

1. City Council Meeting Agenda

Documents:

[JANUARY 19, 2017 CITY COUNCIL REGULAR MEETING AGENDA
PACKET.PDF](#)
[JANUARY 19, 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 City Council will hold a regular council meeting on Thursday, January 19, 2017, starting at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

The agenda shall be as follows:

1. Opening – Council Member Larry Page.
2. Business Spotlight.
3. Power Commission Appointments – Mayor Hiatt.
4. Call to the Public.
5. USU Master Plan Presentation – Jerry Goodspeed.
6. Proposal to retain ‘No Parking’ signs north of Davis High School.
7. Parking Ordinance 17-01-01, Revising and Amending provisions of the Revised Ordinances of Kaysville City.
8. Ordinance 17-01-02, Amending Section 17-31-2, Accessory Buildings, of the Revised Ordinances of Kaysville City.
9. Tyler Meadows Subdivision Acceptance of Improvements at 550 South Knight’s Way and 988 West Smith Lane.
10. Quarterly Budget Update – Dean Storey, Finance Director.
11. Cell Tower Lease with American Tower Asset.
12. Council discussion and action of possible Code of Conduct violation.
13. Council Member Reports.
14. Minutes.
15. Calendar.
16. Closed session to discuss the character, professional competence, or physical or mental health of an individual.
17. 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 January 13, 2017.

Maria Devereux

Maria T. Devereux
City Recorder



City Council Staff Report

Parking Proposal January 19, 2017

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 the presentation to city council on January 5 where staff was instructed to get together and come up with a proposal to administer parking fairly while not adversely impacting residents that live in this area. Both sides of the issue have claimed safety as a priority but in different ways and for different groups.

Staff discussed 4 different proposals to best come to a place where compromise and good is done for the most people. The four options discussed were:

1. Remove all signs and allow parking in this area
2. Allow for only 2 hour parking
3. Allow for no parking from 10am – 2pm
4. Allow for parking in the area by permit only

Recommendation:

It is the staff recommendation to go with Option 3 and restrict parking from 10am – 2pm. It is recommended we take the following actions

- Decriminalize parking violations in Kaysville by passing the proposed ordinance
- Update all signs to reflect new parking hours in all locations.
- Enforce the No Parking at least once each school day with Kaysville Police Officer staff (keeping in mind that this no parking extends to any and all cars during posted hours)
- Install additional signs in additional areas around DHS as needed.
- Encourage DHS staff and administrators to perform the tasks they have committed to performing and continue to address the parking problem at Davis High School.

Reasoning:

City staff believe that there is no answer to parking in the city that will make the local residents and school administrators happy. Currently the signs that are up can be confusing and unenforceable. While many residents that live near DHS would be unhappy with the removal of the No Parking signs, keeping signs in any fashion will also disappoint school staff and some parents. Staff also believes that, although a more complicated system (including permitting) may provide more flexibility, it is much more difficult to administer and has potential to lose effectiveness over time as permits are lost, etc. This also happened here in the past in the areas where a permit was initially issued.

Using the proposed system of enforcement during set hours will also have the following positive and potentially negative consequences:

- allow the police department to treat everyone fairly
- uniform signs will be clear, uniform, and enforceable
- will discourage parking by students that are parking for the entire school day
- will restrict the use of the ROW for parking during these hours to ALL cars (in hopes that most residents that use the ROW for parking can do so before or after posted hours and mostly in the evening)
- will not require any additional city resources, at least in the beginning, and will not add additional responsibilities to other city staff.
- will not require a permitting process that can be costly, time consuming, and require additional enforcement and staff resources
- will allow the city to also treat other residents in a similar fashion by easily installing more signs in other affected areas around DHS.
- minimize the impact on the homeowner

Staff was able to sit down with both residents in the area that are affected by this parking as well as school district administrators. The recommended option was presented to both groups. Feedback from area residents asked that the parking be restricted all day during school hours with a permit to park made available to residents only. Staff believes this could be accommodated as a quasi-Option 3/Option 4 solution. Many residents would not choose to get a permit and permits would not be available for students so this would not cause an undue burden on city staff, require additional manpower and other resources, etc.

Feedback from the school administrators was less encouraging. Feelings from the school are that this is in no way a compromise and that the school is not receiving anything from this proposal.



City Council Staff Report

Parking Proposal January 19, 2017

Description:

Along a similar vein in parking discussions surrounding the signs north of DHS, the idea of decriminalizing parking has also been discussed. Regardless of the outcome of the signs, staff believes that moving parking violations from a criminal to a civil offense would allow for better enforcement and easier collection. Parking offenses tend to be more minor offenses and there is a significant time and cost savings in moving these offenses to civil matters. The burden of proof on a parking violation is also removed from the court system.

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. As part of this removal staff can also paint red curb paint showing clearly where drivers should and should not legally park.
- 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.

DHS has proposed to striping and making available parking stalls on campus that presently unavailable. They have agreed to provide enforcement assistance with parking on said streets. They have also expressed a willingness to help pay for paint and other material costs that might arise with this changing policy.

ORDINANCE NO. 17-1-1

AN ORDINANCE REVISING AND AMENDING PROVISIONS OF THE REVISED ORDINANCES OF KAYSVILLE CITY REGARDING PARKING ON THE PUBLIC STREETS, ROADS AND ALLEYS OF KAYSVILLE CITY; PROVIDING FOR PAYMENT OF CIVIL PENALTIES FOR VIOLATIONS AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Kaysville City is authorized by law to regulate the use of streets, alleys and avenues within the City and to prevent and remove obstructions and encroachments thereon; and,

WHEREAS, current provisions of the Revised Ordinances of Kaysville City provide that parking violations are criminal violations subjecting violators to criminal penalties; and,

WHEREAS, Kaysville City now desires to amend the Revised Ordinances of Kaysville City to make parking violations civil violations subject to payment of civil fees rather than criminal violations subject to criminal penalties; and,

WHEREAS, Kaysville City desires to provide a method to make it easier and more convenient for the public to respond to a Notice of Violation of parking rules and regulations,

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

SECTION ONE:

REPEAL OF CURRENT PARKING PROVISIONS

The Revised Ordinances of Kaysville City are hereby amended by repealing sections 6-2-5 and 6-2-6.

SECTION TWO:

ADOPTION OF NEW PARKING REGULATIONS

The Revised Ordinances of Kaysville City are hereby amended by adopting a new Title 6, Chapter 2b to read as follows:

“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 regulations 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 fifteen feet (15') 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 and City owned 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 unmoved 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 a vehicle, except authorized emergency vehicles, in any manner or leave a parking space and then re-enter it to avoid the intent of this Chapter.
- (b) Every driver about to enter a parking space being vacated shall stop 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 a 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 Chapter, 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 established from time to time by Resolution of the City Council.

- (a) Any penalty paid within ten (10) days from the date of issuance of the Notice of Parking Violation shall be reduced by 50% of the civil fee;
- (b) Any fee that is paid between ten (10) and thirty (30) days shall be reduced by 25% of the civil fee;

- (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 amount of the 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 of 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 excuse for payment of the civil fee shall be on the person claiming the excuse.

(4) If the Hearing Officer finds that no unauthorized use occurred or an unauthorized use occurred but one or more of the excuses 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 excuses 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 excuse 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 Hearing Officer.

(5) If the Hearing Officer finds that an unauthorized use occurred and no applicable excuse 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 civil fee.

(6) If the civil fee 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."

SECTION THREE: **EFFECTIVE DATE**

Publication of this Ordinance or a Summary hereof shall be completed as soon as practicable and if publication has been completed prior to July 1, 2017 this Ordinance shall become effective on that date.

PASSED AND ADOPTED this ____ day of January, 2017.

Steve A. Hiatt
Mayor

ATTEST:

Maria Devereux
City Recorder

Published a Summary one time only in the Davis County Clipper on January ____, 2017.

ORDINANCE NO. 2017-01-02

AMENDING SECTION 17-31-2, ACCESSORY BUILDINGS, OF THE REVISED ORDINANCES OF KAYSVILLE CITY.

WHEREAS, the restrictions for regulating accessory buildings to allow for greater flexibility on larger properties merits consideration; and

WHEREAS, the appropriate notice has been given regarding the consideration of this Ordinance Action; and

WHEREAS, the Kaysville City Planning Commission held a Public Hearing and made a positive recommendation to the Kaysville City Council;

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

SECTION ONE

Section 17-31-2, Accessory Buildings, of Chapter 17-31, SPECIAL PROVISIONS APPLYING TO PARTICULAR USES, of Title 17, Planning and Zoning, of the Revised Ordinances of Kaysville City, 1993, are amended to read as follows:

17-31-2 Accessory Buildings.

- (1) All accessory buildings shall comply with the provisions of this Title. No accessory building shall be located in any front yard or required side yard.
- (2) Any accessory building attached to the main building shall be made structurally a part of the main building and shall comply in all respects with the requirements of this Title applicable to the main building.
- (3) One story detached accessory buildings smaller than 200 square feet shall not be located so that they cause storm water runoff onto the adjacent property. Accessory buildings 200 square feet or larger shall have the required permits and be located not closer than one foot (1 ') to the adjacent property line and so that storm water does not run off onto the adjacent property.
- (4) Accessory buildings in any zone shall occupy no more than twenty percent (20%) of the lot area less the footprint area of the main building. An accessory building shall not exceed ten percent (10%) of the lot area or three thousand (3,000) square feet, whichever is more restrictive. Accessory buildings may exceed three thousand (3,000) square feet in area by conditional use in the zones where allowed by conditional use.
- (5) Accessory buildings shall not exceed in height the line created by a point twelve feet (12') above ground at the property line and extending upwards from that point at a 45 degree angle towards the interior of the property, up to the maximum building height allowed in the zone.

(6) Buildings housing farm animals shall comply with Section 17-24-3.

SECTION TWO

This Ordinance shall take effect upon the date of publication of a summary thereof, one time only, in The Davis Clipper.

APPROVED AND ADOPTED this _____ day of _____, 2017

Steve A. Hiatt
Mayor

ATTEST:

Maria T. Devereux
City Recorder



City Council Staff Report

Amending Section 17-31-2, Accessory Buildings, of the Revised Ordinances of Kaysville City. January 19, 2017

Description:

In response to concerns from residents regarding the existing requirements pertaining to accessory buildings, staff has been asked to research possible modifications to the ordinance that may more appropriately accommodate accessory structures such as sheds and detached garages that residents are proposing.

It is not uncommon to have a request for larger and taller accessory buildings in order to house or accommodate large recreation vehicles, RV's, boats, etc. The current ordinance allows for such structures to be built up to the maximum allowed height in the zone, but based on the way it is measured currently often requires such buildings be set back and positioned from property lines such that the access to such buildings is no longer suitable. ie: garage positioned so that maneuvering a boat or RV is all but impossible.

Staff has researched ordinances of other cities throughout the State and discussed internally different concerns and means of modifying the current ordinance. Based on this research and discussion the following amendment is proposed by staff.

Proposed Ordinance Amendment.

17-31-2 Accessory Buildings.

- (1) All accessory buildings shall comply with the provisions of this Title. No accessory building shall be located in any front yard or required side yard.
- (2) Any accessory building attached to the main building shall be made structurally a part of the main building and shall comply in all respects with the requirements of this Title applicable to the main building.
- (3) One story detached accessory buildings smaller than 200 square feet shall not be located so that they cause storm water runoff onto the adjacent property. Accessory buildings 200 square feet or larger shall have the required permits and be located not closer than one foot (1 ') to the adjacent property line and so that storm water does not run off onto the adjacent property.
- (4) Accessory buildings in any zone shall occupy no more than twenty percent (20%) of the lot area less the footprint area of the main building. An accessory building shall not exceed ten percent (10%) of the lot area or three thousand (3,000) square feet, whichever is more restrictive. Accessory buildings may exceed three thousand (3,000) square feet in area by conditional use in the zones where allowed by conditional use.

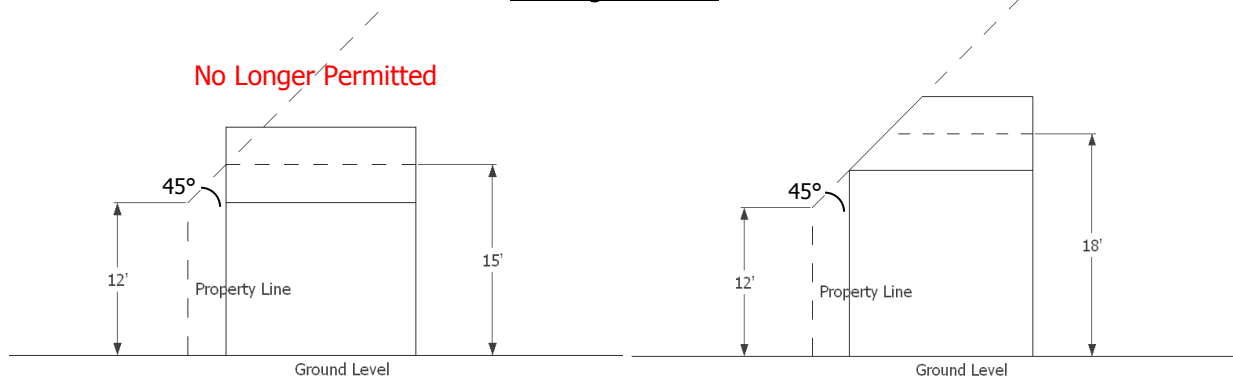
(5) No part of an accessory buildings shall extend above the line created by any point twelve feet (12') above ground at the property line and extending upwards from that point at a 45 degree angle towards the interior of the property, up to the maximum building height allowed in the zone.

(6) Buildings housing farm animals shall comply with Section 17-24-3.

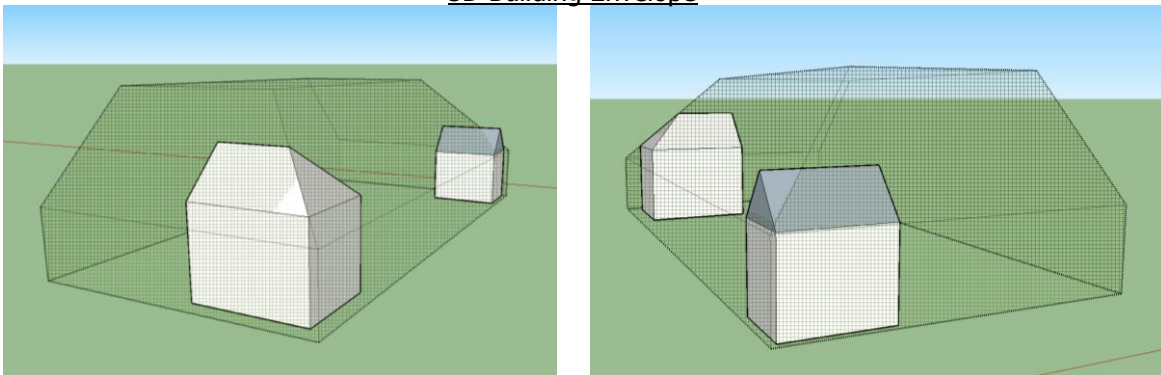
Example Drawings.

current ordinance vs. proposed ordinance.

Building Elevation



3D Building Envelope



Recommendation:

The Planning Commission voted unanimously to recommend approval of the proposed amendment of Section 17-31-2 to the City Council.

Reasoning:

The proposed changes give the potential of increased building height closer to property lines but more specifically dictate how those buildings are constructed as a means of reducing impacts to neighboring properties.

Attachments:

Attachment 1: Ordinance 2017-01-02



City Council Staff Report

Tyler Meadows Subdivision Acceptance of Improvements January 19, 2017

Applicant/Owner: Wright Development Group
Location: Approximately 550 South Knight's Way and 988 West Smith Lane

Description:

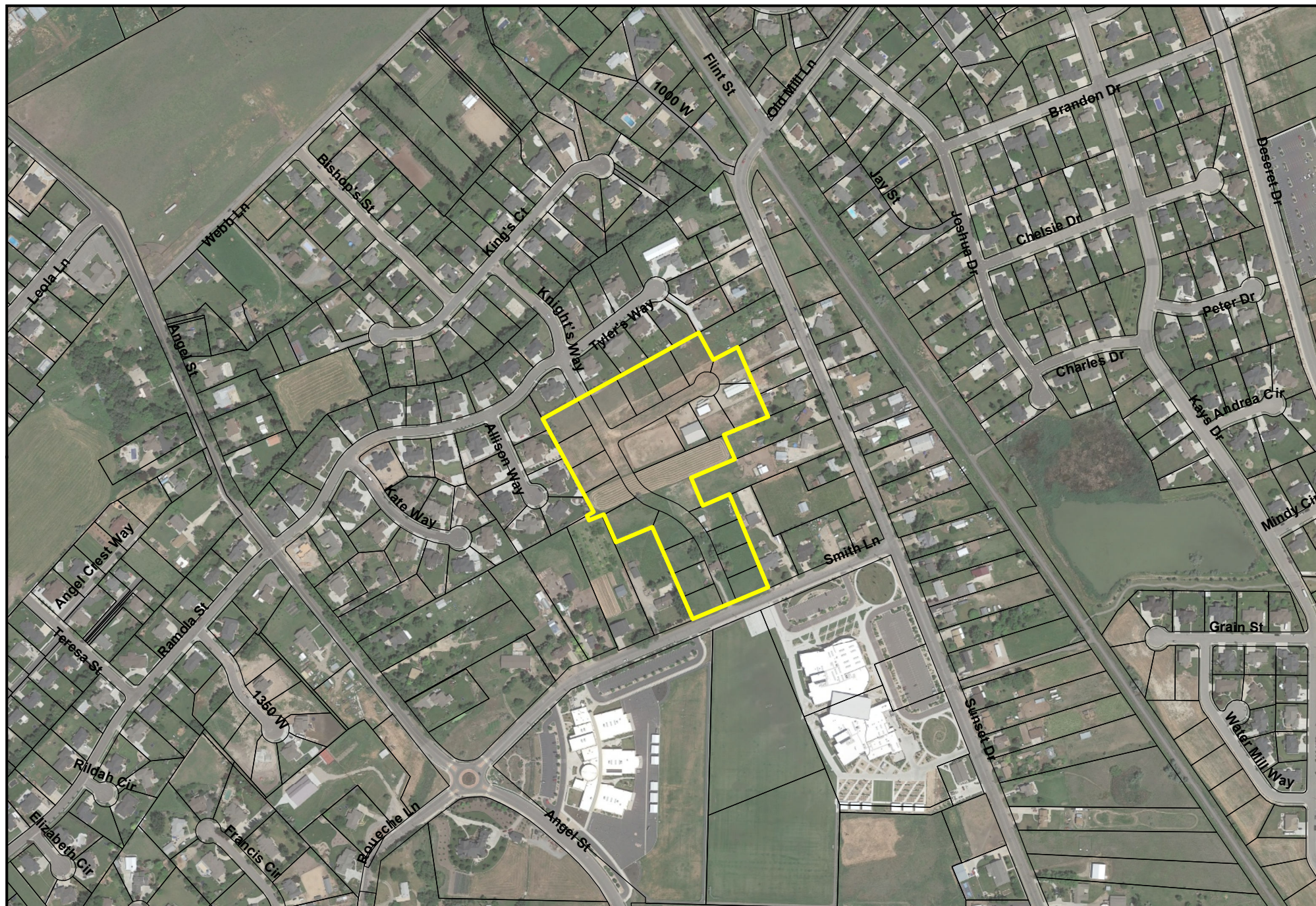
The developer of this project has completed installing the required improvements and has requested that they be accepted. City staff has completed an inspection and recommends that the City Council accept the improvements.

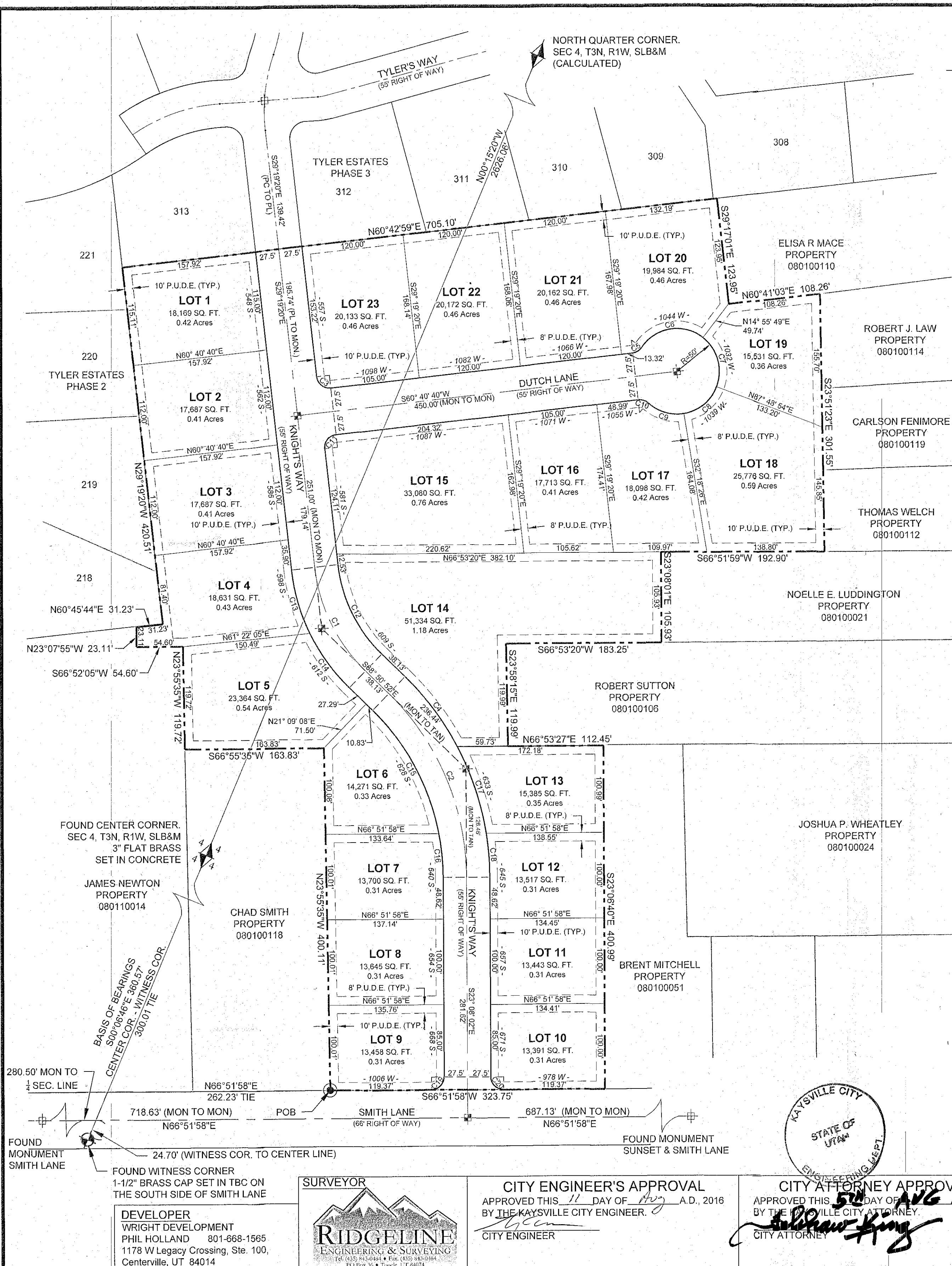
Recommendation:

Staff recommends that the improvements be accepted with the standard ten percent bond and one year warranty period.

Attachments: Location Map
Plat Map

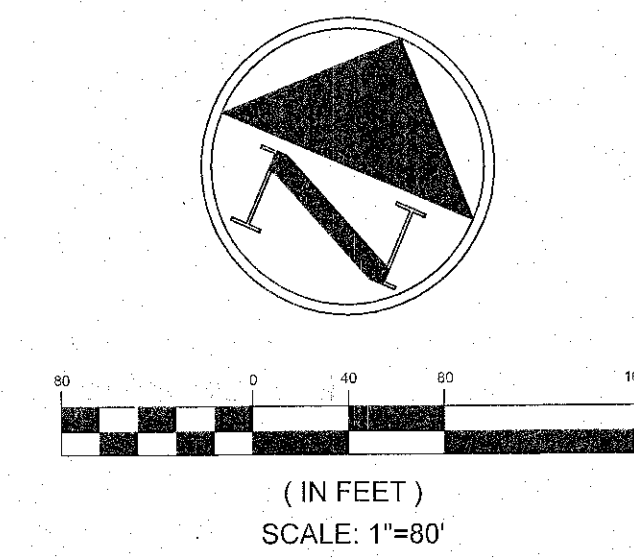
Tyler Meadows Subdivision





TYLER MEADOWS SUBDIVISION

LOCATED IN THE SW QUARTER OF THE NE QUARTER AND THE SE QUARTER OF THE NW QUARTER AND THE NW QUARTER OF THE SE QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH
JULY 2016



- LEGEND**
- SECTION CORNER
 - EXISTING STREET MONUMENT
 - NEW STREET MONUMENT
 - (FOUND) WITNESS CORNER
 - P.U.D.E. PUBLIC UTILITY AND DRAINAGE EASEMENT

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TAN	CHORD	CHORD BRG
C1	137.97'	200.00'	39°31'32"	71.86'	135.25'	S49°05'06"E
C2	239.36'	300.00'	45°42'50"	126.46'	233.06'	S45°59'27"E
C3	23.56'	15.00'	90°00'00"	15.00'	21.21'	S74°19'20"E
C4	102.73'	327.50'	17°58'20"	51.79'	102.31'	S59°51'42"E
C5	12.87'	15.00'	49°10'04"	6.86'	12.48'	N36°05'38"E
C6	81.52'	50.00'	93°25'13"	53.08'	72.79'	N58°13'13"E
C7	63.60'	50.00'	72°53'05"	36.92'	59.40'	S38°37'39"E
C8	52.25'	50.00'	59°52'41"	28.80'	49.91'	S27°45'14"W
C9	45.51'	50.00'	52°09'10"	24.47'	43.96'	S83°46'09"W
C10	12.87'	15.00'	49°10'04"	6.86'	12.48'	S85°15'42"W
C11	23.56'	15.00'	90°00'00"	15.00'	21.21'	S15°40'40"W
C12	119.00'	172.50'	39°31'32"	61.98'	116.65'	S49°05'06"E
C13	77.63'	227.50'	19°33'04"	39.20'	77.25'	N39°05'52"W
C14	79.31'	227.50'	19°58'28"	40.06'	78.91'	N58°51'38"W
C15	165.73'	272.50'	34°50'43"	85.51'	163.18'	N51°25'30"W
C16	51.69'	272.50'	10°52'07"	25.92'	51.61'	N28°34'05"W
C17	106.97'	327.50'	18°42'54"	53.97'	106.50'	S41°31'04"E
C18	51.60'	327.50'	9°01'35"	25.85'	51.54'	S27°38'49"E
C19	23.56'	15.00'	90°00'00"	15.00'	21.21'	N21°51'58"E
C20	23.56'	15.00'	90°00'00"	15.00'	21.21'	S68°08'02"E

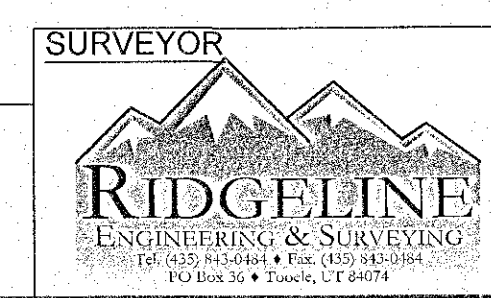
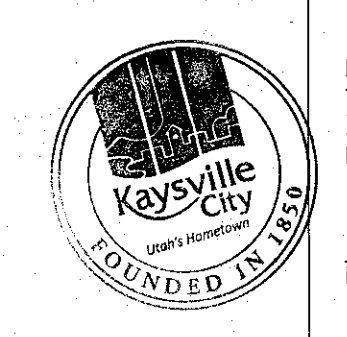
CORPORATE ACKNOWLEDGEMENT:

STATE OF UTAH
COUNTY OF DAVIS S.S.

ON THE 21 DAY OF JULY, A.D. 2016, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF DAVIS IN SAID STATE OF UTAH, GMW DEVELOPMENT, THE SIGNER OF THE ABOVE OWNERS DEDICATION, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY ON BEHALF OF SAID ENTITY FOR THE USES AND PURPOSES THEREIN.

10-14-19
MY COMMISSION EXPIRES:
685565

Julie B. Boyle
NOTARY PUBLIC RESIDING AT:
Julie B. Boyle



CITY ENGINEER'S APPROVAL
APPROVED THIS 11 DAY OF Aug, A.D., 2016
BY THE KAYSVILLE CITY ENGINEER.
[Signature]
CITY ENGINEER

CITY ATTORNEY APPROVAL
APPROVED THIS 11 DAY OF Aug, A.D., 2016
BY THE KAYSVILLE CITY ATTORNEY.
[Signature]
CITY ATTORNEY

PLANNING COMMISSION
APPROVED THIS 25 DAY OF Aug, A.D., 2016
BY THE KAYSVILLE CITY PLANNING AND ZONING COMMISSION.
[Signature]
CHAIRMAN

CITY COUNCIL ACCEPTANCE
APPROVED THIS 25 DAY OF Aug, A.D., 2016
BY THE KAYSVILLE CITY COUNCIL.
[Signature]
MAYOR
[Signature]
CITY RECORDER

SURVEYOR'S CERTIFICATE:

I, JOHN L. RIDDLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 5331543, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS: **TYLER MEADOWS SUBDIVISION** AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

7/20/2016
DATE: 7-20-16

JOHN L. RIDDLE
LICENSE NO. 5331543

BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BEING DESCRIBED BY SURVEY AS THE FOLLOWING:

COMMENCING AT THE CENTER OF SAID SECTION 4, THENCE S00°06'46"E ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 AS MONUMENTED BY THE WITNESS CORNER TO THE CENTER OF SAID SECTION 4, A DISTANCE OF 300.01 FEET TO THE NORTHERLY LINE OF SMITH LANE; THENCE N66°51'58"E ALONG SAID NORTHERLY LINE, A DISTANCE OF 262.23 FEET TO THE POINT OF BEGINNING; THENCE N23°55'35"W, A DISTANCE OF 400.11 FEET; THENCE S66°55'35"W, A DISTANCE OF 163.83 FEET; THENCE N23°55'35"W, A DISTANCE OF 119.72 FEET; THENCE S66°52'05"W, A DISTANCE OF 54.80 FEET; THENCE N23°07'55"W, A DISTANCE OF 23.11 FEET TO THE SOUTHERLY LINE OF TYLER ESTATES PH-2; THENCE N60°45'44"E ALONG SAID SOUTHERLY LINE, A DISTANCE OF 31.23 FEET TO THE SOUTHEAST CORNER OF TYLER ESTATES PH-2; THENCE N29°19'20"W ALONG THE EASTERLY LINE OF TYLER ESTATES PH-2, A DISTANCE OF 420.51 FEET TO THE SOUTHWEST CORNER OF TYLER ESTATES PH-3; THENCE N60°42'59"E ALONG THE SOUTHERLY LINE OF TYLER ESTATES PH-3, A DISTANCE OF 705.10 FEET; THENCE S29°17'01"E, A DISTANCE OF 123.95 FEET; THENCE N60°41'03"E, A DISTANCE OF 108.26 FEET; THENCE S23°51'23"E, A DISTANCE OF 301.55 FEET; THENCE S66°51'59"W, A DISTANCE OF 192.90 FEET; THENCE S23°08'01"E, A DISTANCE OF 105.93 FEET; THENCE S66°53'20"W, A DISTANCE OF 183.25 FEET; THENCE S23°58'15"E, A DISTANCE OF 119.99 FEET; THENCE N66°53'27"E, A DISTANCE OF 112.45 FEET; THENCE S23°06'40"E, A DISTANCE OF 400.99 FEET TO THE NORTHERLY LINE OF SMITH LANE; THENCE S66°51'58"W ALONG SAID NORTHERLY LINE, A DISTANCE OF 323.75 FEET TO THE POINT OF BEGINNING.

CONTAINS: 534,170 SQUARE FEET OR 12.263 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

A BEARING OF NORTH 00°06'46" WEST BETWEEN A FOUND WITNESS CORNER TO THE CENTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN THE SOUTH CURB ON SMITHS LANE AND A FOUND DAVIS COUNTY MONUMENT REPRESENTING THE CENTER OF SAID SECTION 4 WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

OWNERS DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAID TRACT TO BE SUBDIVIDED INTO PARCELS, LOTS, AND STREETS TO BE HEREAFTER KNOWN AS:

TYLER MEADOWS SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND RIGHTS OF WAY AS A PUBLIC UTILITY AND DRAINAGE EASEMENT.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUT HANDS THIS 21 DAY OF July, A.D. 2016.

[Signature]
GMW DEVELOPMENT
President

TYLER MEADOWS SUBDIVISION

LOCATED IN THE SW QUARTER OF THE NE QUARTER AND THE SE QUARTER OF THE NW QUARTER AND THE NW QUARTER OF THE SE QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 2016
AT _____ IN BOOK _____ PAGE _____

DAVIS COUNTY RECORDER

BY: _____
DEPUTY RECORDER



City Council Staff Report

Approval of Cell Tower Lease with American Tower Asset Sub, LLC January 19, 2017

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 onetime payment of \$50,000, 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.

At the January 5, 2017 meeting there were two items that council instructed staff to ask about including in the agreement in addition to two typo type corrections. The typos have been corrected. The first of the additional requests was a provision that the tower be maintained in good condition. This section has been added to the agreement. The second was to ask if there was potential in any sort of visual shield for a tower like this that is so near the downtown Kaysville area. The response by the consultant was as follows:

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. We acknowledge the changes to the contract since the last meeting and believe this is a fair and equitable deal for both parties.

Reasoning:

While expiration of this lease is not eminent, being able to re-up and receipting the down payment now is a good deal for Kaysville. City staff does not believe another use of this tower is imminent. Legal has had the chance to review this lease and 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 February 20, 2017; (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. Tenant agrees to keep the Leased Premises in good and workmanlike condition. Notwithstanding the foregoing the Leased Premises, tower and communications facilities will at all times be maintained as required by the Federal Communications Commission ("FCC"). Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owned 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.

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). 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).

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]



ARCHITECTURAL REVIEW COMMITTEE

Meeting Minutes

January 5, 2017

Minutes of the Kaysville City Architectural Review Committee meeting held Thursday, January 5, 2017 at 6:45 p.m. in the City Council Chambers of the Kaysville City Municipal Center.

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

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, City Recorder Maria Devereux, Business Park Director Lyle Gibson, Ed Dayton, Dianna Barton, Dean Wall and Parks and Recreation Superintendent Cole Stephens.

APPROVAL OF NEW OFFICE WAREHOUSE AT 340 N 900 W, KAYSVILLE, UT

Lyle Gibson, Business Park Director explained that 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. He explained that 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

He noted that 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. He explained that the details provided have been reviewed by City Staff without indication of major concerns.

Lyle Gibson noted that staff recommends averaging the distance of the parking area from the 350 North property line, and 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.

Committee Member Lee made a motion to approve the new office warehouse at 340 N 900 W, Kaysville UT, with described changes, second by Committee Member Snell.

The vote on the motion was as follows:

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

The motion passed unanimously.

Committee Member Snell made a motion for adjournment at 6:49 p.m., second by Committee Member Lee and passed unanimously.



CITY COUNCIL MEETING

Meeting Minutes

January 5, 2017

Minutes of the Kaysville City Council meeting held Thursday, January 5, 2017 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, Officer Paul Thompson, Public Works Director Josh Belnap, Dean Wall, Brittney Thompson, Cody Thompson, Katie Witt, Jeff Dunford, Ryan Wilk, Audrey Nybo, Kimmy Humpherys, Cerissa Thompson, Aaron West, Emma West, Marc Robinson, David Carlsruh, Braden Neeley, Todd Haggard, Alan Wayment, Carl Lund, Orson Ray, Jackson McBride, Duncan Jeppson, Samuel Clawson, Micah Yerman, Ben Horne, Phil Richards, Andrea Richards, Jana Acton, Bridget Olsen, John McCleary and Richard Olsen.

Opening provided by Council Member Lee.

Cub Scout Troup 360, led the audience in the Pledge of Allegiance.

VOLUNTEER OF THE SEASON

Council Member Snell explained that the award of Volunteer of the Season will be moving to a quarterly event. He noted that the award will be presented in March.

EMPLOYEE AWARD PRESENTATION

Mayor Hiatt awarded a Rural Water Certification to Public Works employee, Cody Thompson. He noted that the certificate will also will be awarded at the Rural Water Conference in September 2017. He recognized Cody Thompson for his strong work ethic and accomplishment.

Josh Belnap, Public Works Director, explained that he appreciates working with Cody Thompson and congratulated him on his efforts. He noted that crews worked 14 hours on Christmas and explained that they had worked continuously clearing the city roads this winter season. He stated that he appreciates the residents/citizens for their patience as they work to make the roads clear.

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.

Mayor Hiatt explained that he will allow the public to comment in regard to the parking proposal discussion later in the evening.

John Mcleary complimented the City lights. He explained that he enjoys the Holiday theme and recognizes that decorating trees takes many hours.

David Robinson read an exert from a speech delivered on Dec. 2, 2016, by the president of Hillsdale College at Hillsdale College Allen P. Kirby Jr. Center for Constitutional Studies and Citizenship in Washington DC.

David Robinson explained that an email was sent to Margaret Brough from Dave Adams at 9:22 a.m. He explained that within the email there is a veiled accusation of bribery against the City Manager and that he finds it offensive.

PRELIMINARY AND FINAL PLAT FOR THE WCP KAYSVILLE CONDOMINIUM SUBDIVISION

Andy Thompson, City Engineer, explained that 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 made into condominiums 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. He explained that 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 establish an entity responsible for taking care of the maintenance.

Matt West, COO of Wee Care Pediatrics and WCP Manager noted that he has leased for many years and wanted to own now. He noted that the other suite is owned by an orthodontist and that they will own the other unit.

Council Member Snell made a motion to grant approval for the Preliminary and Final Plat for the WCP Kaysville Condominium Subdivision, second by Council Member Page.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Abstains from vote due to conflict.
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed four to one.

PRELIMINARY PLAT FOR THE 40 E CRESTWOOD PUD SUBDIVISION

Andy Thompson explained that in October of 2016 the City Council approved of the PUD overlay zone subject to approval of the plat for a six unit subdivision at the subject address. 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.

Andy Thompson explained that 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. He noted that 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.

Council Member Garn made a motion to approve the Preliminary Plat for the 40 E Crestwood PUD Subdivision, 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.

PIONEER PARK CONSULTING AGREEMENT

Cole Stephens, Parks and Recreation Superintendent, explained that 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.

He noted that 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.

Cole Stephens explained that 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. After meeting with each of the four firms, staff recommends contracting with Blu Line Design. He noted that he hopes to break ground in the summertime.

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.

Council Member Snell noted that many factors went into the decision to award the bid. He praised staff for their diligence.

Council Member Page made a motion to approve the Pioneer Park Consulting Agreement, 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.

SHEPHERD LANE IMPROVEMENT PROJECT

Andy Thompson explained that 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.

He stated 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. He explained that Bowen Construction is the low bidder at \$47,160 and recommends the project be awarded to Bowen Construction.

Council Member Snell made a motion to approve the project with Bowen Construction, 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.

PARKING PROPOSAL DISCUSSION

City Manager Shayne Scott noted that parking has been a much discussed topic in Kaysville the past few years, specifically, 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. He explained that It is the proposal of the Kaysville City Staff that the City Council do the following: 1) Decide the fate of the No Parking signs on city rights of way around Davis High School. 2) Decide whether or not to decriminalize parking and how this would work in the City outside of the judicial system all together.

He explained that it is the proposal of City Staff that the Council:

- 1) Instruct staff to remove all No Parking signs on city streets surrounding Davis High School. As part of this removal staff can also paint red curb paint showing clearly where drivers should and should not legally park.
- 2) 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.
- 3) 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.

He noted that 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 Davis High School would be unhappy with the removal of the No Parking signs, staff believe this is the correct thing to do to treat all residents fairly, regardless of where in the City they live. He noted that Davis High School has proposed striping and making available parking stalls on campus that presently unavailable. They have agreed to provide enforcement assistance with parking on the streets.

Council Member Snell noted that parking is hard to enforce and often it is hard to adjudicate the ticket. He noted that making this matter a civil issue will make it more enforceable. He recommends to staff to move forward to put on future agenda the draft language to made that change and make it a civil matter.

Andy Thompson, City Engineer, explained that initially, he was in favor of angled parking. He explained that after review there was not much advantage since the number of stalls didn't increase. He noted that creating clear signs or painting curbs, may be the most enforceable solution. He explained that a ticket would be issued and a fine would have to be paid if parking was violated. He noted that the impact to neighborhoods would be reduced.

Council Member Snell made a motion to make parking a civil issue to make it more enforceable, and directed staff to draft language to support that change, second by Council Member Lee.

Mayor Hiatt noted that a map may be helpful to easily show the public which locations will be effected.

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.

CALL TO THE PUBLIC IN REGARD TO PARKING PROPOSAL

Emma West noted that taking the signs down would impact their neighborhood. She noted that clear verbiage may assist with the parking signs.

Ron Zollinger noted that he lives two houses down from the school and stated that if the signs come down that he will not be able to park in the street in front of his home.

John Mcleary stated that the parking signs are working. He stated that if they were monitored more frequently and if they had clearer verbiage, the signs would be much more effective. He also suggested to have the Police Department put warnings on each car.

Cerissa Thompson explained that she was representing the Davis High School administration. She explained that the school will be opening up the driving range for parking. She noted that they have a minimal 6-12 spaces that can be created. The school has discussed ride sharing and possibly incentivizing carpooling for staff. She noted that making parking a civil matter assists the school, and explained that the school is willing to assist in painting curb. She explained that the school wants a good partnership with Kaysville City and the community.

Mark Robinson noted that his daughter gets up every morning to find parking at the school. He noted that the new Farmington High School opens February 2018 and that some parking challenges may be alleviated.

Ben Horne, a Davis High School teacher, explained that students are learning to be more responsible. He hopes that this matter can be resolved without issue.

Diana Barton, Community Council Member, noted that safe parking options are important for students.

Jody Mills noted that the signage needs to be enforced. She asked the Council not to take down the signs.

Jana Acton stated her concern the safety of students as well as the option of parking in front of her home. She explained that she would like signs to stay up.

David Robinson noted that parking only be granted to senior high school students, not juniors. He suggested this may eliminate the parking problem.

Jeff Dunford noted that taking the signs down is not a solution to the parking problem. He noted that a school is no different than a business. He feels that surrounding neighborhoods shouldn't be affected. He implored the City Council not to take down signs.

Robert Stock, explained that he is directly impacted by the parking issues. He noted that if signage is removed there would be more of a problem.

Bob Winegar noted that if signs are taken down, it will affect elderly, children, and all residents. He noted that the council has the responsibility to take care of the community.

Dean Wall explained that he represents owner of a property. He noted that the owner is against taking the signs down. He stated that he is upset with garbage left around and is frustrated that nothing has been done.

Audrey Nybo explained that if permits were only given to seniors it would exacerbate the issues.

Andrea Richards, Community Council, noted that she lives by the school. She noted that the school should pay for a bigger bond and the shoulder the cost of building a parking structure. She stated that students should learn to be more responsible.

Council Member Garn noted that he agrees with many opinions and appreciates the different perspectives. He explained that he agrees with Mayor Hiatt, that signs should not be taken down until they have something valid to replace them with.

Council Member Adams noted that he understands all the viewpoints presented tonight. He noted that the Council and those in attendance should keep an open mind. He suggested that the adults need to figure this out and take the stress away from the students since lack of parking spaces is not their fault. He noted that the community needs to be invested and find a solution to alleviate the parking issue.

Council Member Lee noted that her solution would be taking the bus, walking, carpooling or having a parent drop students off. She noted that we have to put up signs in all neighborhoods or have to allow it for all.

Mayor Hiatt noted that they have unanswered questions. He stated the need to find the cost of fines, the possibility of creating better signs or amending signs, he asked if 'limited parking' signs or 'resident's only' signs really make a difference. He stated he is empathetic for both sides.

Council Member Snell noted that lack of parking forces students to park in front of residents homes. He noted that making change to go to civil route will require a component for enforcement. He stated his concern for painting curb and explained that most of the calendar year it would be enforceable with the exception of winter. He noted that safety is the primary concern and stated that rigorous enforcement may be needed.

Council Member Page noted that students have options. He explained that students go early. He noted that tickets are a good consequence. He noted that enforcement of parking rules is important at all high schools. He noted that clear signs help with parking enforcement as well.

Mayor Hiatt asked the consensus of the Council.

Council Member Garn stated that he is not in favor of taking down signs.

Council Member Adams stated that red paint on curbing may assist with parking issues.

Council Member Lee stated that she is willing to go along with the majority since a solution is needed.

Council Member Snell noted that he is not in favor of taking the signs down.

Council Member Page is in agreement to leave the signs up for now.

Council Member Garn made a motion to table item and allow time for the City Council to review and address parking issues without taking down signs, 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.

CELL TOWER LEASE WITH AMERICAN TOWER ASSET.

City Manager Shayne Scott explained that 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. It also 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.

Shayne Scott noted that staff recommends that we accept the agreement with American Tower Asset Sub, LLC. After negotiating \$20,000 more than initially offered. He explained that 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. He noted that he would add a request to the agreement to keep the tower maintained and aesthetically pleasing.

Council Member Adams made a motion to approve the Cell Tower lease, second by Council Member Lee.

Council Member Snell made a substitute motion to table this item for two weeks pending clerical changes and adding a maintenance component to the contract, second by Council Member Garn.

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 REPORTS

Council Member Garn noted that the New Year's Eve celebration was an enjoyable event. He explained that Youth City Council and others were volunteering.

Council Member Snell noted that a Code of Conduct was passed last year and noted that transparency is a priority. He noted that side discussions and whispering at a public Council meeting shouldn't happen.

Council Member Lee stated her appreciation for the comment and agrees that transparency is important within the city.

Mayor Hiatt noted that Officer Lacy Turner was caught helping someone clear their driveway. He explained that a video was taken from a home security camera and has been viewed 95,000 times on Facebook and is posted on the Kaysville City website.

MINUTES

Mayor Hiatt asked for a motion to approve the Minutes for December 1, 2016.

Council Member Lee made a motion to approve the Minutes for December 1, second by Council Member Adams.

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 January 7, 2017, Saturday, is an annual work meeting.

Council Member Snell made a motion for adjournment at 10:23 p.m., second by Council Member Lee and passed unanimously.

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 7:30pm - Daddy	4 7:30pm - Daddy

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

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

January 19, 2017

Dave Adams, Kaysville City Council Member
562 Western Drive
Kaysville, UT 84037

Re: Letter of Admonishment

Dear Mr. Adams,

The Kaysville City Council (Council) strives to ensure public confidence in the integrity of local government and its effective, open, and fair operation. In working towards this goal the Council has recently updated and approved changes to our Code of Conduct.

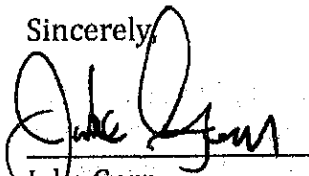
This letter is submitted for discussion purposes and to provide documentation of actions you have taken we believe are violations of a provision of the Kaysville City Code, (Section 2-4-5) and provisions of the Kaysville Code of Conduct. We admonish you to refrain from further violations. We recommend the Council receive this letter and the attached report for discussion at the January 19, 2017 Council meeting.

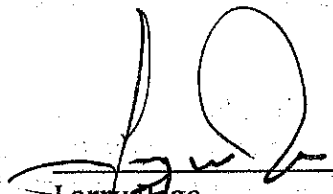
This letter does not address the constructive contributions you have made to the City and to the Council during the first year of your term in office. We respectfully recognize your continual efforts and desire to improve our community.

Unfortunately, these violations of the Kaysville City Code and the Code of Conduct not only compromise your ability to be successful in serving and contributing, but have also been a significant distraction from the business of this Council and from the daily operations of Kaysville City by professional staff.

For this reason, we admonish you to continue your work for the good of our community by working with citizens, fellow council members and professional employees of Kaysville City in a manner that is in keeping with the letter and spirit of the Kaysville City Code and the Code of Conduct.

Sincerely,


Jake Garn
Council Member


Larry Page
Council Member

Snow Plowing Issue:

Council Member Adams may have violated Kaysville Code Section 2-4-5. His conduct in this matter is not in keeping with various sections of the Code of Conduct for elected and appointed officials:

On January 7, 2017 Council member Adams sent an email to the Mayor, all council members, the City Manager and Public works director. The email makes certain claims and requests as follows:

- A member of the Council and a citizen who is active in attending City Council meetings have received special treatment by having their roads plowed before other streets.
- States without grounding that this preferential treatment of elected officials is not new and that preferential treatment won't be allowed.
- States that while he (Adams) has no "knowledge of the preferential treatment being orchestrated...there is no excuse..." thus making the assertion that while it may have not been collusion clearly preferential treatment has occurred.
- States that city employees should be expected to work 7 days a week if necessary and that they should not be praised for just doing their jobs.
- States that preferential plowing has been an issue for too long.
- States that City plows should "drop the blades on UDOT roads...we should drop the blades and plow." (This is contrary to City policy and shifts the cost burden from the State, (UDOT) to the City.)
- States he has previously contacted the "superintendent" and is "personally available to plow."

Importantly, on January 6, 2016 one day before Council Member Adams' email claiming that preferential treatment had occurred, the Public Works Director had written an email in response to a citizen email, explaining that City policy had been followed and that no preferential treatment had been given. In fact, the public works director stated that he had personally plowed the street in question and that he had no knowledge of where the Council Member lived. He also didn't know who the citizen was that supposedly also received preferential treatment. This citizen has been critical of Council Member Adams' actions that have resulted in audits by the Utah State Auditor's office.

In discussing this matter with the Public Works Director and the City Manager it is apparent that Council Member Adams has contacted them on numerous occasions in an attempt to use his position to influence professional staff to allow him to drive the City snowplow. Council Members Adams' assertion that the Public Works Director had made an error by giving preferential treatment to a Council Member and a vocal citizen combined with criticism of the City's snow plowing efforts and

then attempting to use his influence to be allowed to drive a snow plow appears to be a violation of Kaysville Code 2-4-5 which reads:

"Except for the purposes of inquiry, the Mayor or Council or any of its members shall deal with the administrative service solely through the City Manager and neither the Mayor or Council or any member thereof shall give orders to any subordinates of the City Manager, either publicly or privately."

Council Member Adams' conduct in this matter is also not in keeping with several sections of the Code of Conduct. His failure to even consider the explanation of events by the Public Works Director is clear. It is a fact, that after the Director's explanation, he (Adams) continued to assert that the sequence of snow plowing constituted preferential treatment in which both a Council member and a citizen who have been critical of Council Member Adams were in fact the people named as having received preferential snow plowing treatment.

It appears that Council Member Adams' primary intention in this regard was to attack or diminish a Council member and a vocal citizen who have been critical of his actions in the past.

This behavior is not in keeping with sections 1, 2, 3, 4, and 7 of the Code of Conduct. Council Member Adams' actions in this matter are a violation of:

Section 1: Act in Public Interest. The assumption of preferential treatment in contradiction of the evidence and testimony by the Director to the contrary does not constitute "fair and equal treatment to all persons..." and his desire to drive a snowplow for the City while serving as a council member is contrary to acting "not for any private or personal interest..."

Section 2: Comply with the Law. States in summary that Members shall comply with the law. Using duress, undue influence and intimidation of a subordinate of the City Manager is even more serious than giving direct orders which is prohibited by Kaysville Code Section 2-4-5.

Section 3: Conduct of Member. States in part "Members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from...personal charges or verbal attacks on the character or motives of other Members,,the staff or the public."

Claiming corruption and preferential treatment in the City's snow plow operations is a very serious charge, and contradicts testimony given by the Public Works Director. Council Member Adams' assertion without evidence that preferential treatment has occurred for another council member and a vocal citizen is not in compliance with the intent of Section 3. Seeking to drive a snowplow for the City without being employed and trained to do so and especially while serving as a council member is asking for preferential treatment by Council Member Adams.

Section 4: Respect for Process. Violation of the rules of Conduct, and failing to abide by the rules of conduct, for the "...implementation of policy decisions of the City Council by City Staff." Seeking to run daily operations or to become involved in personally performing administrative functions such as snow plowing shows a lack of respect for both the policy making role of the Council and the Administrative duties of professional staff. If it were to be allowed it would also open the City up to liability risks for personal injury and property damage.

Section 7: Policy Role of Members. Attempting to use his, (Adams), influence as a Council Member to direct the snow plowing operations and to personally drive a City snow plow is contrary to the requirement of this section which states "Members shall respect and adhere to the Council-manager structure as adopted by ordinance of the Kaysville City government."

We admonish Council Member Adams to study, understand and act within the letter and the spirit of the Kaysville Municipal Code and the Code of Conduct.

KAYSVILLE CITY CORPORATION
INTERIM FINANCIAL REPORT- SUMMARIZED
FISCAL YEAR 2017

JULY 1, 2016- DECEMBER 31, 2016

** Unaudited- for Management Purposes **

GOVERNMENTAL FUNDS	YTD Actual	Budget	Percentage
GENERAL FUND			
Revenues:			
Taxes	\$5,293,619	\$8,875,000	59.65%
Licenses	\$312,432	\$515,000	60.67%
Intergovernmental	\$742,264	\$1,211,500	61.27%
Charges for Services	\$893,344	\$2,212,500	40.38%
Fines and Forfeitures	\$84,611	\$96,000	88.14%
Community Events	\$44,011	\$89,650	49.09%
Miscellaneous	\$72,764	\$67,500	107.80%
Transfers and Reserves	\$44,948	\$465,000	9.67%
Revenue Totals	\$7,487,993	\$13,532,150	55.33%
Expenditures:			
Administration	\$882,424	\$2,069,100	42.65%
Parks, Recreation and Public Properties	\$1,081,283	\$2,335,800	46.29%
Community Development	\$351,498	\$777,285	45.22%
Public Works	\$1,258,498	\$1,931,796	65.15%
Police	\$1,648,200	\$3,563,389	46.25%
Fire	\$350,417	\$1,144,900	30.61%
Non Departmental	\$366,236	\$755,000	48.51%
Transfers	\$518,250	\$954,880	54.27%
Expenditure Totals	\$6,456,806	\$13,532,150	47.71%

KAYSVILLE REDEVLEOPMENT AGENCY			
Revenues:			
Transfers	\$365,000	\$365,000	100.00%
Fund Balance Reserve	\$0	\$0	0.00%
Revenue Totals	\$365,000	\$365,000	0.00%
Expenditures:			
Professional & Technical	\$2,700	\$20,000	13.50%
Property Payment	\$342,685	\$345,000	99.33%
Expenditure Totals	\$345,385	\$365,000	94.63%

KAYSVILLE MUNICIPAL BUILDING AUTHORITY			
Revenues:			
Transfer from General Fund	\$0	\$0	0.00%
MBA Lease Revenue	\$215,000	\$430,000	0.00%
Revenue Totals	\$215,000	\$430,000	0.00%
Expenditures:			
Police Station Construction	\$12,250	\$0	0.00%
Police Station Debt Service	\$75,971	\$430,000	17.67%
Expenditure Totals	\$88,221	\$430,000	20.52%

DEBT SERVICE FUND			
Revenues:			
Transfers	\$90,750	\$163,500	55.50%
Interest	\$0	\$0	0.00%
Revenue Totals	\$90,750	\$163,500	55.50%
Expenditures:			
Parks Gang Mower	\$16,841	\$18,000	93.56%
Fire Apparatus	\$72,661	\$145,500	49.94%
Expenditure Totals	\$89,502	\$163,500	54.74%

CAPITAL PROJECTS FUND			
Revenues:			
Bond Proceeds- Pioneer Park	\$0	\$1,200,000	0.00%
Transportation Impact Fees-Balance	\$77,690	\$0	0.00%
Park Development Impact Fees- Balance	\$136,556	\$300,000	45.52%
General Fund- Transfer	\$0	\$0	0.00%
Interest Income	\$5,528	\$0	0.00%
Fund Balance	\$0	\$240,000	0.00%
	\$219,774	\$1,740,000	12.63%
Expenditures:			
Barnes Park NW Restroom	\$0	\$225,000	0.00%
Library / Ciy Hall	\$8,817	\$160,000	5.51%
Street Improvements	\$50,117	\$0	0.00%
Document Management System	\$0	\$80,000	0.00%
Pioneer Park Design Phase 1	\$0	\$1,200,000	0.00%
Heritage Park	\$135,295	\$75,000	180.39%
Expenditure Totals	\$194,229	\$1,740,000	11.16%

Kaysville City Corporation
General Fund
Expenditure Detail
December 31, 2016

**** Unaudited- for Management Purposes ****

	YTD- Actual	Budget	Percentage
Administration			
City Council	56,353	101,850	55%
City Manager	92,022	182,450	50%
Administrative Services	377,374	797,000	47%
Information Services	215,489	534,700	40%
Legal Services	43,905	145,000	30%
Fleet Maintenance	97,281	308,100	32%
Total	882,424	2,069,100	43%
Parks, Recreation & Public Properties			
Buildings	75,685	126,100	60%
Parks	422,354	899,900	47%
Recreation	386,075	877,200	44%
Community Events	114,789	245,250	47%
Cemetery	82,380	187,350	44%
Total	1,081,283	2,335,800	46%
Community Development			
Planning & Zoning	136,637	310,589	44%
Code Enforcement	214,861	466,696	46%
Total	351,498	777,285	45%
Public Works			
Public Works	437,288	968,176	45%
Class C Roads	821,210	963,620	85%
Total	1,258,498	1,931,796	65%
Police			
Police Department	1,648,200	3,563,389	46%
Total	1,648,200	3,563,389	46%
Fire			
Fire Department	350,417	1,144,900	31%
Total	350,417	1,144,900	31%
Non Departmental			
Non Departmental	366,236	755,000	49%
Total	366,236	755,000	49%
Transfers			
Transfers	518,250	954,880	54%
Total	518,250	954,880	54%

**KAYSVILLE CITY CORPORATION
INTERIM FINANCIAL REPORT
FISCAL YEAR 2017**

JULY 1, 2016- DECEMBER 31, 2016

** Unaudited- for Management Purposes **

Enterprise Funds	YTD Actual	Budget	Percentage
Water Utility Fund			
Revenues			
Operating	1,617,551	2,645,000	61%
Expenses			
Personnel	317,080	731,627	43%
Operating	476,220	1,271,600	37%
Capital* & Improvements	15,365	513,100	3%
Total Expenses	808,665	2,516,327	32%
Operating Revenues over Expenses	808,886		
Non-Operating Revenue (Expense)			
Connection Fees	33,575	35,000	96%
Reimbursement Revenue	-	-	0%
Impact Fees	92,178	-	0%
Repair Fees	-	-	0%
Water Extension Fees	-	-	0%
Interest Earnings	5,626	5,000	113%
Meter Rentals	1,573	2,000	79%
Retained Equity	-	(170,673)	0%
Total Non- Operating Revenue (Expense)	132,952	(128,673)	-103%
Net Revenues over Expense	941,838	-	

Sewer Utility Fund			
Revenues			
Operating	1,105,847	2,140,000	52%
Expenses			
Personnel	5,201	17,000	31%
Operating	37,115	73,000	51%
Transfers to Central Davis Sewer	1,049,869	2,050,000	51%
Capital* & Improvements	935	-	0%
Total Expenses	1,093,120	2,140,000	51%
Operating Revenues over Expenses	12,727	-	
Non-Operating Revenue (Expenses)			
Impact Fee	-	-	0%
Interest Earnings	1,549	-	0%
Retained Earnings	-	-	0%
Total Non-Operating Revenue (Expense)	1,549	-	
Net Revenues over Expenses	14,276	-	

* Capital items will be capitalized and depreciated at the end of the year.

**KAYSVILLE CITY CORPORATION
INTERIM FINANCIAL REPORT
FISCAL YEAR 2017**

JULY 1, 2016- DECEMBER 31, 2016

** Unaudited- for Management Purposes **

Enterprise Funds	YTD Actual	Budget	Percentage
Electric Utility Fund			
Revenues			
Operating	7,811,811	16,030,000	49%
Expenses			
Personnel	802,368	1,950,900	41%
Operating	6,352,448	12,271,100	52%
Capital* & Improvements	224,920	2,534,000	9%
Total Expenses	7,379,736	16,756,000	44%
Operating Revenues over Expenses	432,075		
Non-Operating Revenue (Expenses)			
Impact Fee	132,096	-	0%
Repair Fee	1,566	20,000	8%
Rental Pole Attachments	1,748	30,000	6%
Surge Protectors & Generlink Adapters	833	30,000	3%
Reconnect Charges	4,050	6,000	68%
Refunds & Savings	2,910	-	0%
Temporary Connection Fee	56,638	75,000	76%
Extension Fees	201,201	500,000	40%
Interest Earnings	15,364	25,000	61%
Penalties	20,556	40,000	51%
Retained Earnings	-	-	0%
Miscellaneous	3,710	-	0%
Total Non-Operating Revenue (Expense)	440,672	726,000	61%
Net Revenues over Expenses	872,747	726,000	

Pressure Irrigation Fund			
Revenues			
Operating	597,810	1,160,000	52%
Expenses			
Personnel	517	3,500	15%
Operating	595,996	1,176,500	51%
Capital* & Improvements	-	-	0%
Total Expenses	596,513	1,180,000	51%
Operating Revenues over Expenses	1,297		
Non-Operating Revenue (Expenses)			
Impact Fee	-	-	0%
Interest Charges	267	-	0%
PI Season Charge	-	20,000	0%
Total Non-Operating Revenue (Expenses)	267	20,000	
Net Revenues over Expenses	1,564	-	

* Capital items will be capitalized and depreciated at the end of the year.

KAYSVILLE CITY CORPORATION
INTERIM FINANCIAL REPORT
FISCAL YEAR 2017
JULY 1, 2016- DECEMBER 31, 2016
**** Unaudited- for Management Purposes ****

Enterprise Funds	YTD Actual	Budget	Percentage
Sanitation Utility Fund			
Revenues			
Operating	940,766	1,852,000	51%
Expenses			
Personnel	11,702	27,900	42%
Operating	885,431	1,774,100	50%
Capital* & Improvements	-	-	
Total Expenses	897,133	1,802,000	50%
Operating Revenues over Expenses	43,633		
Non-Operating Revenue (Expenses)			
Equipment Lease	-	-	0%
Bond for Recycling Cans	(10,185)	(50,000)	0%
Purchase of Recycling Cans	-	-	0%
Interest Earnings	2,040	-	0%
Total Non-Operating Revenue (Expenses)	(8,145)	(50,000)	0%
Net Revenues over Expenses	35,488	-	
Storm Water			
Revenues			
Operating	574,076	1,161,800	49%
Expenses			
Personnel	125,419	427,000	29%
Operating	137,919	299,800	46%
Capital* & Improvements	55,322	435,000	13%
Total Expenses	318,660	1,161,800	27%
Operating Revenues over Expenses	255,416		
Non-Operating Revenue (Expense)			
Interest Earnings	2,900	-	0%
Total Non-Operating Revenue (Expense)	2,900	-	0%
Net Revenues over Expenses	258,316	-	
Ambulance			
Revenues			
Operating	260,214	455,000	57%
Expenses			
Personnel	228,370	337,000	68%
Operating	66,709	154,000	43%
Capital* & Improvements	44,130	89,000	50%
Total Expenses	339,209	580,000	58%
Operating Revenues over Expenses	(78,995)		
Non-Operating Revenue (Expenses)			
Interest Earnings	1,000	-	0%
Transfers from General Fund	62,500	125,000	50%
Total Non-Operating Revenue (Expense)	63,500	125,000	51%
Net Revenues over Expenses	(15,495)	-	

* Capital items will be capitalized and depreciated at the end of the year.

KAYSVILLE CITY CORPORATION
INTERIM FINANCIAL REPORT
FISCAL YEAR 2017

JULY 1, 2016- DECEMBER 31, 2016

** Unaudited- for Management Purposes **

Permanent Funds	YTD Actual	Budget	Percentage
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Cemetery Perpetual Care

Revenues			
Operating	21,100	50,000	42%
Expenses			
Operating	-	-	0%
Capital* & Improvements	-	10,000	0%
Total Expenses	-	10,000	0%
Non-Operating Revenue (Expenses)			
Interest Earned	1,355	15,000	9%
Fund Balance	-	(55,000)	0%
Net Revenues over Expenses	22,455	-	

Library Endowment

Revenues			
Operating	-	-	0%
Expenses			
Operating	-	-	0%
Capital* & Improvements	-	50,000	0%
Total Expenses	-	50,000	0%
Non-Operating Revenue (Expenses)			
Interest Earned	932	-	0%
Retained Earnings	-	50,000	0%
Net Revenues over Expenses	932	-	



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, January 19, 2017, starting at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

The agenda shall be as follows:

1. Opening – Council Member Larry Page.
2. Business Spotlight.
3. Power Commission Appointments – Mayor Hiatt.
4. Call to the Public.
5. USU Master Plan Presentation – Jerry Goodspeed.
6. Proposal to retain ‘No Parking’ signs north of Davis High School.
7. Parking Ordinance 17-01-01, Revising and Amending provisions of the Revised Ordinances of Kaysville City.
8. Ordinance 17-01-02, Amending Section 17-31-2, Accessory Buildings, of the Revised Ordinances of Kaysville City.
9. Tyler Meadows Subdivision Acceptance of Improvements at 550 South Knight’s Way and 988 West Smith Lane.
10. Quarterly Budget Update – Dean Storey, Finance Director.
11. Cell Tower Lease with American Tower Asset.
12. Council discussion and action of possible Code of Conduct violation.
13. Council Member Reports.
14. Minutes.
15. Calendar.
16. Closed session to discuss the character, professional competence, or physical or mental health of an individual.
17. 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 January 13, 2017.

Maria Devereux

Maria T. Devereux
City Recorder