FINAL PLAT

DAVIS COUNTY RECORDER

ENTRY NO. ____ FEE PAID ____
FILED FOR RECORD AND RECORDED THIS ____ DAY
OF ____ 20__ AT ____ IN BOOK ____
OF OFFICIAL RECORDS PAGE ____

DAVIS COUNTY RECORDER

BY: ____ DEPUTY RECORDER

G:\DATA\16199 Knowlton Kaysville\dwg\16199 40 Crestwood Road Plat.dwg
PLOT DATE: Nov 28, 2016



SOUTH DAVIS SEWER DISTRICT

APPROVED THIS ____ DAY OF ____
AD, 20__
BY: _____

REPRESENTATIVE

PLANNING COMMISSION

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

CHAIRMAN, KAYSVILLE CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS ____ DAY OF ____
AD, 20__
BY THE KAYSVILLE CITY ENGINEER.

KAYSVILLE CITY ENGINEER

CITY ATTORNEY'S APPROVAL

APPROVED THIS ____ DAY OF ____
AD, 20__
BY THE KAYSVILLE CITY ATTORNEY.

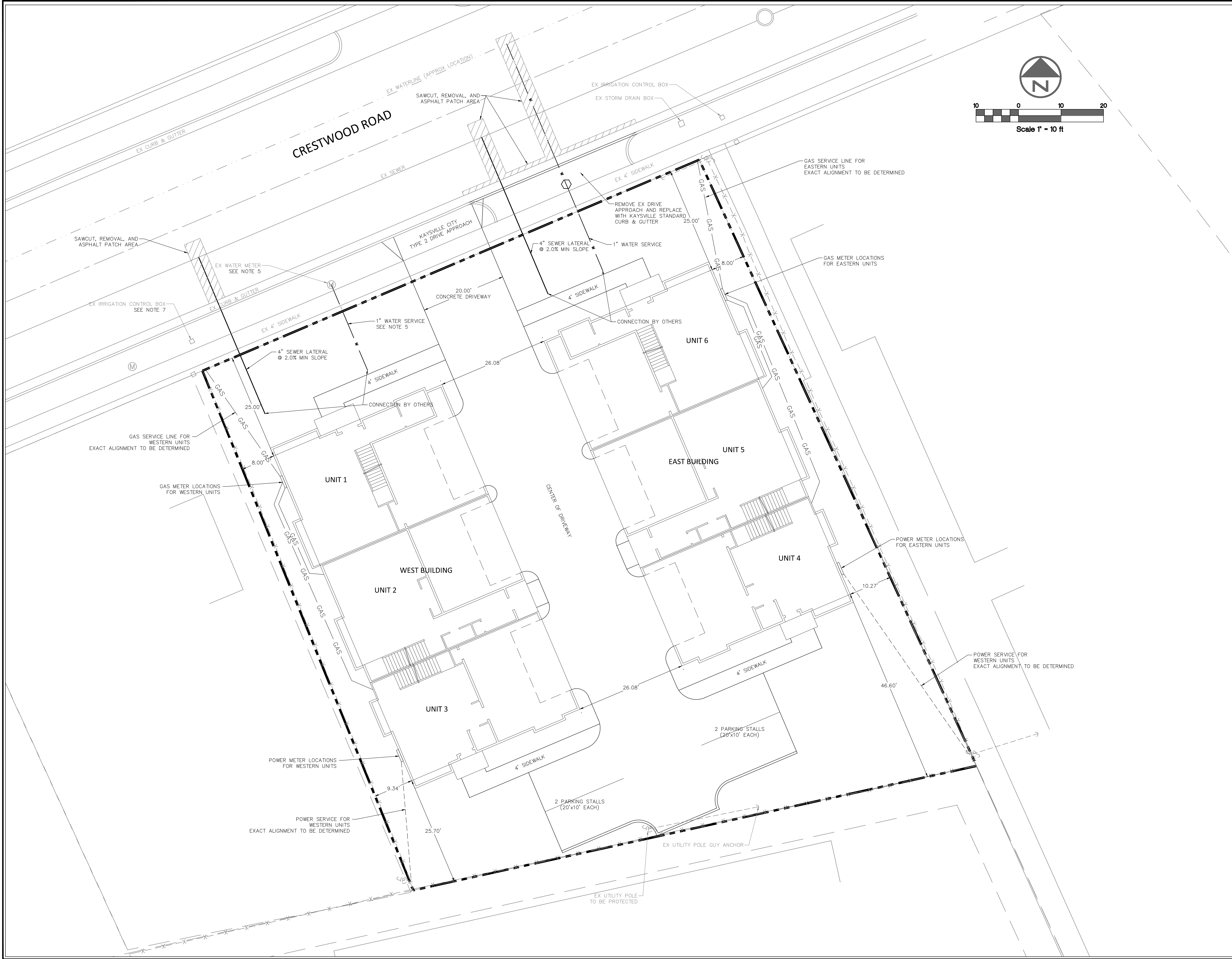
BOUNTIFUL CITY ATTORNEY

CITY COUNCIL APPROVAL

PRESENTED TO THE KAYSVILLE CITY COUNCIL
THIS ____ DAY OF ____, 20__ AT WHICH
TIME IT WAS APPROVED AND ACCEPTED

ATTEST: CITY RECORDER

MAYOR





WILDING

ENGINEERING

14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
801.553.8112
WWW.WILDINGENGINEERING.COM

- DRAWING NOTES:**
1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH KAYSVILLE CITY STANDARDS AND SPECIFICATIONS.
 2. ALL SEWER CONSTRUCTION TO BE IN ACCORDANCE WITH CENTRAL DAVIS SEWER DISTRICT STANDARDS AND SPECIFICATIONS.
 3. PAVEMENT REPAIR IN CRESTWOOD ROAD SHALL MATCH EXISTING, BUT SHALL BE 3" MINIMUM ASPHALT OVER 8" MINIMUM ROADBASE.
 4. CURB & GUTTER REPLACEMENT ALONG CRESTWOOD SHALL MATCH EXISTING.
 5. THE EXISTING WATER SERVICE LOCATED IN THE WEST SIDE OF THE PARCEL MAY POTENTIALLY BE USED FOR THE WEST BUILDING IF IT IS AT LEAST 1" IN SIZE AND IN SUITABLE CONDITION. KAYSVILLE CITY PUBLIC WORKS SHALL INSPECT THIS SERVICE TO APPROVE ITS USE. SHOULD IT BE UNSUITABLE, IT SHALL BE REMOVED AND CAPPED AT THE MAIN AND A NEW 1" SERVICE SHALL BE INSTALLED.
 6. ANY NEW WATER SERVICE SHALL BE PER KAYSVILLE CITY STANDARDS.
 7. THIS PROJECT PROPOSES TO USE THE EXISTING IRRIGATION SERVICE LOCATED AT THE NORTHWEST CORNER OF THE PROPERTY. KAYSVILLE CITY PUBLIC WORKS SHALL INSPECT THIS SERVICE TO APPROVE ITS USE.

NO.	REVISION	DATE

PROJECT INFORMATION

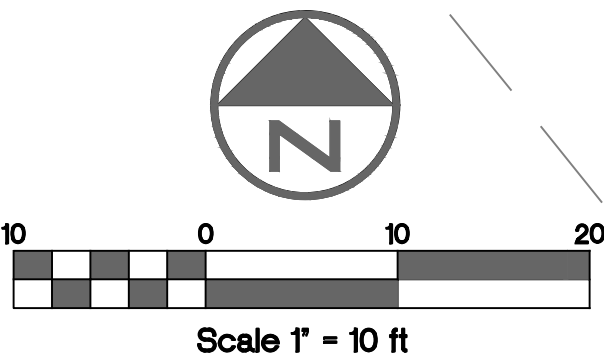
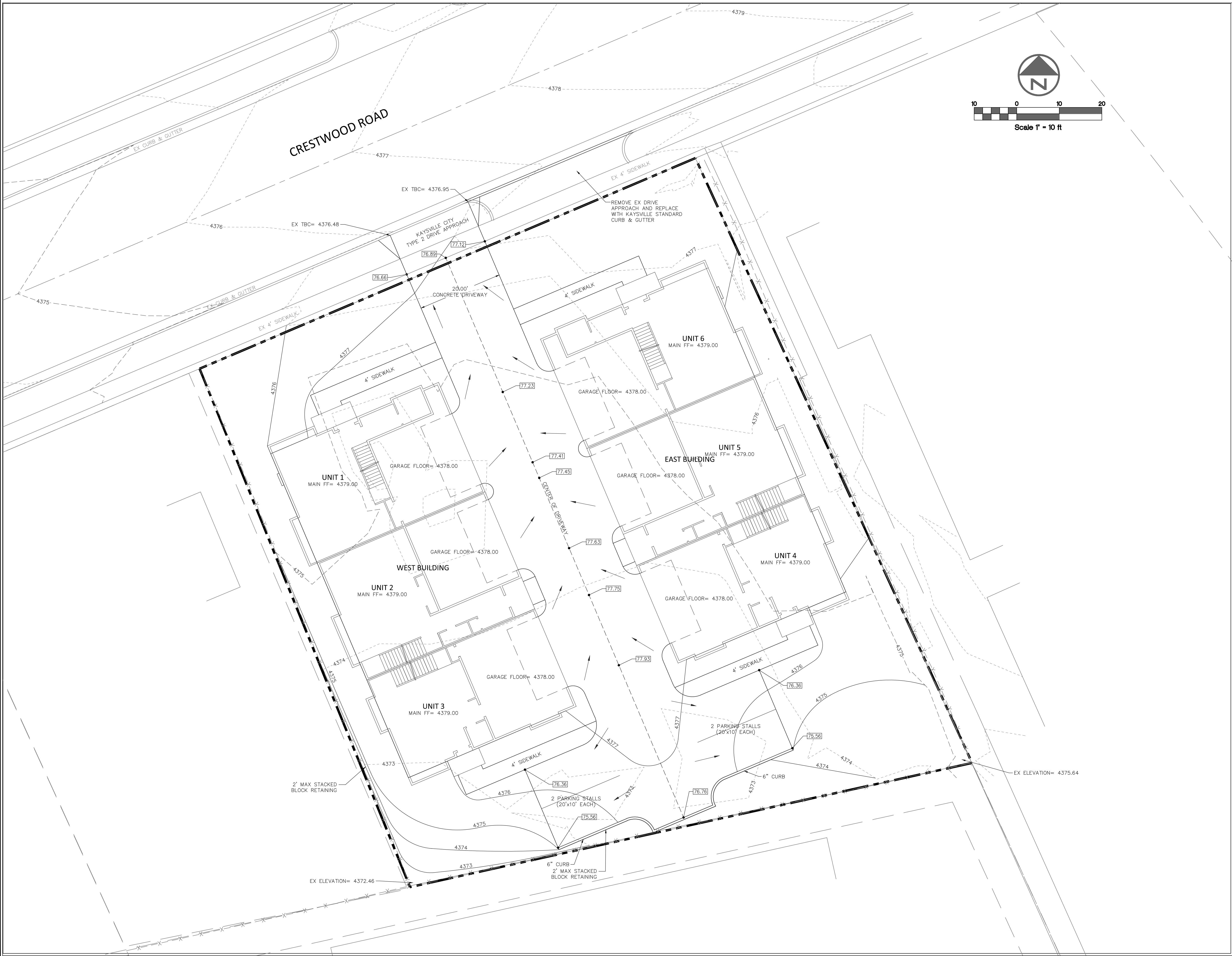
KNOWLTON GENERAL 40 CRESTWOOD

SITE AND UTILITY PLAN

KAYSVILLE, UTAH

DRAWN MEC	CHECKED	PROJECT # 16199
ENGINEER'S STAMP	DATE 11/21/16	
	SCALE 1" = 10'	
	SHEET C201	

S:\DATA\16199 Knowlton, Kaysville.dwg 11/19/16 40 Crestwood Road Site.dwg
PLOT DATE: Nov 21, 2016





WILDING

ENGINEERING

14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
801.553.8112
WWW.WILDINGENGINEERING.COM

- DRAWING NOTES:
1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH KAYSVILLE CITY STANDARDS AND SPECIFICATIONS.
 2. PAVEMENT REPAIR IN CRESTWOOD ROAD SHALL MATCH EXISTING, BUT SHALL BE 3" MINIMUM ASPHALT OVER 8" MINIMUM ROADBASE.
 3. CURB & GUTTER REPLACEMENT ALONG CRESTWOOD SHALL MATCH EXISTING.

NO.	REVISION	DATE

PROJECT INFORMATION

KNOWLTON GENERAL 40 CRESTWOOD

GRADING AND DRAINAGE PLAN

KAYSVILLE, UTAH

DRAWN MEC	CHECKED	PROJECT # 16199
ENGINEER'S STAMP		
DATE 11/21/16		
SCALE 1" = 10'		
SHEET C202		

S:\DATA\16199 Knowlton, Kaysville.dwg 16199 40 Crestwood Road Site.dwg
PLOT DATE: Nov 21, 2016



1436 S. LEGEND HILLS DR. #320
CLEARFIELD, UTAH 84015
801.217.3727

ATTENTION

RYL DESIGN MAINTAINS THE INTELLECTUAL RIGHTS TO THIS PROPERTY. ALL RIGHTS ARE RESERVED, AND SHALL NOT BE REPRODUCED OR COPIED WITHOUT THE EXPRESSED WRITTEN CONSENT OF RYL DESIGN. UNDER PENALTY OF PROSECUTION

THESE PLANS MAY NOT BE USED FOR THE CONSTRUCTION OF ANY BUILDING EXCEPT THE ONE FOR WHICH THESE PLANS WERE ORIGINALLY ISSUED. SUCH USE WILL INDICATE AN UNAUTHORIZED USE OF COPYRIGHTED MATERIAL

© ALL RIGHTS RESERVED

PROJECT NAME:
NEVILLE PLEX

LOCATION INFO:
LOT # 101
SUBDIVISION
SUBNAME
SUBNAME
CITY
CITYNAME
STATE
UTAH

CLIENT NAME:
MR. AND MRS.
CLIENT

PLAN NAME:
PLANNNAME

ORIGINAL RELEASE:
JAN 1, 2007

REVISION DATES

XX/XX/XXXX
XX/XX/XXXX
XX/XX/XXXX
XX/XX/XXXX

NEVILLE-M-KNOLLTON-1-16-B

FRONT REAR ELEVATIONS

$$\frac{A_2}{1}$$

PAGE 4 OF 23

A

SCALE: 1/8" = 1'-0"

FRONT ELEVATION



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CLEARFIELD, UTAH 84015
801.217.3727

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PROJECT NAME:
NEVILLE PLEX

LOCATION INFO:

LOT #
101
SUBDIVISION
SUBNAME
SUBNAME
CITY
CITYNAME
STATE
UTAH

CLIENT NAME:
MR. AND MRS.
CLIENT

PLAN NAME:
PLANNAME

ORIGINAL RELEASE:
JAN 1, 2007

REVISION DATES

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

NEVILLE-2006-10-11-9-B

REAR
ELEVATION

A2 | 2

REAR ELEVATION

SCALE: 1/8" = 1'-0"

A





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CLEARFIELD, UTAH 84015
801.217.3727

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PROJECT NAME:
NEVILLE PLEX

LOCATION INFO:

LOT #
101
SUBDIVISION
SUBNAME
SUBNAME
CITY
CITYNAME
STATE
UTAH

CLIENT NAME:
MR. AND MRS.
CLIENT

PLAN NAME:
PLANNAME

ORIGINAL RELEASE:

JAN 1, 2007

REVISION DATES

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

NEVILLE-NOEL TOWN-S-B

LEFT
ELEVATION

A2 | 3



1436 S. LEGEND HILLS DR, #320
CLEARFIELD, UTAH 84015
801.217.3727

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PROJECT NAME:
NEVILLE PLEX

LOCATION INFO:

LOT #
101
SUBDIVISION
SUBNAME
SUBNAME
CITY
CITYNAME
STATE
UTAH

CLIENT NAME:
MR. AND MRS.
CLIENT

PLAN NAME:
PLANNAME

ORIGINAL RELEASE:
JAN 1, 2007

REVISION DATES
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

NEVILLE-NOBLE TOWN-19-15

RIGHT
ELEVATION

A2 | 4

RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0"

A





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CLEARFIELD, UTAH 84015
801.217.3727

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PROJECT NAME:
40 CRESTWOOD
3 PLEXS

LOCATION INFO:

LOT #
101
SUBDIVISION
SUBNAME
SUBNAME
CITY
CITYNAME
STATE
UTAH

CLIENT NAME:
MR. AND MRS.
CLIENT

PLAN NAME:
PLAN NAME

ORIGINAL RELEASE:

JAN 1, 2007

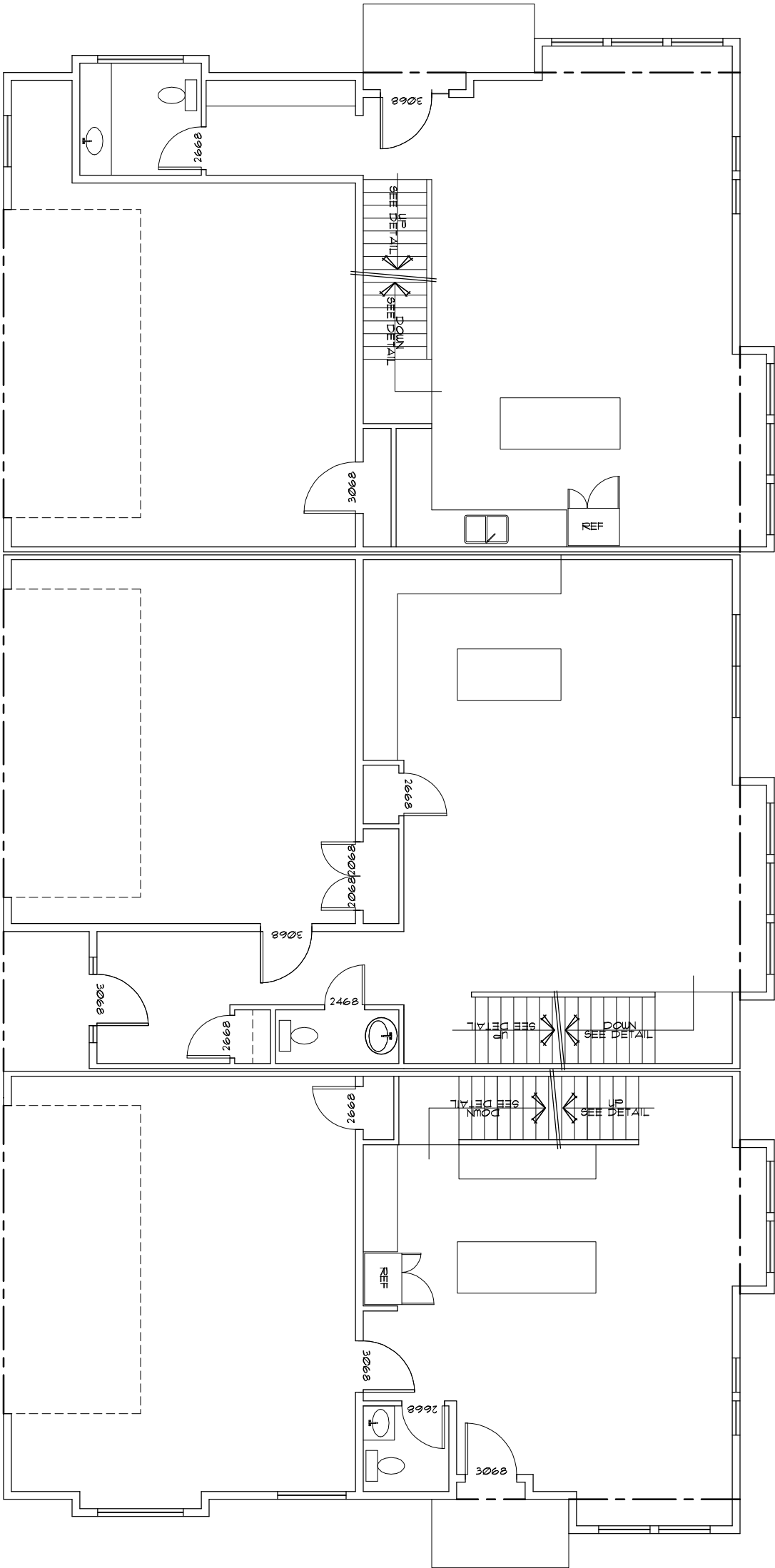
REVISION DATES

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XXXXXXXXXX
XXXXXXXXXX

NE FILE # 140001.T00119-A

MAIN
FLOOR
PLAN

A3 | 3



MAIN FLOOR PLAN

SCALE: 1/8" = 1'-0"

A



1436 S. LEGEND HILLS DR, #320
CLEARFIELD, UTAH 84015
801.217.3727

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PROJECT NAME:
40 CRESTWOOD
3 PLEXS

LOCATION INFO:

LOT #
101
SUBDIVISION
SUBNAME
SUBNAME
CITY
CITYNAME
STATE
UTAH

CLIENT NAME:
MR. AND MRS.
CLIENT

PLAN NAME:
PLAN NAME

ORIGINAL RELEASE:

JAN 1, 2007

REVISION DATES

XXXXXXXXXX
XXXXXXXXXX
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XXXXXXXXXX

NE FILE # - MODEL TOWN - 9-A

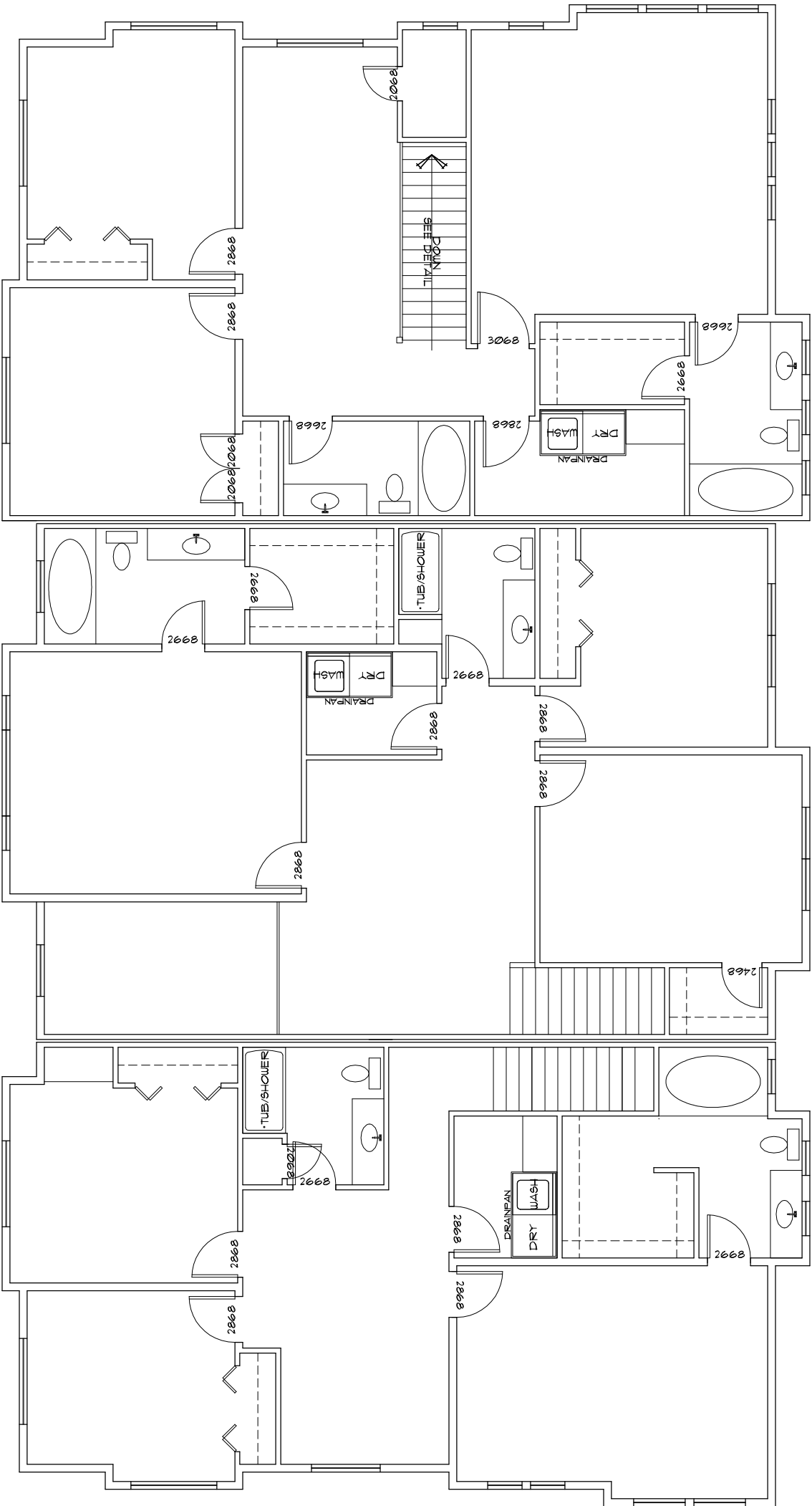
UPPER
FLOOR
PLAN

A3 | 5

UPPER FLOOR PLAN

SCALE: 1/8" = 1'-0"

A





City Council Staff Report

Pioneer Park Consulting Agreement - January 3, 2017

Description:

Pioneer Park will be a 10 acre park site located in the south west section of the City. The future park sits at approximately 1285 South Angel Street. The park is bordered by residential development (Sunset Equestrian Estates) on the north, east and south sides along with a charter school to the south. The Pioneer Park Ad Hoc Committee was formed in October 2016 and has met monthly since then. The committee consists of 8 citizens, 3 Parks and Recreation staff and City Council advisor over Parks and Recreation. The committee was formed with the idea to help guide the development of future Pioneer Park site. The committee has been engaged in fact finding, citizens input and desires (city wide survey was solicited), concepts for park amenities, historical information of the site. They have helped narrow the scope of possible park amenities to now consider design options.

Recommendation:

City staff solicited an RFP for engineering and design services in December 2016. Staff received 16 proposals from engineering and landscape architectural firms. After reviewing and scoring each firms proposal, a short list of four firms were invited to an interview/presentation phase. Attached is the scoring sheet for all 16 firms and the 4 highlighted for the short list interview phase. City staff has met with the four firms, Blu Line Design, MGB+A The Grassli Group, Landmark Design, and Landcurve Landscape Architecture. The interview/presentation phase was conducted on December 28, 2016. After meeting with each of the four firms, staff recommends contracting with Blu Line Design (see attached agreement).

Reasoning:

While all four proposals had ideas and concepts that could assist the city with the development of Pioneer Park. Blu Line Design presented a proposal that best suited the City's interests in master planning Pioneer Park.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made as of January 5, 2017, hereinafter referred to as the “Effective Date”, by and between Kaysville City, hereinafter referred to as “THE CITY”, and Blū Line Designs, a Utah s-corporation, hereinafter referred to as “CONSULTANT”, for planning and design services for recreational facilities located at Pioneer Park, hereinafter referred to as “PROJECT”.

In consideration of the mutual covenants and agreements hereinafter contained, THE CITY and CONSULTANT agree as follows:

1. SCOPE OF SERVICES: The CONSULTANT shall perform in a satisfactory manner for THE CITY those tasks or services described in the Proposal prepared by CONSULTANT, which services are set forth in Exhibit A. Additional services not included in the Proposal shall be considered Additional Services (see *Changes and Additional Services*).

2. COMPENSATION AND INVOICING:

A. Compensation – For performance of the agreed upon services, THE CITY shall pay to CONSULTANT an amount not to exceed the amount set forth in the Estimated Budget, Exhibit B. Compensation shall not exceed this amount unless previously agreed upon between THE CITY and CONSULTANT.

B. Invoicing – CONSULTANT shall submit invoices during the Project and bill according to a percentage of the work completed during each billing period. The invoice shall bill percentage of the tasks identified in Exhibit A.

A. The invoice shall indicate previous amounts billed and previous amounts paid.

i. THE CITY shall pay Consultant within 30 days of receipt of each invoice.

ii. If THE CITY fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of Consultant’s invoice, then:

- a. Amounts due CONSULTANT will be increased at the rate of 1.0% per month from said thirtieth day; and
- b. CONSULTANT may, after giving seven days written notice to THE CITY, suspend services under this Agreement until THE CITY has paid in full all amounts due for services, expenses, and other related charges. THE CITY waives any and all claims against CONSULTANT for any such suspension.

C. Compensation After Termination – If for any reason this Agreement is terminated per provisions below, the CONSULTANT shall be compensated for all hours worked and other expenses incurred under this Agreement prior to the date of termination, except that in no event shall the total compensation exceed the amounts stated in Paragraph 2A.

3. PROJECT SCHEDULE:

A. Services under this Agreement shall begin as of the Effective Date of this Agreement. Key tasks and milestones will generally occur as outlined in the Preliminary Time Schedule, Exhibit C.

B. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT’s services is impaired, delayed, or suspended, then the time for completion of CONSULTANT’s services, and the rates and amounts of CONSULTANT’s compensation, shall be adjusted by change order.

C. If THE CITY authorizes changes in scope, then the time for completion of CONSULTANT’s services, and the rates and amounts of CONSULTANT’s compensation, shall be adjusted by change order.

- D. THE CITY shall make decisions and carry out its responsibilities in a timely manner so as to not delay the CONSULTANT's performance of its services.

4. RESPONSIBILITY OF CONSULTANT:

- A. CONSULTANT shall perform services in accordance with this agreement as outlined in Exhibit A.
- B. CONSULTANT shall perform services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care.
- C. CONSULTANT shall appoint an individual acceptable to THE CITY to serve as CONSULTANT's Project Manager and primary contact for the day-to-day activities of CONSULTANT under this Agreement. During the term of this Agreement and per the services described in Exhibit A, CONSULTANT shall be available for consultation at such times and at such location as THE CITY from time to time may direct.
- D. CONSULTANT shall not make changes to key personnel designated in its Proposal without THE CITY's prior approval. Approval by THE CITY of any personnel or subcontractor shall not relieve CONSULTANT of its liability or responsibility for the proper performance of the Services under this Agreement.
- E. CONSULTANT agrees to conduct its services hereunder in accordance with all applicable Federal and State laws, regulations, and local ordinances. CONSULTANT shall indemnify and hold THE CITY harmless from any and all fines, penalties, costs, or liability arising from CONSULTANT's failure to comply with all applicable laws.
- F. CONSULTANT represents and warrants to THE CITY that it is licensed and authorized, and holds required permits (if applicable), to perform the services required by the Project in any jurisdiction covered by this Agreement.
- G. CONSULTANT represents and warrants to THE CITY that it is and will remain free from conflicts of interest and has not employed or retained any company or person, other than a bona fide employee, to solicit or secure work under this Agreement.
- H. CONSULTANT shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgement with respect to this Project.

5. RESPONSIBILITY OF THE CITY:

- A. Unless otherwise provided for under this Agreement, THE CITY shall provide information in a timely manner regarding requirements for and limitations on the Project.
- B. THE CITY shall establish and periodically update THE CITY's budget for the Project, including (1) the budget for the Compensation for the Project as defined in Section 2; (2) THE CITY's estimated cost for construction; and (3) reasonable contingencies related to all of these costs. If THE CITY significantly increases THE CITY's budget for Project Compensation or estimated cost for construction, THE CITY shall notify THE CONSULTANT. THE CITY and the CONSULTANT shall thereafter agree to a corresponding change in the Project's scope and quality.
- C. THE CITY shall identify a representative authorized to act on THE CITY's behalf with respect to the Project. THE CITY shall render decisions and approve the CONSULTANT's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Project services.
- D. THE CITY shall coordinate the review and services of CITY departments and staff to ensure all reviews are completed in a timely manner and do not cause unreasonable delay to the Project Timeline. The CONSULTANT

is not responsible for delays to the Project caused by extended review periods or lack of responsiveness by THE CITY or its staff.

E. THE CITY shall furnish all tests, inspections and reports required by law, such as structural, mechanical, materials, compaction, and chemical tests unless specifically included in Exhibit A to be provided by CONSULTANT.

F. Before executing the Contract for Construction, THE CITY shall coordinate the CONSULTANT's duties and responsibilities set forth in the Contract for Construction with the CONSULTANT's services set forth in this Agreement. THE CITY shall provide the CONSULTANT a copy of the executed agreement between THE CITY and Contractor, including the General Conditions of the Contract for Construction.

G. THE CITY shall provide the CONSULTANT access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide CONSULTANT access to the Work wherever it is in preparation or progress.

6. OWNERSHIP OF INSTRUMENTS OF SERVICE:

- A. CONSULTANT and its sub-consultants shall be deemed the authors and owners of their respective Instruments of Service, including all reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the CONSULTANT and its sub-consultants.
- B. Upon execution of this Agreement, the CONSULTANT grants to THE CITY a nonexclusive license to use the CONSULTANT's Instrument of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that THE CITY substantially performs its obligations under this Agreement. The CONSULTANT shall obtain similar nonexclusive licenses from the sub-consultants consistent with this Agreement. The license granted under this section permits THE CITY to authorize the Contractor, Subcontractors, and material or equipment suppliers, as well as THE CITY's CONSULTANT and sub-consultants, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If CONSULTANT rightfully terminates this Agreement for cause as provided in Section 13, the license granted in this section shall terminate.
- C. In the Event THE CITY uses the Instruments of Service without retaining the author of the Instruments of Service, THE CITY releases the CONSULTANT and its sub-consultants from all claims and causes of action arising from such uses. THE CITY, to the extent permitted by law, further agrees to indemnify and hold harmless the CONSULTANT and its sub-consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from THE CITY's use of the Instruments of Service under this Section. The terms of this Section shall not apply if THE CITY rightfully terminates this Agreement for cause under Section 13.

7. CHANGES AND ADDITIONAL SERVICES: At any time after execution of this Agreement, CONSULTANT may identify, or THE CITY may request or direct, changes in CONSULTANT's Services consisting of additions, deletions, and revisions within the general scope of services being performed by CONSULTANT under this Agreement. Whenever a change in the scope and/or time for performance of services occurs, CONSULTANT shall promptly notify and submit to THE CITY, within a reasonable time, an estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. If an adjustment to CONSULTANT's time or cost is justified, THE CITY will issue an addendum to the Scope of Services issued under this Agreement. CONSULTANT shall not undertake any additional work outside of its Scope of Services without prior written approval and authorization by THE CITY.

8. INDEPENDENT CONTRACTOR:

A. Consultant shall be an independent contractor under this Agreement with respect to performing services for THE CITY and is responsible for the means and methods used in performing the Services. Accordingly, CONSULTANT shall be responsible for the payment of all required business license fees and all taxes including Federal, State and local taxes arising from CONSULTANT's activities under the terms of this Agreement.

B. The employees furnished by CONSULTANT to perform the Services shall be and are CONSULTANT's employees, and shall be paid by CONSULTANT for all services in connection with this Agreement. CONSULTANT shall be responsible for all payments, obligations and reports covering Social Security, Unemployment Insurance, Workmen's Compensation, Income Tax and other reports and deductions required by any applicable State, local or Federal law.

9. CONFIDENTIALITY:

A. In the performance of the Services, CONSULTANT may acquire confidential information from THE CITY. CONSULTANT shall not disclose to anyone not employed by THE CITY, nor use except on behalf of THE CITY, any such confidential information acquired in the performance of the Services except as authorized by THE CITY in writing and, regardless of the term of this Agreement, CONSULTANT shall be bound by this obligation until such time as said confidential information shall lawfully become part of the public domain. Information regarding all aspects of CITY business and information concerning the Services (either directly or indirectly acquired by CONSULTANT, its agents or employees or developed by CONSULTANT, its agents or employees in the performance of the Services) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public by THE CITY without restriction. Notwithstanding the foregoing, CONSULTANT may disclose confidential information if required by law or court order.

B. CONSULTANT agrees that all tangible, as well as intangible forms of CITY confidential and proprietary information which CONSULTANT acquires pursuant to this Agreement shall be safeguarded with the same degree of control and care as a reasonably prudent and similarly situated CONSULTANT would exercise with respect to his or her own similar property and shall be returned to THE CITY upon request.

10. INDEMNIFICATION: CONSULTANT agrees, to the fullest extent permitted by law, to hold and save harmless and indemnify THE CITY, its officers, directors and employees, against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, incurred in connection therewith, resulting from, or arising out of the negligent acts, errors or omissions of CONSULTANT, its subcontractors, or anyone else for whom CONSULTANT is legally liable, in the performance of CONSULTANT's services under this Agreement.

11. INSURANCE:

A. CONSULTANT shall take out and maintain at its sole cost and expense the insurance coverage for this Agreement as set forth herein. All such insurance policies shall be provided by insurance companies having an A.M. Best's ratings of A- or better.

1. Workers' Compensation Insurance in accordance with the statutory requirements of the states in which the Services are performed.
2. Commercial General Liability Insurance in a broad form and in an amount not less than Two Million Dollars (\$2,000,000) aggregate and One Million (\$1,000,000) per occurrence. This policy will provide coverage for personal and bodily injury, including death, property damage, and contractual liability.
3. Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and in aggregate covering Consultant's liability for death, bodily injury and property damage resulting from Consultant's activities for the use of owned, hired and non-owned vehicles.
4. Professional Liability Insurance including errors and omissions in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

B. Evidence of all such required coverage shall be provided on an insurance certificate prior to beginning work on the Project, see **Exhibit D**. Renewal certificates will be provided to THE CITY prior to expiration of the current policies.

C. THE CITY may immediately, and without notice, have all compensation withheld or suspended, suspend CONSULTANT from providing further Services, or terminate CONSULTANT from this Agreement for any lapse in coverage or material change in coverage which causes CONSULTANT to be in noncompliance with the requirements of this section.

D. CONSULTANT shall require its subcontractors to indemnify THE CITY on the terms required by this Agreement and shall include THE CITY, and its respective officers, directors, agents and employees as additional insureds on the General Liability and Automobile Liability insurance certificates. CONSULTANT's coverage shall be deemed primary insurance to any similar insurance maintained by THE CITY.

12. RECORDS RETENTION AND MAINTENANCE: CONSULTANT shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the Agreement and other related project(s) for a period of five (5) years following the completion of the project.

13. SUSPENSION AND TERMINATION:

A. THE CITY reserves the right to terminate or suspend this Agreement at any time with or without cause by giving CONSULTANT advance written notice of such termination. Upon receipt of such notice, CONSULTANT shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to THE CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing this contract, whether completed or in process.

B. In the event of any such termination, THE CITY shall pay CONSULTANT for all work performed prior to the effective date of termination plus reasonable termination costs and expenses, except that in no event shall the total compensation exceed the amounts stated in Paragraph 2A

C. CONSULTANT may terminate this Agreement at any time with or without cause by giving THE CITY advance written notice of such termination. CONSULTANT shall deliver to THE CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing this contract, whether completed or in process.

14. CLAIMS AND DISPUTES: All claims and disputes will be resolved according to the laws of the State of Utah.

15. GOVERNING LAW: This Agreement, and any claim or dispute between the parties to this Agreement, shall be governed by the laws of the State of Utah.

16. ENTIRE AGREEMENT: This Agreement together with the Exhibits identified herein constitutes the entire Agreement between THE CITY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or cancelled by a duly executed written change order document.

IN WITNESS HEREOF, Owner and Consultant have executed this Agreement as of the date first above written.

KAYSVILLE CITY
THE CITY

By (Signature)

STEVE A. HIATT
Name (Please Type)

MAYOR
Title

ATTEST:

By (Signature)

MARIA DEVEREUX
Name (Please Type)

CITY RECORDER
Title

CONSULTANT:

By (Signature)

CORY SHUPE
Name

PRESIDENT
Title

8719 S. Sandy Parkway
Address

Sandy UT 84070

EXHIBIT A PROPOSAL SCOPE OF SERVICES

SCOPE OF WORK

TASK 1.0 – INITIAL PROJECT ORGANIZATION & MOBILIZATION

At the beginning of the project, the **blū** Design Team will hold a kick-off meeting with City personnel in charge of the project to define roles and relationships; review the project schedule; review the scope of work; and to receive available City information, documents, and other data pertinent to the project. After this kick-off meeting, our team will do further data gathering including completing a site survey and conducting geotechnical investigations for the site. This task will include a site reconnaissance visit with City staff and other appropriate agency personnel to verify site conditions.

Products:

- Scope defined and project schedule set
- Site survey (topo, vegetation, and existing features)
- Geotechnical Report
- Site Inventory Report
- Project Base

TASK 2.0 – MASTER PLAN DEVELOPMENT

2.1 PROGRAMMING **blū** will begin the master planning process by reviewing the site inventory and analysis findings with the City to develop a preferred programming menu, identifying preferred and potential features and amenities that are compatible with existing site conditions. Potential theming opportunities will be explored at this time as well. This task will also include the first Citizen’s Committee meeting to gain their insight into desired programming and theming elements.

2.2 CONCEPTUAL ALTERNATIVE DEVELOPMENT Based upon the agreed upon preliminary programming, **blū** will develop up to three (3) Conceptual Alternatives that identify the best possible siting locations for the desired program elements. The alternatives will be presented at the first Design Input Meeting consisting of City staff and the citizen’s committee. As desired by the City, **blū** is prepared to present refined versions of these concepts at a Public Open House to further gather community input.

2.3 PRELIMINARY MASTER PLAN DEVELOPMENT Based on feedback from the first Design Input Meeting and Open House, **blū** will develop a preliminary master plan. The preliminary master plan will identify all proposed features and their general locations and layout. This plan will be presented at the second Design Input Meeting. Any comments will be addressed and the Preliminary Master Plan will be presented at another Public Open House. At this point, we assume the City will also present the Preliminary Master Plan to the City Council for further input and guidance. **blū** will prepare a preliminary cost estimate at this stage to help inform the evaluation and decision making process.

2.4 FINAL MASTER PLAN DEVELOPMENT Based on feedback from the second Design Input Meeting, the Public Open House, and the City Council meeting, **blū** will develop the Final Master Plan. The Master Plan will finalize programming, general layout, theming elements, and potential phasing as necessary.

Products:

- Conceptual Alternatives (up to three)
- Preliminary Master Plan and cost estimate
- Final Master Plan with cost estimate

TASK 3.0 – CONSTRUCTION DOCUMENTS

3.1 DESIGN DEVELOPMENT Once the Final Master Plan is approved, **blū** will initiate final design and will prepare a 60% submittal further developing the site design, including such elements as grading, utilities, landscaping, irrigation, site furniture, circulation, parking, and lighting. The 60% plans and estimates will be submitted to the City for review and comment. At the City’s discretion, the citizen’s committee may be involved during this review. It is assumed that all architectural structures (except for the optional custom restroom) and furniture will be pre-designed and/or pre-manufactured items and selected from a catalogue.

3.2 FINAL DESIGN **blū** will develop a 90% Submittal package including plans, specifications, and estimates. This submittal will essentially complete the design and will be submitted to the City for any final direction and approval. Any final phasing or bid alternatives will be reflected with this submittal.

3.3 BID DOCUMENTS Based on final comments from the 90% Submittal, **blū** will finalize and deliver the bid document package to the City for bidding and construction purposes. This will include complete design, phasing, alternatives, specifications, and estimate.

Products:

- 60% Design Submittal and estimate
- 90% Design Submittal, specifications, and estimate
- Bid Documents including plans, specifications, and estimate -
One (1) set of 24x36 stamped plans and an 11x17 reduced copy;
an electronic PDF copy of the plans, specifications, and estimates.

TASK 4.0 – BIDDING AND CONSTRUCTION OBSERVATION

4.1 BIDDING ASSISTANCE Once the construction documents and bid package are complete, **blū** will assist the City in bidding the project and evaluating the received bids. We will answer any questions during the bidding process, and will review the bids with the City and offer our recommendations on contractor selection. We will plan on attending a pre-bid conference, the bid opening, and a follow up bid evaluation/selection meeting.

4.2 CONSTRUCTION OBSERVATION (OPTIONAL) At the direction of the City, as an optional service, the **blū** team will be involved in the construction of the park. In our optional price, we have included the answering of RFIs, attending up to four (4) construction meetings, and performing up to four (4) site inspection visits, and continued coordination with the City’s project manager. From our experience, retaining the design team through the construction process results in a better project that is more consistent with the drawings and established vision of the project.

4.3 AS BUILTS (OPTIONAL) **blū** will prepare As-Built Drawings that reflect any significant changes to the layout and design of the project. These changes will be based on the Contractor’s redlines and will not be surveyed.

Products:

- Answers to RFIs
- Site Inspection Reports & Punchlists
- As-Built Drawings

ASSUMPTIONS AND EXCLUSIONS:

1. Any work other than that described in the project understanding, scope of work, and as shown in the estimated budget is not included in this scope of work.
2. The project site is approximately 10 acres with a \$1,200,000 budget. Required design above and beyond these assumptions is not included in this scope of work.
3. A topographic and boundary survey are included in this scope of work. If a boundary survey is not required, the overall estimated budget will be reduced.
4. Additional meetings above those specifically included in this proposal will require an additional fee negotiated at the time of request.
5. Environmental and structural engineering services (other than for optional restroom) are not included in this scope of work. It is assumed that all site furnishings, including any proposed pavilions, will be pre-manufactured structures selected from a catalog and that any structural design will be provided by the selected manufacturer.
6. This scope of work includes the design of standard park elements including such items as parking, walkways, landscape areas, a restroom, pavilions, benches, trash receptacles, etc. The design on non-standard/custom park elements such as art work, water features, etc. is not included in this scope of work.

If these assumptions change, the Consultant reserves the right to submit a modification to the proposed fee and Scope of Services. Additional work other than that outlined above in the Scope of Services will be performed only upon written authorization from Owner for additional fees estimated at the time of request.

EXHIBIT B

ESTIMATED BUDGET

LUMP SUM FEE

blū is pleased to submit the following estimated lump sum fee. Without knowing the exact scope and desires of City we have included a few different optional additions to be selected at the City's discretion regarding the design of a custom restroom building and construction involvement services. Based on the City's current budget our fee is approximately 5.5%. If the design scope and assumptions vary from what is contained in this proposal, we would love to negotiate a more appropriate revised fee with the City.

TASKS	Cost
Task 1.0 – Initial Project Organization & Mobilization	\$10,945
1.1 – Kick off Meeting/Data Gathering	\$1,380
1.2 – Site Survey	\$4,710
1.3 – Geotechnical Report	\$3,615
1.4 – Site Analysis/Reconnaissance	\$1,240
Task 2.0 – Master Plan Development	\$11,610
2.1 – Programming	\$750
2.2 – Conceptual Alternative Development	\$3,460
2.3 – Preliminary Master Plan Development	\$2,330
2.4 – Final Master Plan Development	\$1,570
Citizen's Committee Meetings (2)	\$1,120
Public Open Houses (2)	\$2,380
Task 3.0 – Construction Documents	\$28,190
3.1 – Design Development (60% Submittal)	\$14,520
3.2 – Final Design (90% Submittal)	\$8,780
3.3 – Bid Documents (100% Plans, Specifications, Estimate)	\$4,890
Task 4.0 – Bidding & Construction Observation	\$670
4.1 – Bidding Assistance	\$670
4.2 – Construction Observation (see optional fee at bottom)	\$-
4.3 – As-Built Drawings (see optional fee at bottom)	\$-
Reimbursable Expenses (mileage/printing)	\$1,520
TOTAL BASE "NOT-TO-EXCEED" PRICE	\$52,935
Optional Restroom Architectural Design	\$8,000
Optional Construction Observation	\$7,070
Optional As-Built Drawings	\$1,420
TOTAL "NOT-TO-EXCEED" PRICE INCLUDING OPTIONS	\$69,425

EXHIBIT C

Project Schedule

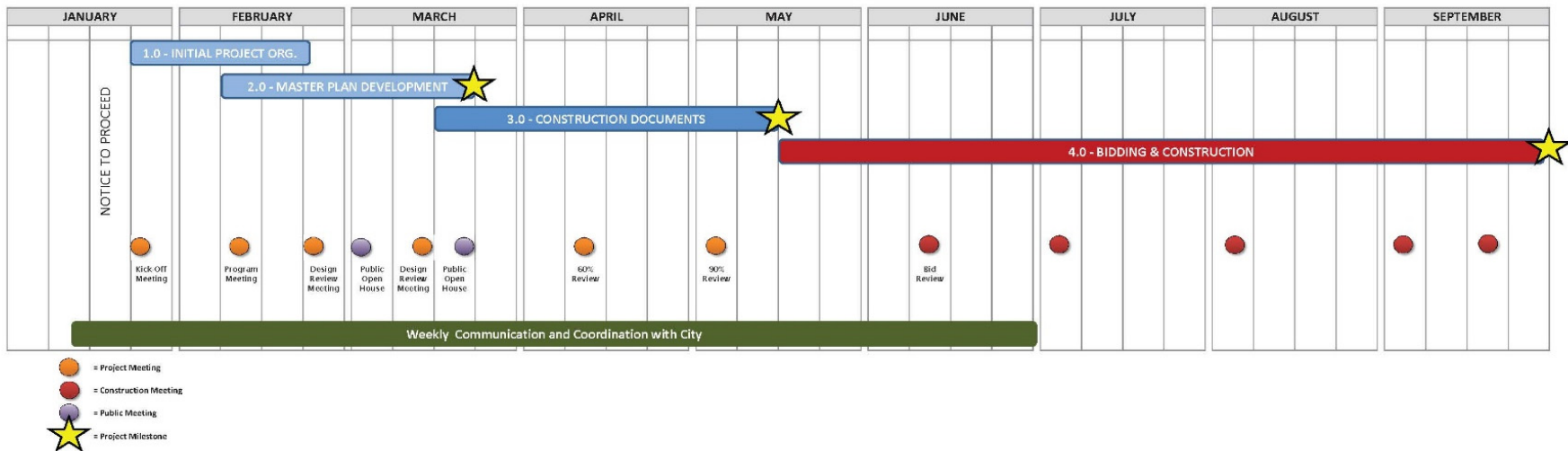
PRELIMINARY TIME SCHEDULE

SCHEDULE CONTROL

blū prides itself on striving to complete its projects in a timely manner. We understand this to be one of our client's highest priorities. Unforeseen circumstances often arise that sometimes delay a schedule, but we will do our best to overcome these delays and ensure the project is always moving forward. We begin by establishing a realistic schedule with the client that accounts for everyone's desires and constraints and then we stick to it. The schedule will establish interim milestones that will be monitored as the project progresses to ensure the overall schedule is met.

blū holds weekly workload meetings to ensure that project tasks and deadlines are sufficiently staffed and being completed. Special attention will be paid to tracking the established project milestones and managing as best as possible City review periods. A preliminary time schedule is included below:

PRELIMINARY TIME SCHEDULE



*Tasks within Task 1.0 - Initial Project Organization & Mobilization may be weather dependent (survey and geotechnical investigations). Delay of these items may impact overall project schedule.

EXHIBIT D

Insurance Certification



BLULINE-01

ENRIQUE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111		CONTACT NAME: Enrique Cruz PHONE (A/C, No, Ext): (801) 364-3434 FAX (A/C, No): (801) 355-5234 E-MAIL ADDRESS: Enrique.Cruz@american-ins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Travelers Cas & Surety Co Amer	31194
		INSURER B: Trumbull Insurance Company	27120
		INSURER C: XL Specialty Insurance Company	37885
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X		6802897R749	06/07/2016	06/07/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6802897R749	06/07/2016	06/07/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	34WECBR0601	04/15/2016	04/15/2017	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Architect/Engineer E			DPS9721997	06/07/2015	06/07/2017	Per Claim 2,000,000
C	Retro Date 04/01/08			DPS9721997	06/07/2015	06/07/2017	Aggregate 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Kaysville City is an additional insured with regards to the General Liability per written contract, per attached form CGD3790907.							

CERTIFICATE HOLDER Kaysville City 23 East Center Street Kaysville, UT 84037	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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City Council Staff Report

Shepard Lane Improvement Project January 5, 2017

Description:

Several meetings ago a resident expressed concern about the lack of sidewalk on Shepard Lane near the new subdivision, the Council asked staff to look into the issue. It was found that as homes in this area had resubdivided their property, the City had collected money for the street improvements with the intent to do the work all at the same time rather than in several 100 foot long sections. The City has had this area designed and bid. Realizing the need for much more work on Shepard Lane in the near future this project was kept to a minimum and the work that is included will fit with the overall Shepard Lane project when it is funded and built.

It is believed that this project is needed ahead of the overall project to provide a safe route for the children in the new subdivision to get to the existing elementary school.

Recommendation:

Bowen Construction is the low bidder at \$47,160 and has worked in town in the past with good results. It is recommended that this project be awarded to Bowen Construction.

Attachment 1: Area Map

Attachment 2: Bid Tabulation and letter of recommendation

KAYSVILLE CITY CORPORATION
Shepard Lane Improvements Project
J-U-B Project No. 55-10-025
12/7/16

Bid Item	Description	Unit	Bid Quantity	Bowen Construction		Yarbrough Construction		Triple J Concrete		Beck Construction		Stapp Construction		MC Green & Sons		Acme Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 15,470.00	\$ 15,470.00	\$ 2,585.00	\$ 2,585.00	\$ 11,500.00	\$ 11,500.00
2	Traffic Control	LS	1	\$ 2,800.00	\$ 2,800.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,300.00	\$ 2,300.00	\$ 3,257.37	\$ 3,257.37	\$ 8,500.00	\$ 8,500.00
3	Install Curb and Gutter	LF	475	\$ 16.25	\$ 7,718.75	\$ 18.00	\$ 8,550.00	\$ 20.00	\$ 9,500.00	\$ 28.00	\$ 13,300.00	\$ 22.00	\$ 10,450.00	\$ 37.11	\$ 17,627.25	\$ 25.00	\$ 11,875.00
4	Install 4' Sidewalk	LF	695	\$ 14.50	\$ 10,077.50	\$ 18.00	\$ 12,510.00	\$ 20.00	\$ 13,900.00	\$ 22.00	\$ 15,290.00	\$ 5.00	\$ 3,475.00	\$ 23.89	\$ 16,603.55	\$ 16.50	\$ 11,467.50
5	Install ADA Ramp	EA	1	\$ 775.00	\$ 775.00	\$ 650.00	\$ 650.00	\$ 1,000.00	\$ 1,000.00	\$ 3,200.00	\$ 3,200.00	\$ 1,400.00	\$ 1,400.00	\$ 977.00	\$ 977.00	\$ 2,000.00	\$ 2,000.00
6	Saw Cut Existing Asphalt	LF	100	\$ 3.00	\$ 300.00	\$ 3.50	\$ 350.00	\$ 4.00	\$ 400.00	\$ 3.00	\$ 300.00	\$ 3.00	\$ 300.00	\$ 2.30	\$ 230.00	\$ 1.85	\$ 185.00
7	Remove Existing Asphalt	SF	850	\$ 1.00	\$ 850.00	\$ 2.50	\$ 2,125.00	\$ 1.00	\$ 850.00	\$ 1.50	\$ 1,275.00	\$ 3.50	\$ 2,975.00	\$ 2.95	\$ 2,507.50	\$ 1.65	\$ 1,402.50
8	Raise Existing Catch Basin Rim	EA	1	\$ 625.00	\$ 625.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 870.00	\$ 870.00	\$ 725.00	\$ 725.00	\$ 850.00	\$ 850.00
9	Relocate Existing Sign	EA	3	\$ 450.00	\$ 1,350.00	\$ 150.00	\$ 450.00	\$ 50.00	\$ 150.00	\$ 250.00	\$ 750.00	\$ 275.00	\$ 825.00	\$ 460.00	\$ 1,380.00	\$ 265.00	\$ 795.00
10	Relocate Existing Mailbox	EA	7	\$ 425.00	\$ 2,975.00	\$ 150.00	\$ 1,050.00	\$ 50.00	\$ 350.00	\$ 250.00	\$ 1,750.00	\$ 100.00	\$ 700.00	\$ 525.00	\$ 3,675.00	\$ 245.00	\$ 1,715.00
11	Remove Existing Trees and Landscaping	LS	1	\$ 4,900.00	\$ 4,900.00	\$ 2,600.00	\$ 2,600.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,400.00	\$ 1,400.00	\$ 7,820.00	\$ 7,820.00	\$ 14,000.00	\$ 14,000.00
12	Untreated Base Course	TON	340	\$ 15.50	\$ 5,270.00	\$ 23.00	\$ 7,820.00	\$ 20.00	\$ 6,800.00	\$ 30.00	\$ 10,200.00	\$ 35.00	\$ 11,900.00	\$ 19.13	\$ 6,504.20	\$ 36.00	\$ 12,240.00
13	Top Soil	TON	85	\$ 23.75	\$ 2,018.75	\$ 19.00	\$ 1,615.00	\$ 25.00	\$ 2,125.00	\$ 40.00	\$ 3,400.00	\$ 30.00	\$ 2,550.00	\$ 34.50	\$ 2,932.50	\$ 45.00	\$ 3,825.00
14	6" Thick Driveway Approach	SF	1,500	\$ 4.00	\$ 6,000.00	\$ 5.75	\$ 8,625.00	\$ 5.50	\$ 8,250.00	\$ 6.00	\$ 9,000.00	\$ 8.50	\$ 12,750.00	\$ 8.43	\$ 12,645.00	\$ 6.00	\$ 9,000.00
Total					\$ 47,160.00	Total	\$ 48,745.00	Total	\$ 51,325.00	Total	\$ 66,965.00	Total	\$ 67,365.00	Total	\$ 79,469.37	Total	\$ 89,355.00



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

December 8, 2016

Mr. Shayne Scott
City Manager
23 East Center Street
Kaysville, Utah 84037

Re: Shepard Lane Improvement Project

Dear Shayne,

Enclosed is a bid tabulation of the bids opened on Tuesday December 6, 2016 for the Shepard Lane Improvement Project and three copies of the Notice of Award. The apparent Low Bidder and Bid Amount are as follows:

Apparent Low Bidder: Bowen Construction Co.
1120 West 500 North
Centerville, UT 84014

Telephone: (801) 936-3533
Fax: (801) 936-3530

Total Bid Amount: \$47,160.00

Based upon the criteria we have established and the information received, we recommend that the project be awarded to Bowen Construction Company. We trust this information will meet your needs.

Best Regards,
J-U-B ENGINEERS, Inc.

Brandon Nielsen, P.E.
Project Manager

Shepard Lane Improvement Project





City Council Staff Report

Parking Proposal January 5, 2016

Description:

Parking has been a much discussed topic in Kaysville the last few years – specifically the parking in and around Davis high School. Since discussing parking issues on September 1 at the regular city council meeting, various groups have met and discussed the aspects surrounding this issue. The DHS community council has met with city staff and council members, there have been other meetings with city leadership and school staff, and city staff have met internally various times in an effort to make this presentation to city council. It is the proposal of the Kaysville City Staff that the city council do the following:

- Decide the fate of the No Parking signs on city rights of way around Davis High School.
- Decide whether or not to decriminalize parking and how this would work in the city outside of the judicial system all together.

Recommendation:

While the ordinances have not been written to take action on this proposal tonight. Staff would like direction on these ideas including any alterations to what is being proposed for presentation at a future council meeting. It is the proposal of city staff that the council:

- Instruct staff to remove all No Parking signs on city streets surrounding Davis High School
- If signs are allowed to stay that we update the signs with clear intentions and instruct the police/enforcement arm how to proceed with parking enforcement.
- Give feedback to staff on the proposed PARKING ordinance that is included in council packets with various suggestions and proposals that have come from city staff from the aforementioned staff meetings including winter parking, fines, and appeals.

Reasoning:

City staff believe that there is no answer to parking in the city that will make every resident happy. Currently the signs that are up are confusing and unenforceable. While many residents that live near DHS would be unhappy with the removal of the No Parking signs, staff believes this is the correct thing to do to treat all residents fairly – regardless of where in the city they live.

CHAPTER 2b

PARKING

6-2b-1 Purpose. Pursuant to laws of the State of Utah, Kaysville City has the power and authority to regulate the use of streets, alleys, avenues, sidewalks and crosswalks within the City. This Chapter sets forth rules and regulation for an orderly and comprehensive system of parking within the City.

6-2b-2 Parking Violations. Parking of vehicles in contravention of rules and regulations of this Chapter or any parking provisions of the Utah Code adopted by reference by Section 6-2-1 of the Kaysville Code shall be civil violations and not criminal violations.

6-2b-3 Penalty for Parking Violation. Violations of parking rules and regulations provided for in this Chapter shall subject the owner or operator of the illegally parked vehicle to payment of civil fees and penalties set forth in this Chapter.

6-2b-4 Unlawful Parking. (1) At Curb. No motor vehicle, except authorized emergency vehicles, shall be parked with the left side of the vehicle next to the curb, except on One Way streets. It shall be a civil violation to stand or park any motor vehicle in a street other than parallel with the curb and with the two right wheels of the vehicle, except authorized emergency vehicles, within 12 inches of the regularly established curb line except on those streets which have been marked for angle parking; then vehicles shall be parked at the angle to the curb indicated by such marks.

(2) Vehicles for Sale. It shall be a civil violation to park any vehicle on any public street for the primary purpose of displaying it for sale, or to park any vehicle on a public street from which merchandise is peddled. It shall be prima facie evidence of parking a vehicle principally for the purpose of offering it for sale if: (1) the vehicle is left unattended for four hours or more, (2) there are signs in, on or near the vehicle offering it for sale, and (3) the vehicle is not parked on a street adjacent to property where the owner resides. Nothing in this subsection shall preclude or prevent the owner of a vehicle from legally parking a vehicle for sale in front of the property where the owner resides.

(3) Loading Zones. When so posted, it shall be a civil violation for the driver of a passenger vehicle, except authorized emergency vehicles, to stand or park such vehicle for a period of time longer than is permitted by the posted sign for the loading or unloading of passengers, or for the driver to stand or park any freight carrying motor vehicle, except authorized emergency vehicles, for a period of time longer than is necessary to load, unload and deliver materials in any place designated as a Loading Zone and marked as such.

(4) Posted Restrictions. It shall be a civil violation for any person to park any motor vehicle, except authorized emergency vehicles, on any street in violation of the posted restrictions. It shall be a civil violation to park any vehicle, except authorized emergency vehicles, or otherwise cause any obstruction to any fire station or other place where fire apparatus is stored, or within five feet (5') of any fire hydrant or cistern.

(5) Alleys. No person shall park a motor vehicle, except authorized emergency vehicles, within an alley in such manner or under such conditions as to leave less than ten feet of the width of the roadway available for the free movement of vehicular traffic. No person shall stop, stand, or park a vehicle, except authorized emergency vehicles, within an alley in such a position as to block the driveway entrance to any abutting property.

(6) Cab Stands - Bus Stands. No motor vehicle other than a licensed taxicab or authorized emergency vehicle shall be parked in any area designated by ordinance as a taxicab stand and no vehicle other than a bus or authorized emergency vehicle shall be parked in a place so designated as a Bus Loading Zone.

(7) Over 48 Hours. It shall be a civil violation for any person to park or leave standing on any public road, street, alley or municipal property any vehicle or inoperative vehicle, except authorized emergency vehicles, for 48 or more consecutive hours, and any vehicle so parked or left standing may be impounded or removed by the Chief of Police or his designee. For purposes of impoundment and removal, the Chief of Police or his designee may, after making a reasonable effort to locate the owner, impound and remove any motor vehicle which has been unremoved for 48 consecutive hours. The cost of impoundment and removal shall be charged to the owner or any person who claims the impounded motor vehicle.

(8) During Winter. No person shall park a vehicle, except authorized emergency vehicles, on any street between 12:00 midnight and 6:00 a.m. of any day from the first day of November of each year to the last day of February of the following year.

(9) Heavy Duty Vehicles.

(a) The driver of a motor vehicle, except authorized emergency vehicles, having a total gross weight, loaded or unloaded, in excess of 50,000 lbs. or having a total length in excess of 24 feet from the most forward point of the vehicle or its load to the most rear point of said vehicle or its load, shall not park said vehicle or allow it to stand upon the City streets for longer than two hours.

(b) In determining the total gross weight or total length as provided in subparagraph (a) above, the length or weight of the trailer connected or attached to or in tandem with the motor vehicle, shall also be included in making such determination.

(10) Approach to Parking Space.

(a) No person shall move his vehicle, except authorized emergency vehicles, in any manner or leave a parking space and then re-enter it to avoid the intent of this Code.

- (b) Every driver about to enter a parking space being vacated shall stop his vehicle and wait to the rear of the vehicle in the actual process of vacating the parking space and having so waited shall have prior right to the parking space over all other drivers.
- (c) No driver shall stop his vehicle, except authorized emergency vehicles, ahead of a parking space being vacated and attempt to interfere with a driver who has waited properly to the rear of a parking space being vacated.

(11) **Not To Obstruct Traffic.** No person shall park any vehicle, except authorized emergency vehicles, upon a street in such a manner or under such conditions as to leave available less than 10 feet of the width of the roadway for free movement of vehicular traffic.

6-2b-5 Markings to Indicate No Stopping and Parking Regulations. (1) The City Engineer is hereby authorized, subject to provisions and limitations of this Code, to place and maintain appropriate signs or traffic markings to indicate standing or parking regulations, and said traffic markings shall designate the zones and shall have the meanings herein set forth:

- (a) Red shall mean no stopping, standing or parking at any time.
- (b) Yellow shall mean no stopping, standing or parking except as stated on the signs or markings giving notice thereof.

(2) When appropriate signs or traffic curb markings have been erected or placed according to this section, no person shall stop, stand or park a vehicle in any zone in violation of any of the provisions of this section.

6-2b-6 Unauthorized Use of Streets; Strict Liability of Owner. (1) Whenever any vehicle is parked on a City street in violation of this Chapter such violation shall constitute an unauthorized use of City streets.

(2) The person in whose name such vehicle is registered shall be strictly liable for such unauthorized use of a City street and payment of the civil penalty for such unauthorized use.

(3) Whenever the actual driver of an improperly parked vehicle is observed an enforcement officer may issue a Notice of Parking violation to the driver and such driver shall be responsible for payment of the civil penalty rather than the registered owner of the vehicle.

6-2b-7 Notice of Parking Violation. (1) Every person who receives a Notice of Parking Violation must pay the civil fee for such violation in the amount of \$100.00 dollars.

- (a) Any penalty paid within ten (10) days from the date of issuance of the Notice of Parking Violation shall be reduced by \$50.00;
- (b) Any fee that is paid between ten (10) and thirty (30) days shall be reduced by \$25.00;

- (c) If no payment is made within thirty (30) days from the date of issuance of the Notice the owner shall be responsible for payment of the full \$100.00 civil fee.
- (d) The City may use all lawful means to collect unpaid fees including costs and reasonable attorney's fees.

6-2b-8 Method of Notification. Notice of Parking Violation shall be given by placing the Notice under the windshield wiper of the vehicle parked in violation of this Chapter or by hand delivery to the driver if that person is known to the issuing officer.

6-2b-9 Payment of Civil Penalty. Payment of a Civil penalty for violation any provision of this Chapter may be made by:

- (1) Making payment on-line at kaysvillecity.com and selecting the "Parking violation" payment option; or
- (2) Making payment by mail or in person at the Kaysville City Hall at 23 East Center Street, Kaysville, Utah 84037.

6-2b-10 Appeal. (1) The Mayor shall appoint a hearing officer to hear appeals relating to violations of this Chapter.

(2) Any person affected by a Notice of Parking Violation may appear before a Hearing Officer to contest the alleged violation. The request for a hearing must be made on the Kaysville City website or by filing written notice of appeal at the Kaysville City Hall within ten (10) days after issuance of the Notice of Violation

(3) The burden to prove any defense shall be on the person raising the defense.

(4) If the Hearing Officer finds that no unauthorized use occurred or an unauthorized use occurred but one or more of the defenses set forth in this section is applicable, the Hearing Officer may dismiss the Notice of unauthorized use and release the owner or driver from liability. Such defenses are:

- (a) At the time of the receipt of the Notice, possession of the subject vehicle had been acquired in violation of the criminal laws of the state;
- (b) Compliance with the subject ordinances would have presented an imminent and irreparable injury to persons or property.
- (c) At the time of receipt of the Notice, possession of the subject vehicle had been acquired pursuant to written lease agreement or similar written agreement;

- (d) The subject vehicle was mechanically incapable of being moved from such location; provided, however, such defense shall not apply to any vehicle which remains at such location in excess of six (6) hours;
- (e) Any markings, signs or other indica of parking use regulation were not clearly visible or comprehensible;
- (f) Such other mitigating circumstances as may be approved by the City attorney.

(5) If the Hearing Officer finds that an unauthorized use occurred and no applicable defense exists, the Hearing Officer may, in the interest of justice and on behalf of the City, enter into an agreement for the timely or periodic payment of the applicable penalty.

(6) If the penalty imposed pursuant to this Chapter remains unsatisfied after forty (40) days from the receipt of Notice, or ten (10) days from such date as may have been agreed to by the Hearing Officer, the City may use such lawful means as are available to collect such fee, including attorney's fees and costs.



City Council Staff Report

Approval of Cell Tower Lease with American Tower Asset Sub, LLC January 5, 2016

Description:

American Tower Asset Sub, LLC reached out to Kaysville City and expressed a desire to extend the current lease we have with them for a cellular tower on land owned by Kaysville City. This agreement would extend the lease until 2040. For extending the lease, the city would receive a one-time payment of \$50,000, the ability to cancel the lease every 5 years (this term is an existing term that remains in effect), establishes the Rent to be paid, and allows for some Revenue Sharing on the part of the city as the lease company adds on any additional sub lease tenants to this tower.

Recommendation:

Staff recommends that we accept the agreement with American Tower Asset Sub, LLC. After negotiating \$20,000 more than initially offered, we feel like this is the best deal for Kaysville City. Although it is hard to compare apples to apples in a case like this, staff has also checked with other cities on recent negotiations for cell tower leases and believe we have negotiated a fantastic deal for the city compared to similar situations in other Davis County Cities.

Reasoning:

While expiration of this lease is not eminent, being able to re-up and receipting the down payment now is in Kaysville's best interest. Legal has had the chance to review this lease and after suggesting a few minor changes has signed off on this agreement from a legal perspective.

THE FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This First Amendment to Communications Site Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Kaysville City**, a Utah municipal corporation ("**Landlord**") and **American Tower Asset Sub, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement (Ground) dated March 13, 2000 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

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

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Fifty Thousand and No/100 Dollars (\$50,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before December 20, 2016; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on April 1, 2000 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on March 31, 2030. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of two (2) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. Landlord hereby waives Landlord's right under Section 4 of the Lease to elect

not to renew the Lease for the remaining Existing Renewal Terms commencing on April 1, 2020 and April 1, 2025. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Kaysville City, UT**.
4. **Revenue Share.**
 - a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord an amount equal to Two Hundred and No/100 Dollars (\$200.00) per month for each sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant and a third party (any such party, the "**Additional Collocator**") subsequent to the Effective Date (such amount, the "**Collocation Fee**"). The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease.
 - b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant of the first collocation payment paid by the Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant.
 - c. Landlord hereby acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on Tenant's communications tower, all on such terms as Tenant deems advisable, in Tenant's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
 - d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant, or Tenant's predecessors-in-interest, as applicable, and any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); or (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date.

5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "***Third Party Competitor***") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "***Offer***"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v)

there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
9. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 23 East Center Street, Kaysville, UT 84037; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a

"Security Interest") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee (**"Tenant's Mortgagee"**) of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a **"Holder"**) as **"Tenant"** hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.

14. **Taxes.** The Parties hereby agree that Section 8 of the Lease is deleted in its entirety. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

Kaysville City,
a Utah municipal corporation,

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

American Tower Asset Sub, LLC

a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

IF NO DESCRIPTION: Being situated in the County of New Castle, State of Delaware, and being known as
New Castle County APN: 15-010.00-053.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and, if applicable, easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). **[CHOOSE ONE]**: The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any). **OR** The Square footage of the Leased Premises shall be the greater of: (i) _____ square feet; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Sarah Kmiecik, Esq.
ATC Site No: 310275
ATC Site Name: Kaysville UT
Assessor's Parcel No(s): 11-104-0104

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: _____
State of Utah
County of Davis

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 201__ by and between **Kaysville City**, a Utah municipal corporation ("**Landlord**") and **American Tower Asset Sub, LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement (Ground) dated March 13, 2000 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be March 31, 2040. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 23 East Center St., Kaysville, UT 84037; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

Kaysville City,
a Utah municipal corporation,

Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

American Tower Asset Sub, LLC

a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

IF NO DESCRIPTION: Being situated in the County of New Castle, State of Delaware, and being known
as
New Castle County APN: 15-010.00-053.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and, if applicable, easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). **[CHOOSE ONE]**: The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any). **OR** The Square footage of the Leased Premises shall be the greater of: (i) _____ square feet; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower
Attn: Land Management/Sarah Kmiecik, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): 11-104-0104

RESOLUTION AND CONSENT AFFIDAVIT

Kaysville City, a Utah municipal corporation,

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to American Tower Asset Sub, LLC, a Delaware limited liability company (the "**Tenant**") pursuant to that certain Communications Site Lease Agreement (Ground) dated March 13, 2000 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment, a copy of which is attached hereto as **Exhibit A** and by this reference made a part hereof.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.

- NOMINEE: (Print Name) _____
(Address) _____

- [SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

Signature: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

Signature: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

Signature: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

Signature: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

Signature: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

Signature: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

KAYSVILLE CITY COUNCIL



Meeting Minutes
December 1, 2016

Minutes of the Kaysville City Council meeting held Thursday, December 1, 2016 at 7:00 p.m. in the City Council Chambers of the Kaysville City Municipal Center at 23 E Center St., Kaysville, UT 84037.

Present: Mayor Hiatt, Council Member Snell, Council Member Page, Council Member Adams, Council Member Lee and Council Member Garn.

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, City Recorder Maria Devereux, Parks and Recreation Superintendent Cole Stephens, Police Chief Oberg, Fire Chief Brett Larkin, Recreation Director Kris Willey-High, Bill Sanders, Susan Firmage, Justin Brimhall, Louise Shaw, Liz Sanders, Ann Marie Atkinson, Darrell McKinnon, Lorene Kamalu, Dave Davies, Carole Walker, Brigg Lewis, John Inderrieden, Louise Inderrieden, Adam Hughes, Gary Bullock, Marc Robinson, and David Robinson.

Mayor Hiatt expressed gratitude to the firefighters for their dedicated work in the cold season and always. He gave thanks for their efforts in the community.

DEPARTMENT REPORT - PARKS AND RECREATION DIRECTOR COLE STEPHENS

Cole Stephens, Director, Parks and Recreation, gave an overview of the Cemetery, Parks and Recreation programs. He explained that in 22.5 years the cemetery may be filled to capacity. He reviewed the amount of acreage both developed and undeveloped.

Cole Stephens explained that the target audience for recreation programs are 3 years old and up. He noted that the largest recreation program is soccer, with over 2,250 participants. He explained that numerous volunteers are needed for recreation program coaches and other community events. He noted that the estimated volunteer hours total is 46,600, valued at over 1M dollars.

Cole Stephens noted that the major projects for 2017 will be the installation of Pickleball courts, installation of the Millwheel and the park sign within Heritage Park, installation of the northwest restroom at Barnes Park, and new park construction at Pioneer Park.

Mayor Hiatt stated that he is proud of the Parks and Recreation Department and praised the City Council for their support.

Council Member Snell thanked Cole Stephens and his team for their exemplary work. He stated that he feels it a privilege to be a liaison to the Parks and Recreation Department.

VOLUNTEER OF THE MONTH

Council Member Snell explained that the award of Volunteer of the Month will be moving to a quarterly event.

CALL TO THE PUBLIC

Mayor Hiatt noted that Call to the Public is the time to address agenda items and asked the audience to limit comments to three minutes.

Darrel McKinnon thanked the City Council and Brett Larkin, Fire Chief, for their service. He stated that since the Fire Department prefers the MSA air packs, they should be given what they have requested.

Mark Robinson stated that the matter of the air packs has been addressed and feels that the bid process is proper.

David Robinson addressed the Better City staff report and asked if the City has considered paying a full time employee, since \$52,000 might be better spent. He noted that he has spoken with Adam Hughes in regard to the Better City agreement, he has addressed his concerns and that Adam Hughes is in agreement of the suggested changes. David Robinson discussed the Air Pack bids and how he is concerned about the reputation of Kaysville City preserving the integrity of its bidding process.

COMMITTEE RECOMMENDATION FOR THE OLD LIBRARY BUILDING

Bill Sanders explained that the old library building was previously the City Hall building, and the library. He explained that the City sought grant funding to construct the building during the depression and explained that the committee was charged with preserving the history of the building and finding the best way to utilize the building for future use.

Bill Sanders introduced the committee members: Ann Marie Atkinson, Jennifer Ford, Ramona Porter, Carol Major, Chloe Thompson, Sue Firmage, Diane Swenson, Heidi Hill, Sara Thatcher, Kap Lewis, Louise Inderrieden, Kay Allen, and Brighton Walker.

He stated that the committee recommends the old library remain and be used to fulfill staffing needs of the City by providing offices, storage space and any other needs that assist the City in meeting City goals and objectives. He stated that the committee recognizes the historic nature of the old building. He explained that the committee also recommends making room to temporarily house existing paintings, and historical items. He noted that the committee recommends that a museum be constructed separately from the City and that they establish a 501c3, a non-profit corporation, to spearhead that effort. He praised the efforts of Linda Ross, previous City Recorder, who collected historical items for display. He thanked the committee for their hard work.

ECONOMIC DEVELOPMENT AGREEMENT PROPOSAL WITH BETTER CITY

Shayne Scott, City Manager, discussed economic development and explained that the City has had success recruiting Smith's Marketplace and other area businesses, though Kaysville City has experienced a lull when it comes to Economic Development. He stated that the ad hoc Economic Development Committee continues to meet once or twice each month and has determined that additional expertise is needed to help attract desirable development in key locations within the city. He explained that while Kaysville does not currently require a full time Economic Development employee or department, having these sorts of activities be staff's last priority is also not yielding the results our citizen's would like to see.

Using a consulting firm who can provide the expertise and time needed to guide economic development would put the City in a proactive position to attract development that meets the desires of the City and its residents.

Shayne Scott explained that City staff have been discussing ways in which various economic development companies that specialize in business recruiting and development might help Kaysville City. Staff has met with and received proposals from three different consulting firms, Buxton, Revitalization Writing Services, and Better City. He noted that after meeting with each firm, staff recommends contracting with Better City. He stated that while all three proposals had ideas and elements that could assist the City in attracting business, that Better City has taken a focused, aggressive and results based approach. With Better City working with Kaysville, and for a minimum investment, the City can have a professional organization doing the recruiting while utilizing their expertise, he explained.

Council Member Snell stated that he is in favor of this proposal and noted that the City can terminate the agreement with 90 days' notice. He feels this is a low risk agreement.

Mayor Hiatt stated that he doesn't have a specific business in mind and isn't in favor of a change in zoning. He explained that the agreement with Better City is performance based. He asked for comments from the public.

Adam Hughes with Better City, stated that they will put in an exorbitant amount of effort and strive to partner with clients to generate results. Their approach is to tailor economic development to every City, congruent to what the Cities goals are. He thanked the Council for their consideration.

David Robinson, noted that he looked at the Better City document and felt a few items were not clear. He explained that Pg 2. Paragraph A, Section 3 is open ended and could require additional negotiation and cost the City more in fees. He explained other terms and wording within the agreement that should be better defined.

Council Member Snell thanked David Robinson for his insight and comments and noted that staff will have the City Attorney review the agreement.

Council Member Garn made a motion to adopt the agreement with implemented changes as presented, with approval of the City Manager, second by Council Member Snell.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed unanimously.

AIR PACK BIDS

Mayor Hiatt noted that the discussion of air packs and bids has been ongoing and is in regard to replacing the Air Packs for the Fire Department. He noted that the last meeting the Council had a discussion about the pros and cons of Honeywell versus MSA and the possibility of procuring the Air Packs with grant funding.

Council Member Lee explained that she wasn't able to find grants for air packs. She explained that no grants have been applied for thus far, for air packs, and she feels the City should keep trying and actually apply. She noted that the key person that was assisting with grant research had a family emergency and wasn't able to participate.

Fire Chief Larkin addressed Air Packs and the bids received. He explained the necessity of the devices. He noted that the City was not eligible for air pack grants that he was aware of. He noted that grants are given to bring departments up to a specific standard. He explained that he would also have had to sign a document stating that there was no other way to pay for the air packs. This made them ineligible for the grant.

Council Member Garn noted that he is reluctant to delay the process if there is no possibility for a grant.

Fire Chief Larkin, explained that the National Fire Protection Association makes the necks of the bottles (cylinders) interchangeable. He noted that Honeywell and MSA are interchangeable, albeit different bottles. He explained that they would like to change to the 45 minute bottles and these new bottles will not work with the current Honeywell brand they have.

Council Member Adams noted that FEMA grants have been given in Ohio.

Fire Chief Larkin noted that many grants are available if a grant hasn't been given before. He noted that grants are hard to get and there are not many grants available. He explained that grants are given to those in most need. He stated that he has checked with other cities and many have not received grants for specific items. He noted that Davis County Fire Departments worked together in 2010 for a collective grant that benefited all. He also explained that he applied for a grant this year for an exhaust system, valued at approximately \$90,000, he stated the City match would be \$8,000.

Council Member Garn noted that there may be consequences to choices the City makes if they choose the higher bid.

Council Member Adams explained that the City Council has the option of going with or not going with the lowest responsible bidder.

Mayor Hiatt asked if there is any decision in regard to continuing to research grants.

Council Member Snell noted that they budgeted for this purchase, and though not urgent, it is important for air packs to be updated. He stated the Council should move forward and not wait for further grant research.

Council Member Garn noted that it is clear that Chief Larkin made reasonable efforts to pursue a grant and has done everything in his power to find a grant. He noted that they are out of time and new bottles are needed in 2017. He questioned the probability of getting a grant this year.

Council Member Lee explained that it would be beneficial to search for grants. She feels that delaying this another month may be beneficial.

Shayne Scott, City Manager, offered legal insight. He noted that he met with Mr. King, contracted City Attorney, to get his legal opinion. He explained that the City can take the lower bid. He explained the City can also take the MSA bid since Kaysville City reserves the right to make an award in the best interest of the City.

Council Member Adams explained the City should go back to each bidder to ask for a trade-in credit. He stated that he disagrees with the assessment of the Attorney though conceded that the Attorney may not have all information.

Chief Larkin noted the public bid opening was done and there was a sealed bid process.

Council Member Garn noted that the same criteria needs to be considered for each bid and each company.

Mayor Hiatt stated that this matter should be resolved. He explained that the City need to promote expediency in the matter of life saving devices. He stated that this is a matter now effecting moral.

Council Member Garn made a motion to approve the MSA equipment exempt from the trade-in of the cylinders, second by Council Member Snell.

Council Member Adams noted that he is in support of the MSA air packs and feels that per the procurement policy, the Council can make the decision.

Council Member Snell noted that the refund of the air packs was offered after the bids were given and not included in the air pack bids. He noted that each bid has to be fair and wants Kaysville City to be fair and not circumvent the bid process. He noted that he has realized that MSA is preferred by the majority of the firefighters and realizes now that MSA is a better product with better communication ability. He noted that he is not in favor of rebidding due to a timing issue.

Mayor Hiatt noted that he agrees, to keep the integrity of the process separately. He noted that air tanks would be a separate return to keep the process separate.

Council Member Lee noted that as a member of the City Council that monies are well spent. She noted that feels that a delay to find more grants would be worthwhile.

Council Member Page noted that he is in favor of a third party seeking grants for the city. He noted that he is not convinced that they have looked at all grant opportunities. He noted that trades should be part of the bid process. He feels that bids can be rejected and rebid to include a trade in for each pack.

Council Member Garn made an amended motion to accept the MSA bids, and direct staff, in a separate transaction to sell the remaining packs economically, second by Council Member Snell.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Nay
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Lee, Nay

The motion failed three to two.

Council member Adams made a motion to accept the MSA bid including the buyback of the existing air packs.

Motion fails for lack of a second.

Council Member Garn noted that it is important to decide this issue and to move this matter forward even though this is not his desired process. He is not in favor of delaying this matter further.

Council Member Adams made a motion to move forward with the MSA bid and accept the trade in-credit, second by Council Member Lee.

Council Member Snell explained that he will vote against the motion. He noted that he believes that the bid process was not done correctly and that it is important to have a bid process that has integrity.

The vote on the motion was as follows:

Council Member Snell, Nay
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Lee, Yea

Motion passed four to one.

COUNCIL MEMBER REPORTS

Mayor Hiatt explained that it was brought to his attention that the DABC (Department of Alcohol Beverage Control) suggested a good location for a new State liquor store would be Kaysville City. He noted that the liquor store would not be a priority for Kaysville City.

MINUTES

Mayor Hiatt asked for a motion to approve the Minutes for November 17, 2016.

Council Member Snell made a motion to approve the Minutes for November 17, second by Council Member Page.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed unanimously.

CALENDAR ITEMS

The current calendar items are listed on the website.

Mayor Hiatt noted that due to a light meeting agenda he recommends cancelling the December 15, 2016, City Council meeting and reconvening on January 5th.

Council Member Page made a motion to cancel the December 15th City Council meeting, second by Council Member Lee.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed unanimously.

Council Member Snell made a motion for adjournment at 10:32 p.m., second by Council Member Garn and passed unanimously.

City Calendar and Events, Community Events, Holidays in United States,
Other Events Happening in Kaysville, Recreation Programs and Activities

Jan 2017 (Mountain Time)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 New Year's Day	2 City Offices Closed New Year's Day	3 11:30am - Business	4	5 8am - Kaysville 7pm - City Council	6	7
8	9	10	11	12 Christmas Tree 7pm - Planning	13	14
15	16 City Offices Closed Martin Luther King	17 11:30am - Business	18	19 7pm - City Council	20	21
22	23	24	25	26 7pm - Planning	27	28
29	30	31	1	2 8am - Kaysville 7pm - City Council	3	4

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	31	1	2	3	4
				8am - Kaysville 7pm - City Council		
5	6	7	8	9	10	11
		11:30am - Business		7pm - Planning		
12	13	14	15	16	17	18
		Valentine's Day		7pm - City Council		
19	20	21	22	23	24	25
	City Offices Closed Presidents' Day	11:30am - Business		7pm - Planning		
26	27	28	1	2	3	4
				8am - Kaysville 7pm - City Council		

City Calendar and Events, Community Events, Holidays in United States,
Other Events Happening in Kaysville, Recreation Programs and Activities

Mar 2017 (Mountain Time)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	1	2 8am - Kaysville 7pm - City Council	3	4
5	6	7 11:30am - Business	8	9 7pm - Planning	10	11
12 Daylight Saving	13	14	15	16 7pm - City Council	17	18
19	20	21 11:30am - Business	22	23 7pm - Planning	24	25
26	27	28	29	30	31	1



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville Business Park Architectural Review Committee will hold a special meeting followed by a regular City Council meeting on Thursday, January 5, 2017, starting at 6:45 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

The agenda shall be as follows:

6:45 p.m. ARCHITECTURAL REVIEW COMMITTEE MEETING

1. Approval of new office warehouse at 340 N 900 W, Kaysville UT – Ed Dayton, KK Mechanical.

7:00 p.m. CITY COUNCIL MEETING

1. Opening – Council Member Susan Lee.
2. Volunteer of the Season – Council Member Chris Snell.
3. Employee Award Presentation – Mayor Steve Hiatt.
4. Call to the Public.
5. Preliminary and Final Plat for the WCP Kaysville Condominium Subdivision at 2025 W 200 N, Kaysville UT. – Matt West, WCP Investments.
6. Preliminary Plat for the 40 E Crestwood PUD Subdivision. – Flint Barber
7. Pioneer Park Consulting Agreement – Cole Stephens.
8. Shepherd Lane sidewalk bid.
9. Parking proposal discussion.
10. Cell tower lease with American Tower Asset.
11. Council Member Reports.
12. Minutes.
13. Calendar.
14. Adjournment.

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

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on December 30, 2016.

Maria Devereux
Maria T. Devereux
City Recorder