

1. City Council Meeting Agenda

Documents:

[AUGUST 17, 2017 CITY COUNCIL REGULAR MEETING AGENDA PACKET.PDF](#)
[AUGUST 17, 2017 CITY COUNCIL REGULAR MEETING AGENDA.PDF](#)

2. Meeting Audio & Video

- [MEETING VIDEO](#)
- [MEETING VIDEO 2](#)



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular City Council meeting on Thursday, August 17, 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:

7:00 p.m. CITY COUNCIL MEETING

1. Opening - Council Member Snell.
2. Call to the Public.
3. Contract with JRCA Architects, Inc. for the Old Library Building.
4. Bucket Truck purchase for the Parks and Recreation Dept.
5. Consideration for the discharge of shotguns for the purpose of pheasant hunting as permitted within Kaysville City.
6. Utopia Franchise Agreement Petition.
7. Roueche Lane Ponds Owner Agreements.
8. Development Agreement and request to Rezone of 2.84 acres of property at approximately 701 South Main Street from R-1-8 (Single Family Residential) to the HC (Health Care) zoning district– Dave Whitaker.
9. Sunset Equestrian Estates Plat 18 Acceptance of Improvements - Symphony Homes.
10. Minutes.
11. Calendar.
12. Council Member Reports.
13. Consideration of Closed Meeting Pursuant to Utah Code Annotated §52-4-205
(c) Strategy session to discuss pending or reasonably imminent litigation.
14. Authorization to mediate bridge settlement.
15. 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 August 11, 2017.

Maria T. Devereux
City Recorder



City Council Staff Report

Contract with JRCA August 17, 2017

Description:

The architectural firm of JRCA has been working with the city the past several years on a variety of projects including the police station and the facilities master plan. It was their knowledge of the latter that encouraged staff to engage them in the work necessary to develop plans for the Old Library.

Recommendation:

It is recommended that the City Council enter into an agreement with JRCA for the work necessary on the Old Library building.

Reasoning:

Over the past several months City staff has been working with JRCA on a plan for the Old Library. While this plan is still being refined, it is time that we formalize a relationship with JRCA on current and future work to the Old Library building.



Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventeenth day of August in the year Two Thousand
Seventeen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Kaysville City Corporation
23 East Center
Kaysville, Utah 84037
Telephone Number: (801) 546-1235
Fax Number: (801) 544-5646

and the Architect:
(Name, legal status, address and other information)

JRCA Architects, Inc.
577 South 200 East
Salt Lake City, Utah 84111
Telephone Number: (801) 533-2100
-

for the following Project:
(Name, location and detailed description)

Kaysville City - Information Technology and Museum
Kaysville, Utah

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

Anticipated Construction Start: October 2017

.3 Substantial Completion date or dates:

Estimated Substantial Completion Date: February 2018

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid with Stipulated Sum

-

(Paragraphs deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Cole Stephens
23 East Center
Kaysville, Utah 84037
801-497-7056
cstephens@kaysvillecity.com

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

(Paragraphs deleted)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Scott Holmes, Principal
JRCA Architects, Inc.
577 South 200 East
Salt Lake City, Utah 84111
801-533-2100
smh@jrcadesign.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

BHB Consulting Engineers (As needed)
Don Barker
2766 South Main Street
Salt Lake City, Utah 84115
Telephone Number: 801-533-2100

.2 Mechanical Engineer:

Van Boerum & Frank Associates, Inc.
Richard Reeder
330 South 300 East, Suite 200
Salt Lake City, Utah 84111
Telephone Number: (801) 530-3148
Fax Number: (801) 530-3150

.3 Electrical Engineer:

Van Boerum & Frank Associates, Inc.
Ryan VanVoast
330 South 300 East
Salt Lake City, Utah 84111
Telephone Number: (801) 530-3148

(Paragraphs deleted)

§ 1.1.12 Other Initial Information on which the Agreement is based:

1. Kaysville City Council Update Presentation dated February 16, 2017
2. Cost Opinion Summary dated August 10, 2017.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) for each occurrence and Four Million Dollars (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Three Million Dollars (\$ 3,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or

testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.31 Post Bid Value-Engineering	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.1.31 Post Bid Value-Engineering

1. Upon receipt of qualified Contractor price proposals, if the proposed cost of construction is determined to exceed the Architects cost estimate by more than 20%, or the Owner's project budget as agreed upon by the Owner and Architect whichever is greater, the Architect shall consider Value-Engineering evaluation and construction document revisions requested by the Owner as Additional Services and shall be compensated as agreed upon by the Owner and Architect,

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing;

Init.

- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Ten (10) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

Init.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

As agreed upon by the Owner and Architect based on current phase of the work completed to date.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of

compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1

| *(Paragraphs deleted)*

.2 Percentage Basis
(Insert percentage value)

| Seven percent (7) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Kaysville City Information Technology & Museum

Cost Opinion

Revision Date:

August 10, 2017

Architectural Elements

Public Areas	\$	152,844
Staff Areas	\$	187,910
Subtotal:	\$	340,754

Mechanical Systems

Demolition of existing	\$	11,590
Replace roof top units	\$	30,000
New and Modify duct and controls	\$	46,359
Replace gas fired water heater, circulation system and piping	\$	25,000
Subtotal:	\$	112,948

Electrical

Access Control (Allowance)	\$	20,000
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Building Envelope

Replace perimeter gutter system	\$	4,440
Vapor Barrier at crawl space	\$	14,487
Subtotal:	\$	18,927

Contingencies

Undefined elements Contingency	10.00%	\$	49,263
Late 2017 Inflation	2.50%	\$	12,316
Subtotal:		\$	61,579

Contractor Fee

General Conditions / Profit / Bonding	\$	78,821
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Soft Cost

FFE Budget	\$	4.00	\$	20,179
Owner Change Order Contingency		5.00%	\$	24,631
Testing and Special Inspection Fees (Allowance)		0.50%	\$	2,463
Arch Fee		7.00%	\$	44,312
Subtotal:			\$	91,586

Estimated Project Budget: \$ 724,615

(Paragraphs deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

As agreed upon by the Owner and Architect. Default compensation will be Architects hourly rates per 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Init.

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty-Five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Principal	\$150 per hour
Project Manager	\$125 per hour
Interior Designer	\$110 per hour
Technician	\$95 per hour
Clerical	\$75 per hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.50 % Monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

Architects standard electronic document release form.

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraph deleted)

☐ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits

and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Steve Hiatt, Kaysville City Mayor
(Printed name and title)

ARCHITECT (Signature)

Scott Holmes, AAIA, Principal | Project Manager
(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA[®] Document B101[™] – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:33:56 on 08/11/2017.

PAGE 1

AGREEMENT made as of the Seventeenth day of August in the year Two Thousand Seventeen

...

Kaysville City Corporation
23 East Center
Kaysville, Utah 84037
Telephone Number: (801) 546-1235
Fax Number: (801) 544-5646

...

JRCA Architects, Inc.
577 South 200 East
Salt Lake City, Utah 84111
Telephone Number: (801) 533-2100

=

...

Kaysville City - Information Technology and Museum
Kaysville, Utah

PAGE 3

Anticipated Construction Start: October 2017

...

Estimated Substantial Completion Date: February 2018

...

Competitive Bid with Stipulated Sum

=

⋮

§ 1.1.6 ~~The Owner's anticipated Sustainable Objective for the Project:~~

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

~~§ 1.1.6.1~~ If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

Cole Stephens
23 East Center
Kaysville, Utah 84037
801-497-7056
cstephens@kaysvillecity.com

...

N/A

~~§ 1.1.9~~ The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 — Geotechnical Engineer:

.2 — Civil Engineer:

.3 — Other, if any:
(List any other consultants and contractors retained by the Owner.)

...

Scott Holmes, Principal
JRCA Architects, Inc.
577 South 200 East
Salt Lake City, Utah 84111

PAGE 4

BHB Consulting Engineers (As needed)
Don Barker
2766 South Main Street
Salt Lake City, Utah 84115
Telephone Number: 801-533-2100

...

Van Boerum & Frank Associates, Inc.
Richard Reeder
330 South 300 East, Suite 200
Salt Lake City, Utah 84111
Telephone Number: (801) 530-3148
Fax Number: (801) 530-3150

.3 Electrical Engineer:

Van Boerum & Frank Associates, Inc.
Ryan VanVoast
330 South 300 East
Salt Lake City, Utah 84111
Telephone Number: (801) 530-3148

...

§ 1.1.11.2 Consultants retained under Supplemental Services:

1. Kaysville City Council Update Presentation dated February 16, 2017
2. Cost Opinion Summary dated August 10, 2017.

PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) for each occurrence and Four Million Dollars (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Three Million Dollars (\$ 3,000,000.00) in the aggregate.

PAGE 8

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, ~~consider~~ shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 ~~Negotiated Proposals~~

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 — organizing and participating in selection interviews with prospective contractors;
- .3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, ~~consider~~ shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

PAGE 11

§ 4.1.1.1	Programming	<u>Architect</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Architect</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Not Provided</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Architect</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>

§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>

PAGE 12

§ 4.1.1.31 Post Bid Value-Engineering	<u>Not Provided</u>
--	---------------------

...

§ 4.1.1.31 Post Bid Value-Engineering

1. Upon receipt of qualified Contractor price proposals, if the proposed cost of construction is determined to exceed the Architects cost estimate by more than 20%, or the Owner's project budget as agreed upon by the Owner and Architect whichever is greater, the Architect shall consider Value-Engineering evaluation and construction document revisions requested by the Owner as Additional Services and shall be compensated as agreed upon by the Owner and Architect,

...

N/A

PAGE 13

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Ten (10) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

[X] Litigation in a court of competent jurisdiction

PAGE 19

As agreed upon by the Owner and Architect based on current phase of the work completed to date.

...

N/A

PAGE 20

.1 Stipulated Sum
(Insert amount)

...

Seven percent (7) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

PAGE 21

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

...

As agreed upon by the Owner and Architect. Default compensation will be Architects hourly rates per 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

PAGE 22

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty-Five	percent (	25	%)

...

Principal	\$150 per hour
Project Manager	\$125 per hour
Interior Designer	\$110 per hour
Technician	\$95 per hour
Clerical	\$75 per hour

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

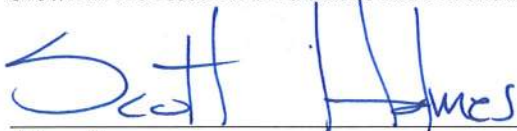
PAGE 23

N/A

Certification of Document's Authenticity

AIA® Document D401™ – 2003

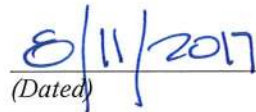
I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:33:56 on 08/11/2017 under Order No. 9551179910_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

...

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.50 % Monthly

...

N/A

...

Architects standard electronic document release form.

...

[] — AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this agreement.)

PAGE 24

N/A

...

Steve Hiatt, Kaysville City Mayor

Scott Holmes, AAIA, Principal | Project Manager



City Council Staff Report

Parks and Recreation – Used Bucket Truck Purchase August 10, 2017

Description:

Parks and Recreation current bucket truck is a 1999 Ford. In December of 2016, the truck began to experience chassis problems along with hydraulic issues of the aerial boom. January of 2017 it was deemed unsafe for operation by our City mechanics. In the FY18 Parks and Recreation budget was approved for the purchase of a used bucket truck. Purchasing a used vehicle is different than purchasing a new one, when trying to compare price. In purchasing a used vehicle many factors are considered such as; age, mileage, previous owner, availability, type of work performed previously, etc. In July 2017 we began to search for used bucket trucks both locally and out of state. We received 5 vehicle quotations from both in state and out of state. After reviewing and consulting with the mechanics, suppliers and staff, it was determined AltecNUECO best fit what the needs of Parks staff and the mechanics from a serviceability side.

Recommendation:

Staff recommends the purchase of a used 2011 Dodge 4500 chassis with Altec aerial boom for \$61,500.

Reasoning:

The recommended used bucket truck meets the criteria of factors that we looked into such as; age, mileage, previous owner, availability, and type of work performed previously. Purchase is under budget in the FY18 budget.



City Council Staff Report

Hunting in West Kaysville August 17, 2017

Description:

Jeff Holmes is petitioning the City for permission to hunt on his property again for the 2017-2018 season. The proposal previously submitted and approved from 2015 and 2016 allowed Mr. Homes to hunt within a small section of a field within the west Kaysville City boundary.

With the proposed highway this opportunity will certainly disappear over the next few years, so Mr. Holmes would really like to take advantage of the short time before that happens.

Although there has been continued development, the logistics of the surrounding growth hasn't changed as far as the proximity of any new structures that would be of concern or conflict.

Recommendation:

It is recommended that the City Council approve the request from Mr. Holmes to allow him to hunt on his property for the next season. It is also advisable that a motion by the City Council may give direction to the City Manager and/or Police Chief to be able to grant this permission in subsequent years to come when appropriate and deemed safe to do so.

Reasoning:

Chief Oberg has reviewed the request from Mr. Holmes and recommends that the Council grant approval for hunting in this area of west Kaysville.



**Adoption of Franchise Agreement – UTOPIA Fiber Networks
August 17, 2017**

UTOPIA Fiber Networks has made application to operate telecommunications facilities and use the public rights-of-way. UTOPIA has successfully met all the application requirements and now requests a Franchise Agreement.

Staff and the City Attorney have reviewed the Agreement and recommend the adoption of the Franchise Agreement.

--

Kaysville is not a UTOPIA City and there are no financial or infrastructure obligations for the City. UTOPIA will operate similar to other Telecommunication Franchisees such as Comcast.

FRANCHISE AGREEMENT
KAYSVILLE CITY, UTAH
UTAH TELECOMMUNICATIONS OPEN INFRASTRUCTURE AGENCY (UTOPIA)

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between KAYSVILLE CITY, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 23 East Center Street, Kaysville, Utah, 84037, and Utah Telecommunications Open Infrastructure Agency ("UTOPIA"), an interlocal cooperation and political subdivision of the State of Utah with its principal offices at 5858 South 900 East, Murray, Utah, 84121.

WITNESSETH:

WHEREAS, UTOPIA desires to provide telecommunications services, as more particularly defined in the "Municipal Telecommunications License Tax Act," (the "Act"), Utah Code Ann. §§ 10-1-401, et seq., as amended, and establish a telecommunications network, system and/or facilities in, under, along, over and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Title 11 of the Revised Ordinances of Kaysville City (hereinafter the "Telecommunications Ordinance" or "Ordinance") which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY, in the exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide UTOPIA a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and UTOPIA agree as follows:

AGREEMENT

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and UTOPIA.

1.2 Ordinance. The CITY has adopted the Telecommunications Ordinance which is attached to this Agreement as Exhibit "A" and incorporated herein by reference. UTOPIA acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Ordinance. The parties agree that the provisions and requirements of the Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Ordinance. The definitions in the Ordinance shall apply herein unless a different meaning is set forth in the Act or is otherwise indicated. Nothing in this Section shall be deemed to require UTOPIA to comply with any provision of the Telecommunications Ordinance which is determined to be unlawful or beyond the CITY's authority.

1.3 Ordinance Amendments. The CITY reserves the right to amend the Ordinance at any time. Provided, however, CITY shall not enact any amendments to the Ordinance that will adversely impact UTOPIA without allowing UTOPIA 30 days, or such longer time as is necessary if 30 days is insufficient, in which to comply with the amendment. The CITY shall give UTOPIA notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between UTOPIA's rights and obligations under the Ordinance as amended and this Agreement, the provisions of this Agreement shall

govern during its term. Otherwise, UTOPIA agrees to comply with any such amendments.

1.4 Franchise Description. The Telecommunications Franchise provided hereby shall confer upon UTOPIA the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public Rights-of-Way in the City. The franchise does not grant to UTOPIA the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude UTOPIA from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize UTOPIA's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained from the City and all other legal requirements have been satisfied.

1.5 Licenses. UTOPIA acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE.

2.1 Franchise Fee. For the Franchise granted herein, UTOPIA shall pay to the CITY a tax in accordance with the Municipal Telecommunications License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410 as amended from time to time), less any business license fee or business license tax enacted by the CITY. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

2.2 Equal Treatment. CITY agrees any fees or taxes charged to UTOPIA under this Agreement shall be of the same nature and calculation of fees or tax currently charged or charged in the future to other similarly situated entities.

ARTICLE 3. TERM AND RENEWAL.

3.1 Term and Renewal. The franchise granted to UTOPIA shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by UTOPIA upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of UTOPIA's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of UTOPIA Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between UTOPIA and the CITY, or by revocation or forfeiture, UTOPIA shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of UTOPIA, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected.

ARTICLE 4. POLICE POWERS.

The CITY expressly reserves, and UTOPIA expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 Meet to Confer. UTOPIA and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way UTOPIA conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, UTOPIA and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

5.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Ordinance, and the City's Excavation Permit Policy. For UTOPIA, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinance, and the CITY's Excavation Permit Policy.

ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 Grounds for Termination. The CITY may terminate or revoke this Agreement and all rights and privileges herein provided, upon ninety (90) days prior notice, for any of the following reasons:

(a) UTOPIA fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;

(b) UTOPIA, by act or omission, materially violates a material duty herein set forth in any particular within UTOPIA's control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving UTOPIA notice of such determination, UTOPIA, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, UTOPIA shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and

termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of UTOPIA; or

(c) UTOPIA becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by UTOPIA within sixty (60) days.

6.2 Reserved Rights. Nothing contained herein shall be deemed to preclude UTOPIA from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 Remedies at Law. In the event UTOPIA or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or UTOPIA, whichever the case may be, may assert a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement. In the event of any controversy, claim or action being filed or instituted between the CITY and UTOPIA relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

6.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and UTOPIA. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

6.5 Assignment. This Agreement may not be assigned by UTOPIA except to a wholly owned subsidiary of UTOPIA without the prior written consent of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 7. PARTIES' DESIGNEES.

7.1 CITY designee and Address. The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinance, all notices from UTOPIA to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at:

City Manager
23 East Center Street
Kaysville, Utah 84037

or such other officer and address as the CITY may designate by written notice to UTOPIA.

7.2 UTOPIA Designee and Address. UTOPIA's Executive Director or his or her designee(s) shall serve as UTOPIA's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Ordinance, all notices from the CITY to UTOPIA pursuant to or concerning this Agreement, shall be delivered to UTOPIA's offices at

UTOPIA
5858 South 900 East,
Murray, Utah, 84121

or such other officer and address as UTOPIA may designate by written notice to the CITY.

7.3 Failure of Designee. The failure or omission of the CITY's or UTOPIA's representative to act shall not constitute any waiver or estoppels by the CITY or UTOPIA.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 Insurance. Prior to commencing operations in the CITY pursuant to this Agreement, UTOPIA shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that UTOPIA is effectively self-insured if UTOPIA has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by UTOPIA from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

8.2 Indemnification. UTOPIA agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from UTOPIA's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to UTOPIA of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit UTOPIA to assume the defense of such with counsel of UTOPIA's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, UTOPIA shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 9. INSTALLATION

9.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, UTOPIA shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

9.2 Underground Installation. Notwithstanding the provisions of Article 1.3 of this Agreement, UTOPIA expressly agrees to install and maintain all of its underground facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement.

9.3 Aerial Installation: Notwithstanding the provisions of Article 1.3 of this Agreement, UTOPIA expressly agrees to install and maintain all of its aerial facilities in accordance with CITY Ordinances regarding the installation of aerial utility lines and pole attachment agreement terms, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require UTOPIA to convert existing overhead facilities to underground facilities until and

unless other similarly situated providers in the same location are required to do so.

9.4 Prior Approval. UTOPIA shall not perform any work within CITY rights-of-way without having first obtained a written permit from the CITY authorizing such work.

ARTICLE 10. GENERAL PROVISIONS

10.1 Binding Agreement. The parties represent that: (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to its operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

10.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law and jurisdiction and venue for any legal action pertaining to this Agreement shall be in the District Court of Davis County State of Utah.

10.3 Time of Essence. Time shall be of the essence of this Agreement.

10.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held in include the plural number and vice versa, and the use of any gender shall include the other gender. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.5 No Presumption. Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing this Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

10.6 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute the entire agreement and understanding between the parties and replaces any previous agreement, understanding or negotiation between the parties with respect to its subject matter, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

SIGNED AND ENTERED INTO On the ____ day of _____, 2017

"CITY"

KAYSVILLE CITY

By: _____

STEVE A. HIATT, Mayor

ATTEST

MARIA DEVEREUX,
City Recorder

APPROVED AS TO FORM:

FELSHAW King
City Attorney

Utah Telecommunications Open Infrastructure Agency ("UTOPIA")

Roger Timmerman, Executive Director

STATE OF UTAH)
 : ss,
COUNTY OF DAVIS)

On the ____ day of _____, 2017, personally appeared before me STEVE A. HIATT, and MARIA DEVEREUX, who being by me duly sworn did say, each for himself that he, the said STEVE A. HIATT, is the Mayor of Kaysville City, Davis County, State of Utah and that she, the said MARIA DEVEREUX, is the City Recorder of Kaysville City, and that the within and foregoing instrument was signed on behalf of the said Kaysville City by authority of the City Council of Kaysville City and said STEVE A. HIATT, and MARIA DEVEREUX, each duly acknowledged to me that the said Kaysville City executed the same and that the seal affixed is the seal of the said Kaysville City.

TITLE 11
TELECOMMUNICATIONS

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CHAPTER 1

GENERAL

- 11-1-1 Purpose
- 11-1-2 Definitions
- 11-1-3 Registration
- 11-1-4 Telecommunications License
- 11-1-5 Telecommunications Franchise
- 11-1-6 Cable Television Franchise
- 11-1-7 Application to Existing Franchise Ordinances and Agreements
- 11-1-8 Penalties
- 11-1-9 Other Remedies
- 11-1-10 Severability

11-1-1 Purpose. The purpose and intent of this Title is to:

- (1) Establish a local policy concerning telecommunications providers and services;
- (2) Establish clear local guidelines, standards and time frames for the exercise of local authority with respect to the regulation of telecommunications providers and services;
- (3) Promote competition in telecommunications;
- (4) Minimize unnecessary local regulation of telecommunications providers and services;
- (5) Encourage the provision of advanced and competitive telecommunications services on the widest possible basis to the businesses, institutions and residents of the City;
- (6) Permit and manage reasonable access to the public ways of the City for telecommunications purposes on a competitively neutral basis;
- (7) Conserve the limited physical capacity of the public ways held in public trust by the City;
- (8) Assure that the City's current and ongoing costs of granting and regulating private access to and use of the public ways are fully paid by the persons seeking such access and causing such costs;
- (9) Secure fair and reasonable compensation to the City and the residents of the City for permitting private use of the public ways;

(10) Assure that all telecommunications carriers providing facilities or services within the City comply with the ordinances, rules and regulations of the City;

(11) Assure that the City can continue fairly and responsibly to protect the public health, safety and welfare;

(12) Enable the City to discharge its public trust consistent with rapidly evolving Federal and State regulatory policies, industry competition and technological development.

11-1-2 Definitions. For the purpose of this Title, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

Affiliate - Means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with another person.

Annual Gross Revenue - Means any revenue received by the telecommunications carrier from the operation of a telecommunications service within the corporate limits of Kaysville City, provided, however, that such phrase shall not include any fees or taxes which are imposed directly or indirectly on any telecommunications carrier by any governmental unit or agency, and which are collected by the Telecommunications Carrier on behalf of such governmental unit or agency.

Cable Act - Shall mean the Cable Communications Policy Act of 1984, 47 U.S.C. §532, et seq., as now and hereafter amended.

Cable Operator - Means a telecommunications carrier providing or offering to provide "cable service" within the City as that term is defined in the Cable Act.

Cable Service - For the purpose of this Title shall have the same meaning provided by the Cable Act.

City - Means Kaysville City.

City Property - Means and includes all real property owned by the City, other than public streets and utility easements as those terms are defined herein, and all property held in a proprietary capacity by the City, which are not subject to right-of-way licensing and franchising as provided in this Title.

Corporate Authorities - Means the Mayor and City Council of the City.

Excess Capacity - Means the volume or capacity in any existing or future duct, conduit, manhole, handhole or other utility facility within the public way that is or will be available for use for additional telecommunications facilities.

FCC or Federal Communications Commission - Means the Federal administrative agency or lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers on a national level.

Legal Ability of Applicant - Means applicant's status as a fully authorized and licensed entity according to applicable law.

Other Ways - Means the highways, streets, alleys, utility easements or other rights-of-way within the City, but under the jurisdiction and control of a governmental entity other than the City.

Overhead Facilities - Means utility poles, utility facilities and telecommunications facilities located above the surface of the ground, including the underground supports and foundations for such facilities.

Person - Means and includes corporations, companies, associations, joint stock companies or associations, firms, partnerships, limited liability companies or similar entities and individuals and includes their lessors, trustees and receivers.

PSC or Public Service Commission - Means the State administrative agency, or lawful successor, authorized to regulate and oversee telecommunication carriers, services and providers in the State of Utah.

Public Street - Means any highway, street, alley or other public right-of-way for motor vehicle travel under the jurisdiction and control of or within the City which has been acquired, established, dedicated or devoted to highway purposes not inconsistent with telecommunications facilities.

Public Ways - Means City owned or controlled easements, rights-of-way, or public streets or other ways open to and available for use by the public.

State - Means the State of Utah.

Surplus Space - Means the portion of the usable space on a utility pole which has the necessary clearance from other pole users, as required by the orders and regulations of the Public Service Commission or other regulatory agency, to allow its use by a telecommunications carrier for a pole attachment.

Telecommunications Carrier - Means and includes every person that directly or indirectly owns, controls, operates or manages plant, equipment or property within the City, used or to be used for the purpose of offering telecommunications service.

Telecommunications Facilities - Means the plant, equipment and property, including but not limited to, cables, wires, conduits, ducts, pedestals, antennae, electronics and other appurtenances used or to be used to transmit, receive, distribute, provide or offer telecommunications services.

Telecommunications Provider - Means and includes every person who provides telecommunications service over telecommunications facilities without any ownership or management control of the facilities.

Telecommunications Service - Means the providing or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of voice, data, image, graphic and video programming information between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite or similar facilities, with or without benefit of any closed transmission medium.

Telecommunications System - See Telecommunications Facilities.

Underground Facilities - Means utility and telecommunications facilities located under the surface of the ground, excluding the underground foundations or supports for overhead facilities.

Usable Space - Means the total distance between the top of a utility pole and the lowest possible attachment point that provides the minimum allowable vertical clearance as specified in the orders and regulations of the Public Service Commission or other regulatory agency.

Utility Easement - Means any easement owned by the City and acquired, established, dedicated or devoted for public utility purposes not inconsistent with telecommunications facilities.

Utility Facilities - Means the plant, equipment and property, including but not limited to the poles, pipes, mains, conduits, ducts, cables, wires, plant and equipment located under, on or above the surface of the ground within the public ways of the City and used or to be used for the purpose of providing utility or telecommunications services.

11-1-3 Registration. Except as otherwise provided herein, all telecommunications carriers and providers engaged in the business of transmitting, supplying or furnishing of telecommunications originating or terminating in the City shall register with the City pursuant to Chapter 2 of this Title.

11-1-4 Telecommunications License. Except as otherwise provided herein, any telecommunications carriers who desire to construct, install, operate, maintain, or otherwise locate telecommunications facilities in, under, over or across any public way of the City for the sole purpose of providing telecommunications service to persons and areas outside the City shall first obtain a license granting the use of such public ways from the City pursuant to Chapter 3 of this Title.

11-1-5 Telecommunications Franchise. Except as otherwise provided herein, any telecommunications carriers who desire to construct, install, operate, maintain or otherwise locate telecommunications facilities in, under, over or across any public way of the City, and to also provide telecommunications service to persons or areas in the City, shall first obtain a franchise granting the use of such public ways from the City pursuant to Chapter 4 of this Title.

11-1-6 Cable Television Franchise. Except as otherwise provided herein, any telecommunications carrier who desires to construct, install, operate, maintain or locate telecommunications facilities in any public way of the City for the purpose of providing cable service to persons in the City shall first obtain a cable franchise from the City as provided in Chapter 5 of this Title.

11-1-7 Application to Existing Franchise Ordinances and Agreements. This Title shall have no effect on any existing franchise ordinance or franchise agreement until:

- (1) The expiration of said franchise ordinance or agreement;
- (2) An amendment to an unexpired franchise ordinance or franchise agreement, unless both parties agree to defer full compliance to a specific date not later than the present expiration date.

11-1-8 Penalties. Any person or fictitious entity found guilty of violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this Title shall be guilty of a Class B Misdemeanor and shall be punished accordingly. A separate and distinct offense shall be deemed committed each day on which a violation occurs or continues.

11-1-9 Other Remedies. Nothing in this Title shall be construed as limiting any judicial remedies that the City may have, at law or in equity, for enforcement of this Title.

11-1-10 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Title, or its application to any person, is for any reason declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

CHAPTER 2

REGISTRATION OF TELECOMMUNICATIONS CARRIERS AND PROVIDERS

- 11-2-1 Registration Required
- 11-2-2 Registration Fee
- 11-2-3 Purpose of Registration

11-2-1 Registration Required. All telecommunications carriers and providers that offer or provide any telecommunications service for a fee directly to the public, either within the City, or outside the corporate limits from telecommunications facilities within the City, shall register with the City pursuant to this Chapter and shall provide the following:

- (1) The identity and legal status of the registrant, including any affiliates.
- (2) The name, address and telephone number of the officer, agent or employee responsible for the accuracy of the registration statement.
- (3) A description of registrant's existing or proposed telecommunications facilities within the City.
- (4) A description of the telecommunications service that the registrant intends to offer or provide, or is currently offering or providing, to persons, firms, businesses or institutions within the City.
- (5) Information sufficient to determine whether the registrant is subject to public way licensing or franchising under this Title.
- (6) Information sufficient to determine whether the transmission, origination or receipt of the telecommunications services provided or to be provided by the registrant constitutes an occupation or privilege subject to any municipal telecommunications tax, utility tax or other occupation tax imposed by the City.
- (7) Information sufficient to determine that the applicant has applied for and received any certificate of authority required by the PSC to provide telecommunications services or facilities within the City.
- (8) Information sufficient to determine that the applicant has applied for and received any construction permit, operating license or other approvals required by the FCC or other applicable regulatory agency to provide telecommunications services or facilities within the City.

- (9) Such other information as the City may reasonably require.

11-2-2 Registration Fee. Each application for registration as a telecommunications carrier or provider shall be accompanied by a fee of Fifty Dollars (\$50.00) or such other amount which may hereafter be determined by Resolution of the City Council.

11-2-3 Purpose of Registration. The purpose of registration under this Chapter 2 is to:

(1) Provide the City with accurate and current information concerning the telecommunications carriers and providers who offer or provide telecommunications services within the City, or that own or operate telecommunication facilities within the City;

(2) Assist the City in enforcement of this Title;

(3) Assist the City in the collection and enforcement of any municipal taxes, franchise fees, license fees or charges that may be due the City;

(4) Assist the City in monitoring compliance with local, State and Federal laws.

CHAPTER 3

TELECOMMUNICATIONS LICENSE

- 11-3-1 Telecommunications License
- 11-3-2 License Application
- 11-3-3 Determination by the City
- 11-3-4 Agreement
- 11-3-5 Nonexclusive Grant
- 11-3-6 Rights Granted
- 11-3-7 Term of Grant
- 11-3-8 License Route
- 11-3-9 Location of Facilities
- 11-3-10 Construction Permits
- 11-3-11 Compensation to City
- 11-3-12 Service to City Users
- 11-3-13 Amendment of Grant
- 11-3-14 Renewal Applications
- 11-3-15 Renewal Determinations
- 11-3-16 Obligation to Cure as a Condition of Renewal

11-3-1 Telecommunications License. A telecommunications license shall be required of any telecommunications carrier who desires to occupy specific public ways of the City for the sole purpose of providing telecommunications services to persons or areas outside the City.

11-3-2 License Application. Any person that desires a telecommunications license pursuant to this Chapter 3 shall file an application with the City which shall include the following information:

- (1) The identity of the license applicant, including all affiliates of the applicant.
- (2) A description of the telecommunications services that are or will be offered or provided by licensee over its telecommunications facilities.
- (3) A description of the transmission medium that will be used by the licensee to offer or provide such telecommunications services.
- (4) Preliminary engineering plans, specifications and a network map of the facilities to be located within the City, all in sufficient detail to identify:
 - (a) The location and route requested for applicant's proposed telecommunications facilities.

- (b) The location of all overhead and underground public utility, telecommunication, cable, water, sewer, drainage, irrigation and other facilities in the public way along the proposed route.
 - (c) The location(s), if any, for interconnection with the telecommunications facilities of other telecommunications carriers.
 - (d) The specific trees, structures, improvements, facilities and obstructions, if any, that applicant proposes to temporarily or permanently remove or relocate.
- (5) If applicant is proposing to install overhead facilities, evidence that surplus space is available for locating its telecommunications facilities on existing utility poles along the proposed route.
- (6) If applicant is proposing an underground installation in existing ducts or conduits within the public ways, information in sufficient detail to identify:
- (a) The excess capacity currently available in such ducts or conduits before installation of applicant's telecommunications facilities.
 - (b) The excess capacity, if any, that will exist in such ducts or conduits after installation of applicant's telecommunications facilities.
- (7) If applicant is proposing an underground installation within new ducts or conduits to be constructed within the public ways:
- (a) The location proposed for the new ducts or conduits;
 - (b) The excess capacity that will exist in such ducts or conduits after installation of applicant's telecommunications facilities.
- (8) A preliminary construction schedule and completion date.
- (9) A preliminary traffic control plan in accordance with the Utah Department of Transportation UDOT Manual on Uniform Traffic Control Devices.
- (10) Financial statements prepared in accordance with generally accepted accounting principles demonstrating the applicant's financial ability to construct, operate, maintain, relocate and remove the facilities.
- (11) Information in sufficient detail to establish the applicant's technical qualifications, experience and expertise regarding the telecommunications facilities and services described in the application.

(12) Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities and to offer or provide the telecommunications services.

(13) All fees, deposits or charges required pursuant to Chapter 6 of this Title.

(14) Such other and further information as may be required by the City.

11-3-3 Determination by the City. Within 120 days after receiving a complete application under Section 11-3-2 hereof, the City authorities shall issue a written determination granting or denying the application in whole or in part, applying the following standards. If the application is denied, the written determination shall include the reasons for denial.

(1) The financial and technical ability of the applicant.

(2) The legal ability of the applicant.

(3) The capacity of the public ways to accommodate the applicant's proposed facilities.

(4) The capacity of the public ways to accommodate additional utility and telecommunications facilities if the license is granted.

(5) The damage or disruption, if any, of public or private facilities, improvements, service, travel or landscaping if the license is granted.

(6) The public interest in minimizing the cost and disruption of construction within the public ways.

(7) The service that applicant will provide to the community and region.

(8) The effect, if any, on public health, safety and welfare if the license is granted.

(9) The availability of alternate routes and/or locations for the proposed facilities.

(10) Applicable Federal and State telecommunications laws, regulations and policies.

(11) Such other factors as may demonstrate that the grant to use the public ways will serve the community interest.

11-3-4 Agreement. No license granted hereunder shall be effective until the applicant and the City have executed a written agreement setting forth the particular terms and provisions under which the license to occupy and use public ways of the City will be granted.

11-3-5 Nonexclusive Grant. No license granted under this Chapter shall confer any exclusive right, privilege, license or franchise to occupy or use the public ways of the City for delivery of telecommunications services or any other purposes.

11-3-6 Rights Granted. No license granted under this Chapter shall convey any right, title or interest in the public ways, but shall be deemed a license only to use and occupy the public ways for the limited purposes and term stated in the grant. Further, no license shall be construed as any warranty of title.

11-3-7 Term of Grant. Unless otherwise specified in a license agreement, a telecommunications license granted hereunder shall be in effect for a term of five (5) years.

11-3-8 License Route. A telecommunications license granted under this Chapter shall be limited to a grant of specific public ways and defined portions thereof.

11-3-9 Location of Facilities. Unless otherwise specified in a license agreement, all facilities shall be constructed, installed and located in accordance with the following terms and conditions:

(1) Telecommunications facilities shall be installed within an existing underground duct or conduit whenever excess capacity exists within such utility facility. Such installation shall be pursuant to written authorization from the City.

(2) A licensee with permission to install overhead facilities shall install its telecommunications facilities on pole attachments to existing utility poles only, and then only if surplus space is available. The licensee shall enter into a written agreement with the City prior to utilizing any overhead facilities.

(3) Whenever any existing electric utilities, cable facilities or telecommunications facilities are located underground within a public way of the City, a licensee with permission to occupy the same public way must also locate its telecommunications facilities underground.

(4) Whenever any new or existing electric utilities, cable facilities or telecommunications facilities are located or relocated underground within a public way of the City, a grantee that currently occupies the same public way shall relocate its facilities underground within a reasonable period of time, which shall not be later than the end of the grant term. Absent extraordinary circumstances or undue hardship as determined by the City Engineer, such relocation shall be made concurrently to minimize the disruption of the public ways.

(5) Whenever new telecommunications facilities will exhaust the capacity of a public street or utility easement to reasonably accommodate future telecommunications carriers or facilities, the grantee shall provide additional ducts, conduits, manholes and other facilities for nondiscriminatory access to future telecommunications carriers.

11-3-10 Construction Permits. All licensees are required to obtain construction permits for telecommunications facilities as required in Chapter 7 of this Title provided, however, that nothing in this Chapter shall prohibit the City and a licensee from agreeing to alternative plan review, permit and construction procedures in a license agreement, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

11-3-11 Compensation to City. Each license granted under this Chapter is subject to the City's right, which is expressly reserved, to annually fix a fair and reasonable compensation to be paid for the property rights granted to the licensee; provided, nothing in this Chapter shall prohibit the City and a licensee from agreeing to the compensation to be paid.

11-3-12 Service to City Users. A licensee may be permitted to offer or provide telecommunications services to persons or areas within the City upon submitting an application for approval pursuant to Chapter 4 hereof.

11-3-13 Amendment of Grant. (1) A new license application and grant shall be required of any telecommunications carrier that desires to extend or locate its telecommunications facilities in public ways of the City which are not included in a license previously granted under this Title.

(2) If ordered by the City to locate or relocate its telecommunications facilities in public ways not included in a previously granted license, the City shall grant a license amendment without further application.

11-3-14 Renewal Applications. A grantee that desires to renew its license under this Chapter shall, not more than 180 days nor less than 90 days before expiration of the current license, file an application with the City for renewal of its license which shall include the following information:

- (1) The information required pursuant to Section 11-3-2 of this Chapter.
- (2) Any information required pursuant to the license agreement between the City and the grantee.

11-3-15 Renewal Determinations. Within 90 days after receiving a complete application under Section 11-3-14 hereof, the City shall issue a written determination granting or denying the renewal application in whole or in part, applying the following standards. If the renewal application is denied, the written determination shall include the reasons for non-renewal.

- (1) The financial and technical ability of the applicant.
- (2) The legal ability of the applicant.
- (3) The continuing capacity of the public ways to accommodate the applicant's existing facilities.

(4) The applicant's compliance with the requirements of this Title and the license agreement.

(5) Applicable Federal, State and local telecommunications laws, rules and policies.

(6) Such other factors as may demonstrate that the continued grant to use the public ways will serve the community interest.

11-3-16 Obligation to Cure as a Condition of Renewal. No license shall be renewed until any ongoing violations or defaults in the licensee's performance of the license agreement, or of the requirements of this Title, have been cured, or a plan detailing the corrective action to be taken by the grantee has been approved by the City.

CHAPTER 4

TELECOMMUNICATIONS FRANCHISE

- 11-4-1 Telecommunications Franchise
- 11-4-2 Franchise Application
- 11-4-3 Determination by the City
- 11-4-4 Agreement
- 11-4-5 Nonexclusive Grant
- 11-4-6 Term of Grant
- 11-4-7 Rights Granted
- 11-4-8 Franchise Territory
- 11-4-9 Location of Facilities
- 11-4-10 Construction Permits
- 11-4-11 Compensation to City
- 11-4-12 Nondiscrimination
- 11-4-13 Service to the City
- 11-4-14 Amendment of Grant
- 11-4-15 Renewal Applications
- 11-4-16 Renewal Determinations
- 11-4-17 Obligation to Cure as a Condition of Renewal

11-4-1 Telecommunications Franchise. A telecommunications franchise shall be required of any telecommunications carrier who desires to occupy public ways of the City and to provide telecommunications services to any person or area in the City.

11-4-2 Franchise Application. Any person that desires a telecommunications franchise pursuant to this Chapter 4 shall file an application with the City which shall include the following information:

- (1) The identity of the franchise applicant, including all affiliates of the applicant.
- (2) A description of the telecommunications services that are or will be offered or provided by the franchise applicant over its existing or proposed facilities.
- (3) A description of the transmission medium that will be used by the franchisee to offer or provide such telecommunications services.
- (4) Preliminary engineering plans, specifications and a network map of the facilities to be located within the City, all in sufficient detail to identify:

- (a) The location and route requested for applicant's proposed telecommunications facilities.
- (b) The location of all overhead and underground public utility, telecommunication, cable, water, sewer, drainage, and irrigation and other facilities in the public way along the proposed route.
- (c) The location(s), if any, for interconnection with the telecommunications facilities of other telecommunications carriers.
- (d) The specific trees, structures, improvements, facilities and obstructions, if any, that applicant proposes to temporarily or permanently remove or relocate.

(5) If applicant is proposing to install overhead facilities, evidence that surplus space is available for locating its telecommunications facilities on existing utility poles along the proposed route.

(6) If applicant is proposing an underground installation in existing ducts or conduits within the public ways, information in sufficient detail to identify:

- (a) The excess capacity currently available in such ducts or conduits before installation of applicant's telecommunications facilities.
- (b) The excess capacity, if any, that will exist in such ducts or conduits after installation of applicant's telecommunications facilities.

(7) If applicant is proposing an underground installation within new ducts or conduits to be constructed within the public ways:

- (a) The location proposed for the new ducts or conduits;
- (b) The excess capacity that will exist in such ducts or conduits after installation of applicant's telecommunications facilities.

(8) A preliminary construction schedule and completion dates.

(9) A preliminary traffic control plan in accordance with the UDOT Manual on Uniform Traffic Control Devices.

(10) Financial statements prepared in accordance with generally accepted accounting principles demonstrating the applicant's financial ability to construct, operate, maintain, relocate and remove the facilities.

(11) Information in sufficient detail to establish the applicant's technical qualifications, experience and expertise regarding the telecommunications facilities and services described in the application.

(12) Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities and to offer or provide the telecommunications services.

(13) Whether the applicant intends to provide cable service, video dial tone service or other video programming service, and sufficient information to determine whether such service is subject to cable franchising.

(14) An accurate map showing the location of any existing telecommunications facilities in the City that applicant intends to use or lease.

(15) A description of the services or facilities that the applicant will offer or make available to the City and other public, educational and governmental institutions.

(16) A description of applicant's access and line extension policies.

(17) The area or areas of the City the applicant desires to serve and a schedule for build-out to the entire franchise area.

(18) All fees, deposits or charges required pursuant to Chapter 6 of this Title.

(19) Such other and further information as may be requested by the City.

11-4-3 Determination by the City. Within 150 days after receiving a complete application under Section 11-4-2 hereof, the corporate authorities shall issue a written determination granting or denying the application in whole or in part, applying the following standards. If the application is denied, the written determination shall include the reasons for denial.

(1) The financial and technical ability of the applicant.

(2) The legal ability of the applicant.

(3) The capacity of the public ways to accommodate the applicant's proposed facilities.

(4) The capacity of the public ways to accommodate additional utility and telecommunications facilities if the franchise is granted.

(5) The damage or disruption, if any, of public or private facilities, improvements, service, travel or landscaping if the franchise is granted.

(6) The public interest in minimizing the cost and disruption of construction within the public ways.

(7) The service that applicant will provide to the community and region.

(8) The effect, if any, on public health, safety and welfare if the franchise requested is granted.

(9) The availability of alternate routes and/or locations for the proposed facilities.

(10) Applicable Federal and State telecommunications laws, regulations and policies.

(11) Such other factors as may demonstrate that the grant to use the public ways will serve the community interest.

11-4-4 Agreement. No franchise shall be granted hereunder unless the applicant and the City have executed a written agreement setting forth the particular terms and provisions under which the franchise to occupy and use public ways of the City will be granted.

11-4-5 Nonexclusive Grant. No franchise granted under this Chapter shall confer any exclusive right, privilege, license or franchise to occupy or use the public ways of the City for delivery of telecommunications services or any other purpose.

11-4-6 Term of Grant. Unless otherwise specified in a franchise agreement, a telecommunications franchise granted hereunder shall be valid for a term of ten (10) years.

11-4-7 Rights Granted. No franchise granted under this Chapter shall convey any right, title or interest in the public ways, but shall be deemed a franchise only to use and occupy the public ways for the limited purposes and term stated in the grant. Further, no franchise shall be construed as any warranty of title.

11-4-8 Franchise Territory. A telecommunications franchise granted under this Chapter shall be limited to the specific geographic area of the City to be served by the franchise grantee, and the specific public ways necessary to serve such areas.

11-4-9 Location of Facilities. Unless otherwise specified in a franchise agreement, all facilities shall be constructed, installed and located in accordance with the following terms and conditions:

(1) Telecommunications facilities shall be installed within an existing underground duct or conduit whenever excess capacity exists within such utility facility.

(2) A franchisee with permission to install overhead facilities shall install its telecommunications facilities on pole attachments to existing utility poles only, and then only if surplus space is available.

(3) Whenever any existing electric utilities, cable facilities or telecommunications facilities are located underground within a public way of the City, a franchisee with permission to occupy the same public way must also locate its telecommunications facilities underground.

(4) Whenever any new or existing electric utilities, cable facilities or telecommunications facilities are located or relocated underground within a public way of the City, a grantee that currently occupies the same public way shall relocate its facilities underground within a reasonable period of time, which shall not be later than the end of the grant term. Absent extraordinary circumstances or undue hardship as determined by the City Engineer, such relocation shall be made concurrently to minimize the disruption of the public ways.

(5) Whenever new telecommunications facilities will exhaust the capacity of a public street or utility easement to reasonably accommodate future telecommunications carriers or facilities, the grantee shall provide additional ducts, conduits, manholes and other facilities for nondiscriminatory access to future carriers.

11-4-10 Construction Permits. All franchisees are required to obtain construction permits for telecommunications facilities as required in Chapter 7 of this Title provided, however, that nothing in this Chapter shall prohibit the City and a franchisee from agreeing to alternative plan review, permit and construction procedures in a franchise agreement, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

11-4-11 Compensation to City. Each franchise granted under this Chapter is subject to the City's right, which is expressly reserved, annually to fix a fair and reasonable compensation to be paid for the property rights granted to the franchisee; provided, nothing in this Chapter shall prohibit the City and a franchisee from agreeing to the compensation to be paid.

11-4-12 Nondiscrimination. A franchise shall make its telecommunications services available to any customer within its franchise area who shall request such service, without discrimination as to the terms, conditions, rates or charges for grantee's services, provided, however, that nothing in this Chapter shall prohibit a franchisee from making any reasonable classifications among differently situated customers.

Customers shall not pay more than franchisee charges customers in adjacent communities.

11-4-13 Service to the City. A franchisee shall make its telecommunications services available to the City at its most favorable rate for similarly situated users, unless otherwise provided in a license or franchise agreement.

11-4-14 Amendment of Grant. (1) A new franchise application and grant shall be required of any telecommunications carrier that desires to extend its franchise territory or to locate its telecommunications facilities in public ways of the City which are not included in a franchise previously granted under this Title.

(2) If ordered by the City to locate or relocate its telecommunications facilities in public ways not included in a previously granted franchise, the City shall grant a franchise amendment without further application.

11-4-15 Renewal Applications. A grantee that desires to renew its franchise under this Chapter shall, not more than 240 days nor less than 150 days before expiration of the current franchise, file an application with the City for renewal of its franchise which shall include the following information:

- (1) The information required pursuant to Section 11-4-1 of this Chapter.
- (2) Any information required pursuant to the franchise agreement between the City and the grantee.

11-4-16 Renewal Determinations. Within 150 days after receiving a complete application under Section 11-4-15 hereof, the City shall issue a written determination granting or denying the renewal application in whole or in part, applying the following standards. If the renewal application is denied, the written determination shall include the reasons for non-renewal.

- (1) The financial and technical ability of the applicant.
- (2) The legal ability of the applicant.
- (3) The continuing capacity of the public ways to accommodate the applicant's existing facilities.
- (4) The applicant's compliance with the requirements of this Title and the franchise agreement.
- (5) Applicable Federal, State, and local telecommunications laws, rules and policies.
- (6) Such other factors as may demonstrate that the continued grant to use the public ways will serve the community interest.

11-4-17 Obligation to Cure as a Condition of Renewal. No franchise shall be renewed until any ongoing violations or defaults in the grantee's performance of the franchise agreement, or of the requirements of this Title, have been cured, or a plan detailing the corrective action to be taken by the grantee has been approved by the City.

CHAPTER 5

CABLE FRANCHISE

- 11-5-1 Cable Franchise
- 11-5-2 Franchise Application
- 11-5-3 Determination by the City
- 11-5-4 Agreement
- 11-5-5 Nonexclusive Grant
- 11-5-6 Term of Grant
- 11-5-7 Rights Granted
- 11-5-8 Franchise Territory
- 11-5-9 Location of Facilities
- 11-5-10 Construction Permits
- 11-5-11 Compensation to City
- 11-5-12 Nondiscrimination
- 11-5-13 Service to the City
- 11-5-14 Amendment of Grant
- 11-5-15 Renewal Applications
- 11-5-16 Sale of Cable System
- 11-5-17 Obligation to Cure as Condition of Renewal

11-5-1 Cable Franchise. A cable franchise shall be required of any cable operator who desires to provide cable services to any person or area in the City.

11-5-2 Franchise Application. Any person that desires a cable franchise pursuant to this Chapter shall file an application with the City which shall include the following information:

- (1) The identity of the franchise applicant, including all affiliates of the applicant.
- (2) A description of the cable services that are or will be offered or provided by the franchise applicant over its existing or proposed facilities.
- (3) A description of the transmission medium that will be used by the franchisee to offer or provide such cable services.
- (4) Preliminary engineering plans, specifications and a network map of the facilities to be located within the City, all in sufficient detail to identify:
 - (a) The location and route requested for applicant's proposed telecommunications facilities.

- (b) The location of all overhead and underground public utility, telecommunication, cable, water, sewer, drainage and irrigation and other facilities in the public way along the proposed route.
- (c) The location(s), if any, for interconnection with the facilities of other telecommunications carriers.
- (d) The specific trees, structures, improvements, facilities and obstructions, if any, that applicant proposes to temporarily or permanently remove or relocate.

(5) If applicant is proposing to install overhead facilities, evidence that surplus space is available for locating its telecommunications facilities on existing utility poles along the proposed route.

(6) If applicant is proposing an underground installation in existing ducts or conduits within the public ways, information in sufficient detail to identify:

- (a) The excess capacity currently available in such ducts or conduits before installation of applicant's cable facilities;
- (b) The excess capacity, if any, that will exist in such ducts or conduits after installation of applicant's cable facilities.

(7) If applicant is proposing an underground installation within new ducts or conduits to be constructed within the public ways:

- (a) The location proposed for the new ducts or conduits;
- (b) The excess capacity that will exist in such ducts or conduits after installation of applicant's cable facilities.

(8) A preliminary construction schedule and completion dates.

(9) A preliminary traffic control plan in accordance with the UDOT Manual on Uniform Traffic Control Devices.

(10) Financial statements prepared in accordance with generally accepted accounting principles demonstrating the applicant's financial ability to construct, operate, maintain, relocate and remove the facilities.

(11) Information in sufficient detail to establish the applicant's technical qualifications, experience and expertise regarding the cable facilities and services described in the application.

(12) Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities and to offer or provide the cable services.

(13) Whether the applicant intends to provide telecommunications services other than cable services.

(14) An accurate map showing the location of any existing cable facilities in the City that applicant intends to use or lease.

(15) A description of the services or facilities that the applicant will offer or make available to the City and other public, educational and governmental institutions.

(16) A description of applicant's access and line extension policies.

(17) The area or areas of the City the applicant desires to serve and a schedule for build-out to the entire franchise area.

(18) All fees, deposits or charges required pursuant to this Title.

(19) Such other and further information as may be requested by the City.

11-5-3 Determination by the City. Within 150 days after receiving a complete application under Section 11-5-2 hereof, the corporate authorities shall issue a written determination granting or denying the application in whole or in part, applying the following standards. If the application is denied, the written determination shall include the reasons for denial.

(1) The financial and technical ability of the applicant.

(2) The legal ability of the applicant.

(3) The capacity of the public ways to accommodate the applicant's proposed facilities.

(4) The capacity of the public ways to accommodate additional utility and telecommunications facilities if the franchise is granted.

(5) The damage or disruption, if any, of public or private facilities, improvements, service, travel or landscaping if the franchise is granted.

(6) The public interest in minimizing the cost and disruption of construction within the public ways.

(7) The service that applicant will provide to the community and region.

(8) The effect, if any, on public health, safety and welfare if the franchise requested is granted.

(9) The availability of alternate routes and/or locations for the proposed facilities.

(10) Applicable Federal and State telecommunications laws, regulations and policies.

(11) Such other factors as may demonstrate that the grant to use the public ways will serve the community interest.

11-5-4 Agreement. No franchise shall be granted hereunder unless the applicant and the City have executed a written agreement setting forth the particular terms and provisions under which the franchise to occupy and use public ways of the City will be granted.

11-5-5 Nonexclusive Grant. No franchise granted under this Chapter shall confer any exclusive right, privilege, license or franchise to occupy or use the public ways of the City for delivery of cable services or any other purposes.

11-5-6 Term of Grant. Unless otherwise specified in a franchise agreement, a cable franchise granted hereunder shall be valid for a term of ten (10) years.

11-5-7 Rights Granted. No franchise granted under this Chapter shall convey any right, title or interest in the public ways, but shall be deemed a franchise only to use and occupy the public ways for the limited purposes and term stated in the grant. Further, no franchise shall be construed as any warranty of title.

11-5-8 Franchise Territory. A cable franchise granted under this Chapter shall be limited to the specific geographic area of the City to be served by the franchise grantee, and the specific public ways necessary to serve such areas.

11-5-9 Location of Facilities. Unless otherwise specified in a franchise agreement, all facilities shall be constructed, installed and located in accordance with the following terms and conditions:

(1) Cable facilities shall be installed within an existing underground duct or conduit whenever excess capacity exists within such facility.

(2) A franchisee with permission to install overhead facilities shall install its cable facilities on pole attachments to existing poles only, and then only if surplus space is available.

(3) Whenever any existing electric utilities, cable facilities or telecommunications facilities are located underground within a public way of the City, a franchisee with permission to occupy the same public way must also locate its cable facilities underground.

(4) Whenever any new or existing electric utilities, cable facilities or telecommunications facilities are located or relocated underground within a public way of the City, a grantee that currently occupies the same public way shall relocate its facilities underground within a reasonable period of time, which shall not be later than the end of the grant term. Absent extraordinary circumstances or undue hardship as determined by the City Engineer, such relocation shall be made concurrently to minimize the disruption of the public ways.

(5) Whenever new cable facilities will exhaust the capacity of a public street or utility easement to reasonably accommodate future telecommunications carriers or facilities, the grantee shall provide additional ducts, conduits, manholes and other facilities for nondiscriminatory access to future carriers.

11-5-10 Construction Permits. All franchisees are required to obtain construction permits for cable facilities as required in Chapter 7 of this Title provided, however, that nothing in this Chapter shall prohibit the City and a franchisee from agreeing to alternative plan review, permit and construction procedures in a franchise agreement, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

11-5-11 Compensation to City. Each franchise granted under this Chapter is subject to the City's right, which is expressly reserved, annually to fix a fair and reasonable compensation to be paid for the property rights granted to the franchisee; provided, nothing in this Chapter shall prohibit the City and a franchisee from agreeing to the compensation to be paid.

11-5-12 Nondiscrimination. A franchisee shall make its cable service available to any customer within its franchise area who shall request such service, without discrimination as to the terms, conditions, rates or charges for grantee's services, provided, however, that nothing in this Chapter shall prohibit a franchisee from making any reasonable classifications among differently situated customers.

11-5-13 Service to the City. A franchisee shall make its cable services available to the City at its most favorable rate for similarly situated users, unless otherwise provided in a license or franchise agreement.

11-5-14 Amendment of Grant. (1) A new franchise application and grant shall be required of any cable operator that desires to extend its franchise territory or to locate its cable facilities in public ways of the City which are not included in a franchise previously granted under this Title.

(2) If ordered by the City to locate or relocate its cable facilities in public ways not included in a previously granted franchise, the City shall grant a franchise amendment without further application.

11-5-15 Renewal Applications. Franchise renewal applications shall be processed in accordance with the provisions of the Cable Act.

11-5-16 Sale of Cable System. The sale or transfer of any Cable System shall be transacted in accordance with the provisions of the Cable Act.

11-5-17 Obligation to Cure as a Condition of Renewal. No franchise shall be renewed until any ongoing violations or defaults in the grantee's performance of the franchise agreement, or of the requirements of this Title, has been cured, or a plan detailing the corrective action to be taken by the grantee has been approved by the City.

CHAPTER 6

FEES AND COMPENSATION

- 11-6-1 Purpose
- 11-6-2 Application and Review Fees
- 11-6-3 Amendment Costs
- 11-6-4 Construction Permit Fee
- 11-6-5 Regulatory Fees and Compensation Not a Tax

11-6-1 Purpose. It is the purpose of this Chapter to provide for the payment and recovery of all direct and indirect costs and expenses of the City related to the enforcement and administration of this Title.

11-6-2 Application and Review Fee. (1) Any applicant for a license or franchise pursuant to Chapter 3, 4, or 5 of this Title shall pay a fee of One Thousand Dollars (\$1,000.00) or such other amount which may hereafter be determined by Resolution of the City Council.

(2) The application and review fee shall be deposited with the City as part of the application filed pursuant to Chapter 3, 4, or 5 of this Title.

(3) An applicant whose license or franchise application has been withdrawn or denied shall be refunded the balance of its fee under this section, less all ascertainable costs and expenses incurred by the City in connection with the application.

11-6-3 Amendment Costs. All license or franchise grantees shall, within thirty (30) days after written demand therefor, reimburse the City for all direct and indirect costs and expenses incurred by the City in connection with any modification, amendment, renewal or transfer of the license or franchise or any license or franchise agreement.

11-6-4 Construction Permit Fee. Prior to issuance of a construction permit, the permittee shall pay a permit fee of Two Hundred Dollars (\$200.00) or such other amount as may hereafter be determined by Resolution of the City Council.

11-6-5 Regulatory Fees and Compensation Not a Tax. The regulatory fees and costs provided for in this Chapter are separate from, and additional to, any and all Federal, State, local and City taxes as may be levied, imposed or due from a telecommunications carrier or provider, its customers or subscribers, or on account of the lease, sale, delivery or transmission of telecommunications services.

CHAPTER 7

CONDITIONS OF GRANT

- 11-7-1 Location of Facilities
- 11-7-2 Compliance with City Regulations
- 11-7-3 Construction Permits
- 11-7-4 Interference with the Public Ways
- 11-7-5 Damage to Property
- 11-7-6 Notice of Work
- 11-7-7 Repair and Emergency Work
- 11-7-8 Maintenance of Facilities
- 11-7-9 Relocation or Removal of Facilities
- 11-7-10 Removal of Unauthorized Facilities
- 11-7-11 Emergency Removal or Relocation of Facilities
- 11-7-12 Damage to Grantee's Facilities
- 11-7-13 Restoration of Public Ways, Other Ways and City Property
- 11-7-14 Facilities Maps
- 11-7-15 Duty to Provide Information
- 11-7-16 Leased Capacity
- 11-7-17 Grantee Insurance
- 11-7-18 General Indemnification
- 11-7-19 Performance Construction Surety
- 11-7-20 Security Fund
- 11-7-21 Construction and Completion Bond
- 11-7-22 Coordination of Construction Activities
- 11-7-23 Assignments or Transfers of Grant
- 11-7-24 Transactions Affecting Control of Grant
- 11-7-25 Revocation or Termination of Grant
- 11-7-26 Notice and Duty to Cure
- 11-7-27 Hearing
- 11-7-28 Standards for Revocation or Lesser Sanctions

11-7-1 Location of Facilities. All facilities shall be constructed, installed and located in accordance with the following terms and conditions, unless otherwise specified in a license or franchise agreement:

(1) A grantee shall install its telecommunications facilities within an existing underground duct or conduit whenever excess capacity exists within such facility.

(2) A grantee with permission to install overhead facilities shall install its telecommunications facilities on pole attachments to existing poles only, and then only if surplus space is available.

(3) Whenever any existing electric utilities, cable facilities or telecommunications facilities are located underground within a public way of the City, a grantee with permission to occupy the same public way must also locate its telecommunications facilities underground.

(4) Whenever any new or existing electric utilities, cable facilities or telecommunications facilities are located or relocated underground within a public way of the City, a grantee that currently occupies the same public way shall relocate its facilities underground within a reasonable period of time, which shall not be later than the end of the grant term. Absent extraordinary circumstances or undue hardship as determined by the City Engineer, such relocation shall be made concurrently to minimize the disruption of the public ways.

(5) Whenever new telecommunications facilities will exhaust the capacity of a public street or utility easement to reasonably accommodate future telecommunications carriers or facilities, the grantee shall provide additional ducts, conduits, manholes and other facilities for nondiscriminatory access to future carriers.

11-7-2 Compliance with City Regulations. All license or franchise grantees shall, before commencing any construction in the public ways, comply with all regulations of the City.

11-7-3 Construction Permits. All license or franchise grantees are required to obtain construction permits for telecommunications facilities as required in Chapter 8 of this Title. However, nothing in this Chapter shall prohibit the City and a grantee from agreeing to alternative plan review, permit and construction procedures in a license or franchise agreement, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

11-7-4 Interference with the Public Ways. No license or franchise grantee may locate or maintain its telecommunications facilities so as to unreasonably interfere with the use of the public ways by the City, by the general public or by other persons authorized to use or be present in or upon the public ways. All such facilities shall be moved by the grantee, temporarily or permanently, as determined by the City Engineer.

11-7-5 Damage to Property. No license or franchise grantee nor any person acting on a grantee's behalf shall take any action or permit any action to be done which may impair or damage any City property, public ways of the City, other ways or other property located in, on or adjacent thereto.

11-7-6 Notice of Work. Unless otherwise provided in a license or franchise agreement, no license or franchise grantee, nor any person acting on the grantee's behalf, shall commence any non-emergency work in or about the public ways of the City or other ways without five (5) working days advance notice to the City.

11-7-7 Repair and Emergency Work. In the event of an unexpected repair or emergency, a grantee may commence such repair and emergency response work as required under the circumstances, provided the Grantee shall notify the City as promptly as possible, before such repair or emergency work or as soon thereafter as possible if advance notice is not practicable.

11-7-8 Maintenance of Facilities. Each license or franchise grantee shall maintain its facilities in good and safe condition and in a manner that complies with all applicable Federal, State and local requirements.

11-7-9 Relocation or Removal of Facilities. Within five (5) days following notice from the City, a license or franchise grantee shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any telecommunications facilities within the public ways whenever the City shall have determined that such removal, relocation, change or alteration is reasonably necessary for:

(1) The construction, repair, maintenance or installation of any City or other public improvement in or upon the public ways.

(2) The operations of the City or other governmental entity in or upon the public ways.

11-7-10 Removal of Unauthorized Facilities. Within thirty (30) days following written notice from the City, any grantee, telecommunications carrier, or other person that owns, controls or maintains any unauthorized telecommunications system, facility or related appurtenances within the public ways of the City shall, at its own expense, remove such facilities or appurtenances from the public ways of the City. A telecommunications system or facility is unauthorized and subject to removal in the following circumstances:

(1) Upon expiration or termination of the grantee's telecommunications license or franchise.

(2) Upon abandonment of a facility within the public ways of the City.

(3) If the system or facility was constructed or installed without the prior grant of a telecommunications license or franchise.

(4) If the system or facility was constructed or installed without the prior issuance of a required construction permit.

(5) If the system or facility was constructed or installed at a location not permitted by the grantee's telecommunications license or franchise.

11-7-11 Emergency Removal or Relocation of Facilities. The City retains the right and privilege to cut or move any telecommunications facilities located within the public ways of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency.

11-7-12 Damage to Grantee's Facilities. Unless directly and proximately caused by the malicious acts by the City, the City shall not be liable for any damage to or loss of any telecommunications facility within the public ways of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the public ways by or on behalf of the City.

11-7-13 Restoration of Public Ways, Other Ways and City Property. (1) When a license or franchise grantee, or any person acting on its behalf, does any work in or affecting any public ways, other ways or City property, it shall, at its own expense, promptly remove any obstructions therefrom and restore such ways or property to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.

(2) If weather or other conditions do not permit the complete restoration required by this Section, the grantee shall temporarily restore the affected ways or property. Such temporary restoration shall be at the licensee's sole expense and the licensee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

11-7-14 Facilities Maps. Each license or franchise grantee shall provide the City with an accurate map or maps certifying the location of all telecommunications facilities within the public ways. Each grantee shall provide updated maps annually or more often upon request by the City.

11-7-15 Duty to Provide Information. Within ten (10) days of a written request from the City, each license or franchise grantee shall furnish the City with information sufficient to demonstrate:

(1) That grantee has complied with all requirements of this Title.

(2) That all municipal sales, message and/or telecommunications taxes due the City in connection with the telecommunications services and facilities provided by the grantee have been properly collected and paid by the grantee.

(3) All books, records, maps and other documents, maintained by the grantee with respect to its facilities within the public ways shall be made available for inspection by the City at reasonable times and intervals.

11-7-16 Leased Capacity. A license or franchise grantee shall have the right, without prior City approval, to offer or provide capacity or bandwidth to its customers; provided:

(1) Grantee shall furnish the City with a copy of any such lease or agreement.

(2) The customer or lessee has complied, to the extent applicable, with the requirements of this Title.

11-7-17 Grantee Insurance. Unless otherwise provided in a license or franchise agreement, each grantee shall, as a condition of the grant, secure and maintain the following liability insurance policies insuring both the grantee and the City, and its elected and appointed officers, officials, agents and employees as coninsureds:

- (1) Comprehensive general liability insurance with limits not less than:
 - (a) One Million Dollars (\$1,000,000) for bodily injury or death to each person;
 - (b) One Million Dollars (\$1,000,000) for property damage resulting from any one accident; and
 - (c) One Million Dollars (\$1,000,000) for all other types of liability.
- (2) Automobile liability for owned, non-owned and hired vehicles with a limit of One Million Dollars (\$1,000,000) for each person and One Million Dollars (\$1,000,000) for each accident.
- (3) Worker's compensation within statutory limits and employer's liability of not less than One Million Dollars (\$1,000,000).
- (4) Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than One Million Dollars (\$1,000,000).
- (5) The liability insurance policies required by this section shall be maintained by the grantee throughout the term of the telecommunications license or franchise, and such other period of time during which the grantee is operating without a franchise or license hereunder, or is engaged in the removal of its telecommunications facilities. Each such insurance policy shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 90 days after receipt by the City, by registered mail, of a written notice addressed to the City of such intent to cancel or not to renew."
- (6) Within sixty (60) days after receipt by the City of said notice, and in no event later than thirty (30) days prior to said cancellation, the grantee shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section.

11-7-18 General Indemnification. Each license or franchise agreement shall include, to the extent permitted by law, grantee's express undertaking to defend, indemnify and hold the City and its officers, employees, agents and representatives harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the grantee or its affiliates, officers, employees, agents,

contractors or subcontractors in the construction, operation, maintenance, repair or removal of its telecommunications facilities, and in providing or offering telecommunications services over the facilities or network, whether such acts or omissions are authorized, allowed or prohibited by this Title or by a grant agreement made or entered into pursuant to this Title.

11-7-19 Performance and Construction Surety. Before a license or franchise granted pursuant to this Title is effective, and as necessary thereafter, the grantee shall provide and deposit such monies, bonds, letters of credit or other instruments in form and substance acceptable to the City as may be required by this Title or by an applicable license or franchise agreement.

11-7-20 Security Fund. Each grantee shall establish a permanent security fund with the City by depositing the amount of \$50,000 with the City in cash, an unconditional letter of credit, or other instrument acceptable to the City, which fund shall be maintained at the sole expense of grantee so long as any of grantee's telecommunications facilities are located within the public ways of the City.

(1) The fund shall serve as security for the full and complete performance of this Title, including any costs, expenses, damages or loss the City pays or incurs because of any failure attributable to the grantee to comply with the codes, ordinances, rule, regulations or permits of the City.

(2) Before any sums are withdrawn from the security fund, the City shall give written notice to the grantee:

- (a) Describing the act, default or failure to be remedied, or the damages, cost or expenses which the City has incurred by reason of grantee's act or default;
- (b) Providing a reasonable opportunity for grantee to first remedy the existing or ongoing default or failure, if applicable;
- (c) Providing a reasonable opportunity for grantee to pay any monies due the City before the City withdraws the amount thereof from the security fund, if applicable;
- (d) That the grantee will be given an opportunity to review the act, default or failure described in the notice with the City.

(3) Grantee shall replenish the security fund within fourteen (14) days after written notice from the City that there is a deficiency in the amount of the fund.

11-7-21 Construction and Completion Bond. (1) Unless otherwise provided in a license or franchise agreement, a performance bond written by a corporate surety acceptable to the City equal to at least 100% of the estimated cost of constructing grantee's telecommunications facilities within the public ways of the City shall be deposited before construction is commenced.

(2) The construction bond shall guarantee, to the satisfaction of the City:

- (a) Timely completion of construction;
- (b) Construction in compliance with applicable plans, permits, technical codes and standards;
- (c) Proper location of the facilities as specified by the City;
- (d) Restoration of the public ways and other property affected by the construction;
- (e) The submission of "as-built" drawings after completion of the work as required by this Title;
- (f) Timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work.

11-7-22 Coordination of Construction Activities. All grantees are required to cooperate with the City and with each other.

(1) By February 1 of each year, grantees shall provide the City with a schedule of their proposed construction activities in, around or that may affect the public ways.

(2) Each grantee shall meet with the City, other grantees and users of the public ways annually or as determined by the City to schedule and coordinate construction in the public ways.

(3) All construction locations, activities and schedules shall be coordinated, as ordered by the City Engineer, to minimize public inconvenience, disruption or damages.

11-7-23 Assignments or Transfers of Grant. Ownership or control of a telecommunications system, license or franchise may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the grantee, by operation of law or otherwise, without the prior consent of the City, which consent shall not be unreasonably withheld or delayed, as expressed by ordinance and then only on such reasonable conditions as may be prescribed therein.

(1) No grant shall be assigned or transferred in any manner within twelve (12) months after the initial grant of the license or franchise, unless otherwise provided in a license or franchise agreement.

(2) Absent extraordinary and unforeseeable circumstances, no grant, system or integral part of a system shall be assigned or transferred before construction of the telecommunications system has been completed.

(3) Grantee and the proposed assignee or transferee of the grant or system shall provide and certify the following information to the City not less than one hundred and fifty (150) days prior to the proposed date of transfer:

- (a) Complete information setting forth the nature, terms and condition of the proposed transfer or assignment;
- (b) All information required of a telecommunications license or franchise applicant pursuant to Chapter 3 or 4 of this Title with respect to the proposed transferee or assignee;
- (c) Any other information reasonably required by the City.

(4) No transfer shall be approved unless the assignee or transferee has the legal, technical, financial and other requisite qualifications to own, hold and operate the telecommunications system pursuant to this Title.

(5) Unless otherwise provided in a license or franchise agreement, the grantee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign a telecommunications license or franchise.

(6) Any transfer or assignment of a telecommunications grant, system or integral part of a system without prior approval of the City under this Section or pursuant to a license or franchise agreement shall be void and is cause for revocation of the grant.

11-7-24 Transactions Affecting Control of Grant. Any transactions which singularly or collectively result in a change of ten percent (10%) or more of the ownership or working control of the grantee, of the ownership or working control of a telecommunications license or franchise, of the ownership or working control of affiliated entities having ownership or working control of the grantee or of a telecommunications system, or of control of the capacity or bandwidth of grantee's telecommunications system, facilities or substantial parts thereof, shall be considered an assignment or transfer requiring City approval pursuant to Section 11-7-22 hereof. Transactions between affiliated entities are not exempt from City approval.

11-7-25 Revocation or Termination of Grant. A license or franchise granted by the City to use or occupy public ways of the City may be revoked for the following reasons:

- (1) Construction or operation in the City or in the public ways of the City without a license or franchise grant of authorization.
- (2) Construction or operation at an unauthorized location.
- (3) Unauthorized substantial transfer of control of the grantee.
- (4) Unauthorized assignment of a license or franchise.
- (5) Unauthorized sale, assignment or transfer of grantee's franchise or license assets, or a substantial interest therein.

- (6) Misrepresentation or lack of candor by or on behalf of a grantee in any application to the City.
- (7) Abandonment of telecommunications facilities in the public ways.
- (8) Failure to relocate or remove facilities as required in this Title.
- (9) Failure to pay taxes, compensation, fees or costs when and as due the City.
- (10) Insolvency or bankruptcy of the grantee.
- (11) Violation of material provisions of this Title.
- (12) Violation of the material terms of a license or franchise agreement.

CHAPTER 8

CONSTRUCTION STANDARDS

- 11-8-1 General
- 11-8-2 Construction Codes
- 11-8-3 Construction Permits
- 11-8-4 Applications
- 11-8-5 Engineer's Certification
- 11-8-6 Traffic Control Plan
- 11-8-7 Issuance of Permit
- 11-8-8 Construction Schedule
- 11-8-9 Compliance with Permit
- 11-8-10 Display of Permits
- 11-8-11 Survey of Underground Facilities
- 11-8-12 Noncomplying Work
- 11-8-13 Completion of Construction
- 11-8-14 As-Built Drawings
- 11-8-15 Restoration of Improvements
- 11-8-16 Landscape Restoration
- 11-8-17 Construction Surety
- 11-8-18 Exceptions
- 11-8-19 Responsibility of Owner

11-8-1 General. No person shall commence or continue with the construction, installation or operation of telecommunications facilities within the City except as provided in this Chapter.

11-8-2 Construction Codes. Telecommunications facilities shall be constructed, installed, operated and maintained in accordance with all applicable Federal, State and local codes, rules and regulations including the National Electrical Safety Code.

11-8-3 Construction Permits. No person shall construct or install any telecommunications facilities within the City without first obtaining a construction permit therefor, provided, however:

(1) No permit shall be issued for the construction or installation of telecommunications facilities within the City unless the telecommunications carrier has filed a registration statement with the City pursuant to Chapter 2 of this Title.

(2) No permit shall be issued for the construction or installation of telecommunications facilities in the public ways unless the telecommunications carrier has applied for and received a license or franchise pursuant to Chapters 3, 4 or 5 of this Title.

(3) No permit shall be issued for the construction or installation of telecommunications facilities without payment of the construction permit fee established in Section 11-6-6 of this Title.

11-8-4 Applications. Applications for permits to construct telecommunications facilities shall be submitted upon forms to be provided by the City and shall be accompanied by drawings, plans and specifications in sufficient detail to demonstrate:

(1) That the facilities will be constructed in accordance with all applicable codes, rules and regulations;

(2) The location and route of all facilities to be installed on existing utility poles;

(3) The location and route of all facilities to be located under the surface of the ground, including the line and grade proposed for the burial at all points along the route which are within the public ways;

(4) The location of all existing underground utilities, conduits, ducts, pipes, mains and installations which are within the public ways along the underground route proposed by the applicant;

(5) The location of all other facilities to be constructed within the City, but not within the public ways;

(6) The construction methods to be employed for protection of existing structures, fixtures, and facilities within or adjacent to the public ways;

(7) The location, dimension and types of all trees within or adjacent to the public ways along the route proposed by the applicant, together with a landscape plan for protecting, trimming, removing, replacing and restoring any trees or areas to be disturbed during construction.

11-8-5 Engineer's Certification. All permit applications shall be accompanied by the certification of a registered professional engineer that the drawings, plans and specifications submitted with the application comply with applicable technical codes, rules and regulations.

11-8-6 Traffic Control Plan. All permit applications which involve work on, in, under, across or along any public ways shall be accompanied by a traffic control plan demonstrating the protective measures and devices that will be employed, consistent with Uniform Manual of Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic.

11-8-7 Issuance of Permit. Within forty-five (45) days after submission of all plans and documents required of the applicant and payment of the permit fees required by this Title, the City Engineer, if satisfied that the applications, plans and documents comply with all requirements of this Title, shall issue a permit authorizing construction of the facilities, subject to such further conditions, restrictions or regulations affecting the time, place and manner of performing the work as he may deem necessary or appropriate.

11-8-8 Construction Schedule. The permittee shall submit a written construction schedule to the City Engineer ten (10) working days before commencing any work in or about the public ways. The permittee shall further notify the City Engineer not less than two (2) working days in advance of any excavation or work in the public ways.

11-8-9 Compliance with Permit. All construction practices and activities shall be in accordance with the permit and approved final plans and specifications for the facilities. The City Engineer and his representatives shall be provided access to the work and such further information as he or she may require to ensure compliance with such requirements.

11-8-10 Display of Permits. The permittee shall maintain a copy of the construction permit and approved plans at the construction site, which shall be displayed and made available for inspection by the City Engineer or his representatives at all times when construction work is occurring.

11-8-11 Survey of Underground Facilities. If the construction permit specifies the location of facilities by depth, line, grade, proximity to other facilities or other standard, the permittee shall cause the location of such facilities to be verified by a registered licensed in the State of Utah land surveyor. The permittee shall relocate any facilities which are not located in compliance with permit requirements.

11-8-12 Noncomplying Work. Upon order of the City Engineer, all work which does not comply with the permit, the approved plans and specifications for the work, or the requirements of this Title, shall be removed.

11-8-13 Completion of Construction. The permittee shall promptly complete all construction activities so as to minimize disruption of the public ways and other public and private property. All construction work authorized by a permit within public ways, including restoration, must be completed within 120 days of the date of issuance.

11-8-14 As-Built Drawings. Within thirty (30) days after completion of construction, the permittee shall furnish the City with two (2) complete sets of plans, drawn to scale and certified to the City as accurately depicting the location of all telecommunications facilities constructed pursuant to the permit.

11-8-15 Restoration of Improvements. Upon completion of any construction work, the permittee shall promptly repair any and all public and private property improvements, fixtures, structures and facilities in the public ways or otherwise damaged during the course of construction, restoring the same as nearly as practicable to its condition before the start of construction.

11-8-16 Landscape Restoration. (1) All trees, landscaping and grounds removed, damaged or disturbed as a result of the construction, installation, maintenance, repair, or replacement of telecommunications facilities, whether such work is done pursuant to a franchise, license, or permit shall be replaced or restored as nearly as may be practicable, to the condition existing prior to performance of work. All existing trees shall be preserved and protected to the maximum extent feasible.

(2) All restoration work within the public ways shall be done in accordance with landscape plans approved by the City Engineer.

11-8-17 Construction Surety. Prior to issuance of a construction permit, the permittee shall provide a performance bond, as provided in Section 11-7-21 of this Title.

11-8-18 Exceptions. Unless otherwise provided in a license or franchise agreement, all telecommunications carriers are subject to the requirements of this Chapter 8.

11-8-19 Responsibility of Owner. The owner of the facilities to be constructed and, if different, the license or franchise grantee, are responsible for performance of and compliance with all provisions of this Chapter.



City Council Staff Report

Roueche Lane Ponds Agreement August 17, 2017

Description:

For several years, City staff has been working with private ponds owners on work around the Roueche Lane ponds. This item is addressing an agreement to allow City storm water into these privately owned ponds. The City has completed some work in and around these ponds to mitigate flooding concerns. In order to continue to complete needed work in the area, it is important to staff that we have an agreement that allows the City to use these ponds for storm water runoff while also outlining what the City's responsibilities are as well as what the resident's responsibilities are moving forward over the next few years.

Recommendation:

It is recommended that the City Council review the included agreements between the City and pond owners. These agreements can be adopted as they are, with suggested changes, or could be tabled to give the council time to gather more information. This agreement is considered by staff to be a step one in doing additional requested work to the ponds over the next few years.

Reasoning:

The Roueche Ponds are a part of the storm water system in Kaysville. These agreements have been put together with both City staff and ponds owners including items important to each side. Staff believes that having this agreement will ensure use of the system for the foreseeable future and give the city the confidence to invest money and time into this area for the benefit of the entire storm water system in Kaysville.

AGREEMENT FOR USE OF STORM WATER PONDS

This Agreement is made and entered into as of the ____ day of August, 2017 by and between Kaysville City, a municipal corporation, (hereinafter “Kaysville”) and Clark B. Terry and Stephanie S. Terry, Trustees of the Clark B. Terry Revocable Trust, dated March 24, 2010 and Trustees of the Stephanie S. Terry Revocable Trust, dated March 24, 2010, (hereinafter “Owner”), and together sometimes referred to herein as the “Parties” or singularly as a “Party,” as follows:

RECITALS

1. As a municipal corporation, Kaysville operates and maintains a storm water runoff system.
2. There are certain ponds located at approximately 1000-1200 South just west of Angel Street within Kaysville City as shown as on Exhibit “A”, attached hereto and by reference made a part hereof.
3. Ownership of the property upon which the ponds are located is in the name of several different owners, including the Owner referred to herein. Owner’s property is located in Kaysville City, Davis County, State of Utah and is hereinafter described in Exhibit “B” which is a part hereof.
4. The Owner and the other owners use the ponds to carry water for watering livestock, irrigation, draining and for recreational purposes all for the use and benefit of the respective properties.
5. Kaysville discharges some storm water into and through the ponds.
6. Kaysville and the Owner agree that both Parties have a shared responsibility regarding certain aspects concerning maintenance of the ponds.

7. Kaysville is not interested in use of the ponds for detention purposes and prefers to have a constant stream flowing through the ponds. In this regard, Kaysville acknowledges the desire of the Owner to maintain a steady water level within the ponds to facilitate continued use of the ponds by Owner for recreational and other uses now enjoyed by Owner.

8. Kaysville and Owner desire to enter into this Agreement for the purpose of allowing the Parties to continue to use the ponds by the Owner for recreational and other purposes and for the continued use of the ponds by Kaysville as part of its storm drain system.

9. The Parties desire to define their mutual responsibilities and duties with respect to the said continued use of the ponds by the Parties.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions as hereinafter set forth and other good and valuable consideration the Parties hereby enter into an agreement as follows:

AGREEMENT

Section One: **INCORPORATION OF RECITALS**

All of the above and foregoing and Recitals are incorporated into and made a part of this Agreement.

Section Two: **RESPONSIBILITIES OF KAYSVILLE**

The responsibilities of Kaysville under the terms and provisions of this Agreement shall be as follows:

A. Put out to bid the following 5 items in 2017 for presentation for acceptance to the Kaysville City Council. Other items will be further discussed between Parties and scope clarified before bidding on the Project is advertised. This Agreement will be void in its entirety if the Parties are unable to clarify and agree on the scope of the Project.

- i. Culvert or pipe system between ponds two and three to level pond water between these two ponds during storm and non-storm periods.
- ii. Pond bypass on south side of pond Three.
- iii. Dredge pond one.
- iv. Dredge south end of pond two and all of pond three.
- v. Install a debris filtering system on Smith Lane at the location marked on Exhibit "C."

B. City will complete some projects in Fiscal Year 2018 and all projects listed above should be completed by City before 2022.

C. Maintain the debris filtering system adjacent to facilities that feed into the ponds which shall remain accessible for maintenance by Kaysville personnel and equipment.

D. If the City runs another pipe to the system conveying storm water the parties will address that accordingly and separately.

E. City will monitor the installed debris filtering system and if this system is deemed unsuccessful in removing sediment from Pond One, City will continue to dredge Pond One again if needed before 2022 in the opinion of the City Engineer.

Section Three: **RESPONSIBILITIES OF OWNER**

The responsibilities of Owner under the terms and provisions of this Agreement shall be as follows:

A. Maintain all other aspects of the Owner's ponds(s) including, but not limited to, flooding, sediment control, water management and any and all future improvements not agreed to in this Agreement or any additional amendment to this Agreement. The Owner shall be responsible only for Owner's actions (if they affect other owners) and for repairing damage only to Owner's property if damage occurs that no one can control.

B. Allow Kaysville to continue to utilize Owner's property to transport storm water runoff through the ponds.

C. Owner hereby waives and releases Kaysville from any and all liability in connection with Owner's recreational use of the Owner's pond(s). Neither Party shall be responsible for damages caused by a 100 year storm.

Section Four: **EFFECTIVE DATE**

This Agreement shall be effective immediately upon execution of the same and shall continue and remain in full force and effect in perpetuity.

Section Five: **MISCELLANEOUS**

A. This Agreement shall be construed and governed by the laws of the State of Utah.

B. In the event of default hereunder, the prevailing Party shall be entitled to recover from the other Party all costs and attorney's fees reasonably incurred in enforcing the terms of this Agreement.

C. Kaysville and Owner agree that nothing herein creates a joint venture, partnership or any other legal relationship between Owner and any other pond owners.

Section Six: **ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding by and between the Parties and oral representations made prior to execution of this Agreement or after execution shall not be binding or enforceable unless reduced to writing and made a part of this Agreement by amendment.

Section Seven: **BINDING UPON SUCCESSORS**

This Agreement shall run with the land and be binding upon the heirs, successors, administrators and assigns of the respective Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement with an effective date as of the day and year first above written.

KAYSVILLE CITY:

By: _____
STEVE A. HIATT, Mayor

ATTEST:

By: _____
MARIA DEVEREUX, City Recorder

OWNER

By: _____
CLARK B. TERRY, Trustee

By: _____
STEPHANIE S. TERRY, Trustee

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of August, 2017, personally appeared before me STEVE A. HIATT, and MARIA DEVEREUX, who being by me duly sworn did say each that he, the said STEVE A. HIATT, is the Mayor of Kaysville City, Davis County, State of Utah and that she, the said MARIA DEVEREUX, is the City Recorder of Kaysville City, and that the within and foregoing instrument was signed on behalf of the said Kaysville City by authority of the City Council of Kaysville City and said STEVE A. HIATT, and MARIA DEVEREUX, each duly acknowledged to me that the said Kaysville City executed the same and that the seal affixed is the seal of the said Kaysville City.

(SEAL)

NOTARY PUBLIC
Residing at:
My Commission Expires:

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of August, 2017, personally appeared before me CLARK B. TERRY and STEPHANIE S. TERRY, Trustees of the Clark B. Terry Revocable Trust, dated March 24, 2010 and Trustees of the Stephanie S. Terry Revocable Trust, dated March 24, 2010, the signers of the foregoing Agreement, who duly acknowledge to me that they executed the same.

(SEAL)

NOTARY PUBLIC
Residing at:
My Commission Expires:



Exhibit A



City Council Staff Report

Consideration of Development Agreement and Rezone of 2.84 acres of property from R-1-8 (Single Family Residential) to the HC (Health Care) zoning district. August 17, 2017

Applicant/Owner: Dave Whitaker
Location: 701 South Main Street

Description:

The applicant has submitted a request to rezone the subject property to the HC zoning district for the purpose of accommodating an assisted living center. The property fronts Main Street and is surrounded by the R-1-8 zoning district with the exception of the PU zoning district across the street where the USU Botanical Center is located.

As proposed the only access to the assisted living center would be from Main Street by means of access immediately across from Burton Lane. The facility is proposed with 75 rooms. The zoning requires that the rezone be accompanied with a development agreement. The development agreement ensures that with the rezone the building as proposed will be what is ultimately built including architecture and site layout details.

The Planning Commission has held a public hearing to review the rezone and an additional meeting where the details of the development agreement were discussed.

The existing zoning is primarily for 8,000 sq. ft. single family lots. Chapter 17-12 of the Kaysville City Ordinance regulates the R-1-8 zone.

The following is the entirety of the HC zoning district regulations found in Chapter 17-17 of the City Ordinances:

Chapter 17 HC Health Care District

17-17-1 Purpose

To provide areas in appropriate locations where residential health care facilities with various support services for residents may be established, maintained and protected. The regulations of this district are designed to promote and encourage longer term health care facilities.

17-17-2 Site Plan Review

A site plan is required and a site plan shall be submitted for all permitted and conditional uses (consult KCC Chapter 18-4).

17-17-3 Permitted Uses

1. Residential facilities for persons with a disability.
2. Assisted living facilities.
3. Nursing care facilities.
4. Accessory uses and buildings considered incidental and customary to a permitted use, subject to the provisions of KCC 17-31-2.

17-17-4 Conditional Uses

There are no conditional uses.

17-17-5 Accommodations for Persons with Disabilities

1. Reasonable accommodations that may be necessary for persons with disabilities to have an equal opportunity to use and enjoy dwellings shall be determined through an interactive process resulting in a development agreement. The rezone to Health Care District will be approved if a development agreement is approved by the developer and City Council. The development agreement shall be in effect before the zone is effective and the zone shall be voided if the provider of the residential health care facility fails to comply with the development agreement.
2. Accommodations for persons with disabilities shall be granted if the requested accommodations are found to be:
 - a. Necessary to afford persons or groups of persons with disabilities, as defined by the Fair Housing Act, an equal opportunity to use and enjoy a dwelling; and
 - b. Reasonable. A requested accommodation is reasonable if it will not:
 - i. Impose an undue financial or administrative burden on a local government; or
 - ii. Create a fundamental alteration in the land use and zoning scheme.

17-17-6 Height Regulations

1. No building shall exceed thirty feet (30') in height, except as pursuant to KCC 17-25-2.
2. No building shall be less than ten feet (10') in height.

17-17-7 Area, Lot Coverage and Yard Requirements

There are no lot size or yard requirements except that where a lot in the Health Care District abuts a residential district, the yard abutting the residential district shall be at least twenty feet (20'). An existing building may have the twenty feet (20') yard requirement reduced to the yard requirement of the abutting residential zone if the reduced yard contains only landscaping.

General Plan Excerpts:

III. Growth and Development

A. Growth should mostly occur through development within the City. Development should improve public safety and sense of community. An adequate revenue base should be developed to fund City operations and infrastructure.

1. Refurbish or replace deteriorating structures so that land is used to its longterm potential.
2. Reserve land and promote development that is high quality, diversified and adaptable to changing conditions.
3. Encourage businesses and industries to locate and invest within the City.
4. Regulate the more intensive uses that create traffic and public service problems and costs.

Goals and Policies

I. Housing

A. Housing should be located throughout the City and restricted only where it is incompatible with other necessary uses.

1. West of I-15, allow zero to two units per acre with some higher density housing along the major streets.

2. East of I-15, allow zero to five units per acre with some higher density housing.

B. The majority of the housing should be one unit per structure (single unit). About ten percent (10%) of the housing should be more than one unit per structure (multiple unit). Multiple unit housing should consist mostly of duplexes (two unit structures) and some three to six unit structures dispersed throughout the City.

C. Housing development should have a minimum of through vehicular traffic and a maximum of open space.

D. Housing developments should essentially pay for themselves.

II. Business and Industry

A. Most sites used primarily for business or industry should be located on major streets. Mitigate impacts on adjacent residential uses through compliance with ordinances and regulations.

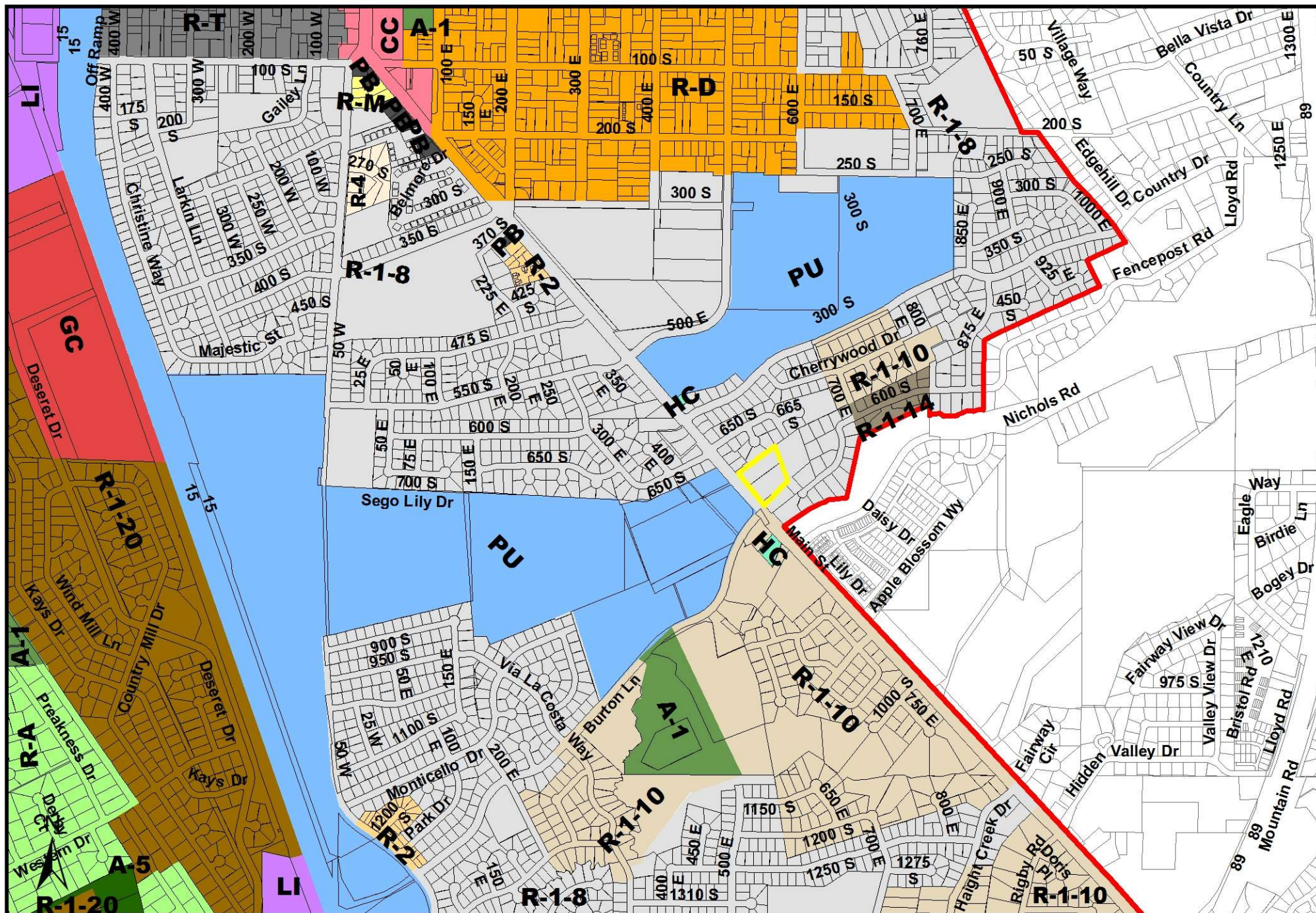
B. Home occupations should be located throughout the City, but not be allowed to change or interfere with the character of residential areas.

Recommendation:

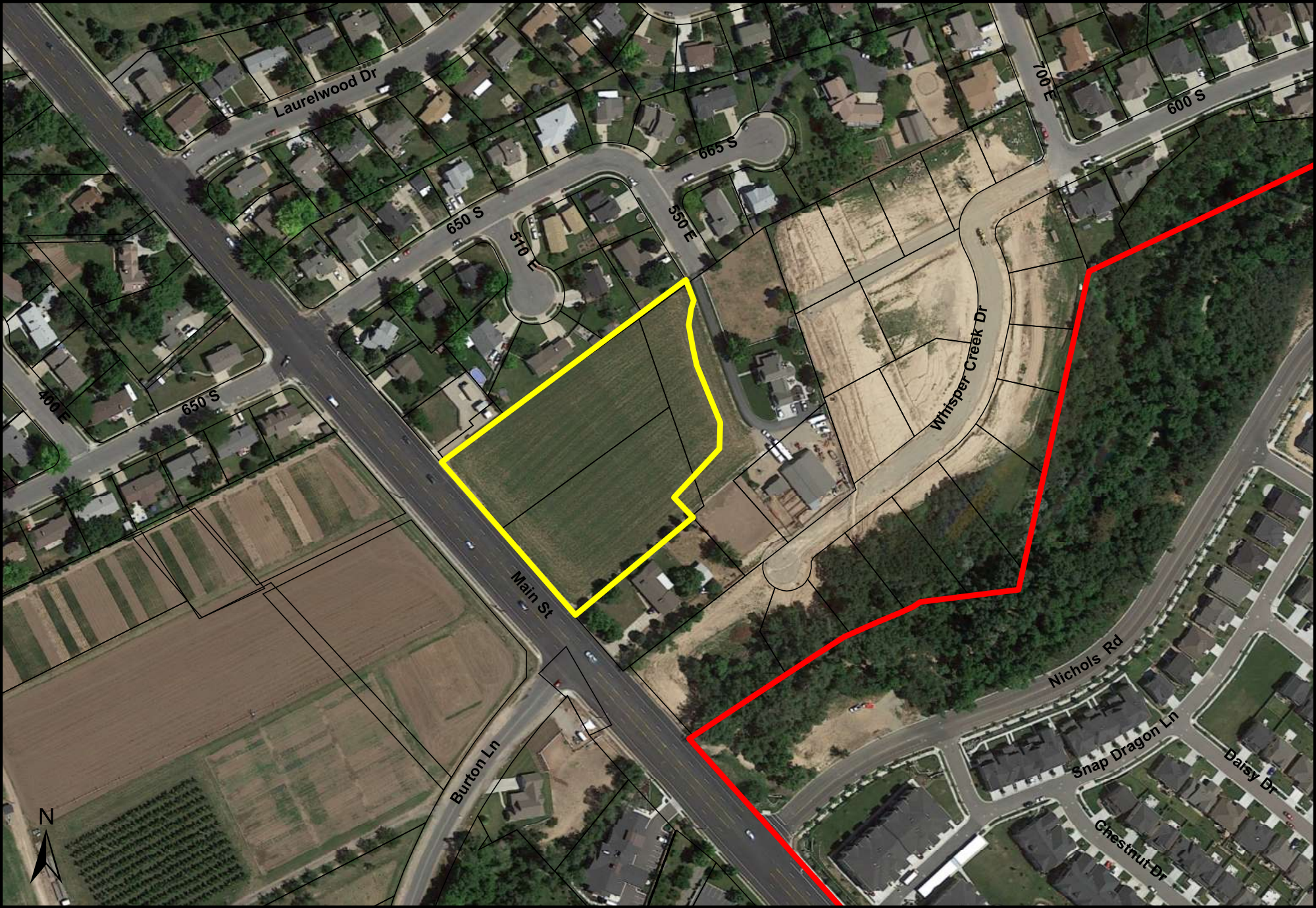
Upon consideration of the rezone request and review of the draft development agreement the Planning Commission voted unanimously to forward a positive recommendation to the City Council for the rezone subject to the development agreement. The recommendation from the Planning Commission included a request that language be in the agreement that dealt with lighting and the need to accommodate necessary access for fire apparatus. This language has been included in the copy provided to the City Council with this report.

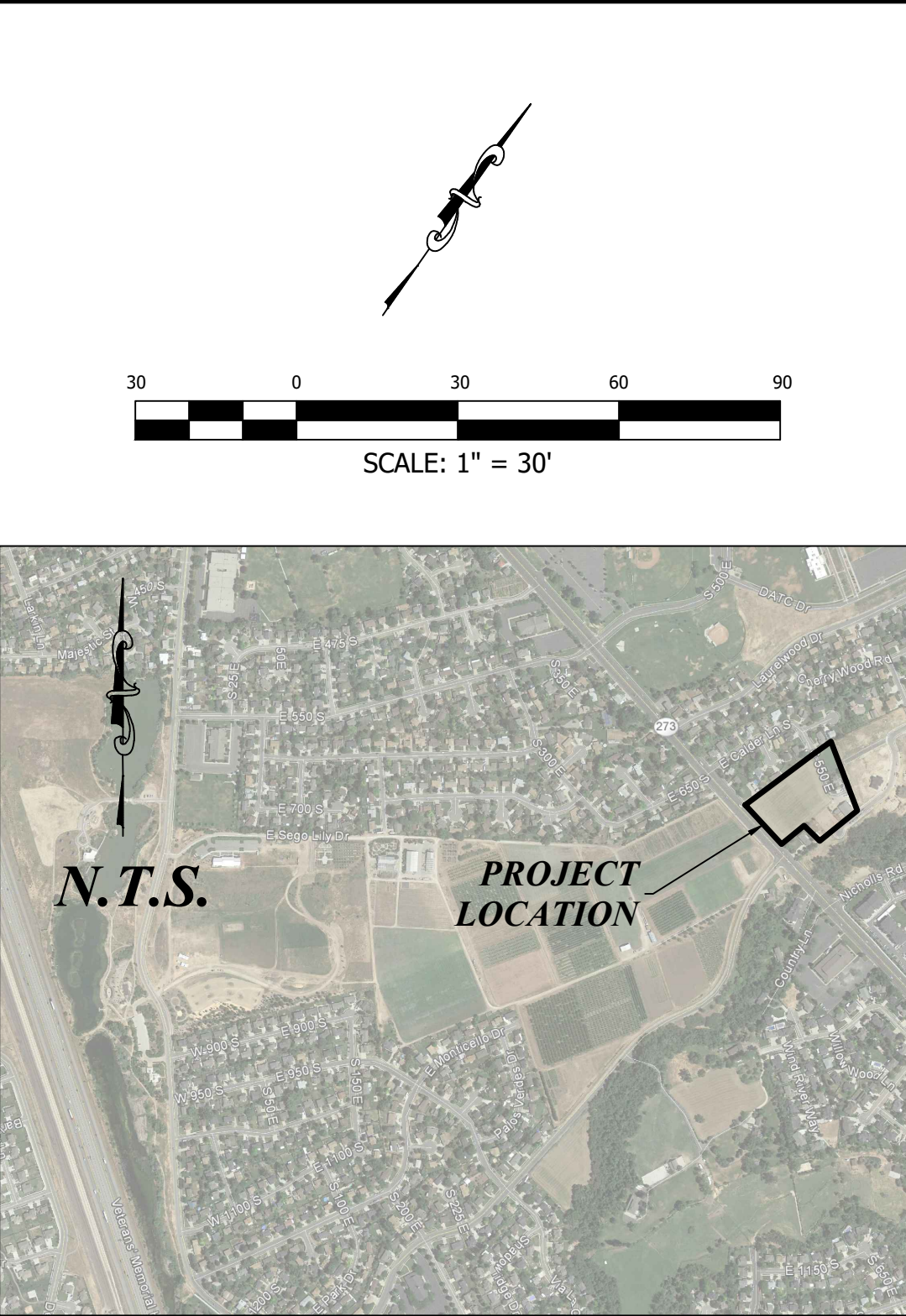
Attachment	1:	Area Zoning Map
Attachment	2:	Location Maps
Attachment	3:	Development Agreement

701 South Main Street Rezone from R-1-8 to HC



Approximately 701 South Main Street - Kaysville





VICINITY MAP

LAND USE TABLE	
PROPOSED RESIDENTIAL (R-1-8) = 2.405 ACRES	
PROPOSED HEALTH CARE DISTRICT (HC) = 2.833 ACRES	
TOTAL = 5.238 ACRES	

OWNER	
DAVID WHITAKER	
689 SOUTH 550 EAST	
KAYSVILLE, UT 84037	
PHONE: 801-430-3909	

181 North 200 West, Suite #4
Bountiful, Utah 84010
Phone 801-298-2236

PRELIMINARY
NOT FOR
CONSTRUCTION

ZONE CHANGE

689 SOUTH 550 EAST
LOCATED IN THE WEST 1/2 OF SECTION 2, T.3N., R.1W., S.L.B.&M.
KAYSVILLE CITY, DAVIS COUNTY, UTAH

DRAWN:
JKS

07/19/2017

APPROVED:
STA

07/19/2017

PROJECT:
1034015 Preliminary.dwg

C400

SITE PLAN

**DEVELOPMENT AGREEMENT
FOR AN ASSISTED LIVING FACILITY**

THIS AGREEMENT is made and entered into this ____ day of _____, 2017 by and between Kaysville City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter the “City”), and David A. & Carla J. Whitaker - Trustees (hereinafter the “Developer;”) (“Developer” includes successors and/or assigns of David A. & Carla J. Whitaker - Trustees), as follows:

RECITALS

WHEREAS, Developer is desirous of developing a type I or type II assisted living facility (the “Facility”) on certain real property located in the City of Kaysville, County of Davis, State of Utah and more particularly described on the approved site plan, construction drawings and buildings plans. The conceptual site plan is attached hereto as Exhibit D (the “Site Plan”); and

WHEREAS, the purpose of this Agreement is to define the development standards, conditions and improvements, schedule for development of the Facility and other terms and conditions pursuant to which the Facility proposed by Developer is to be developed within the City; and

WHEREAS, the City is willing to authorize the development of the Facility proposed by Developer in conformance with this Agreement, City Ordinances, and applicable Utah law;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. GENERAL DESCRIPTION.

A. Area Description. The property upon which the Facility shall be developed (the “Property”) is located as shown on the Property Location Map, a copy of which is attached as

Exhibit A hereto and incorporated by reference herein. The property is further described as parcels #07-094-0085 and 07-096-0057.

B. Project Description. The project proposed by Developer is an Assisted Living Facility which is a residential facility that provides assistance with activities of daily living and social care of residents who require protected living arrangements and are capable of achieving mobility sufficient to exit the facility without the assistance of another person or with the limited assistance of one person.

2. DEVELOPMENT STANDARDS AND GUIDELINES

A. Adoption of Development Standards. The City hereby adopts, as the development standards and guidelines for the Facility (the “Development Standards”), the following in addition to all other applicable City Ordinances, standards and guidelines:

(1) Compliance With Approved Plans. Developer shall comply with all requirements identified in the approved site plan, construction drawings and building plans related to all of the improvements to be constructed on the Property, and the development of the Facility shall conform in all material respect with the approved site plan, construction drawings and building plans.

(2) Architecture. Developer shall construct the Facility in substantial compliance and conformance with the Architecture as set forth in Exhibit B, Elevation Drawings, Exhibit C, Rendering and Materials, Exhibit D, Architectural Site Plan, Exhibit E, Main Floor Plan, and Exhibit F, Landscape Plan, attached hereto and incorporated by reference herein. Minor variation to the Site Plan and Landscape plan may be acceptable for the purpose of accommodating necessary access for fire apparatus as required in 503.1.1 of the International Fire Code.

(3) Lighting. Exterior lighting on the building and throughout the site shall enhance safe circulation of pedestrians and vehicles while reflecting light away from any adjoining properties or uses. Acceptable lighting fixtures should shield the light source to reduce

glare, light trespass into neighboring properties, and light pollution.

B. Findings of Compatibility. In adopting the Development Standards identified in Section 2.A, the City hereby expressly finds that the development of the Facility, in conformance with the Development Standards and this Agreement, promotes the creation of a desirable type I or type II assisted living facility in an appropriate location. The City further finds that the development of the Facility, in conformance with the Development Standards and this Agreement, will not violate the general purpose, goals and objectives of the City Ordinances and any plans adopted by the Planning Commission and City Council of the City.

Subject to the Developer's performance and compliance with the terms of this Agreement and City Ordinances in effect on the date of this Agreement, Developer's rights to develop the Facility in accordance with the approved site plan, construction drawings and building plans is vested.

3. ON-SITE PROJECT IMPROVEMENTS

Developer shall construct and install all site improvements, including utilities, required for the Facility, at Developer's sole cost and expense, in compliance with approvals, and all applicable ordinances, regulations, standards and status of the City, the secondary water provider, The Central Davis Sewer District, other providers and the State of Utah.

4. OFF-SITE PROJECT IMPROVEMENTS

In accordance with applicable standards and subject to the design approval of the City Engineer, Developer shall construct and install street improvements, utilities, and drainage improvements, on Main Street as shown on the approved construction drawings, with construction of the on-site improvements.

5. REPRESENTATIONS OF DEVELOPER

A. Authority. Developer hereby represents that it has authority to proceed with the Facility.

B. Ability. Developer represents that it has the ability to timely proceed with the development and construction of the Facility. Developer agrees to begin construction of the Facility as soon as practicable and complete development with occupancy approval by December 31, 2018.

6. ASSIGNMENT

Developer may assign this Agreement to any other third party provided that the City consents to such assignment, which consent shall not be unreasonably withheld, upon a showing to the satisfaction of the City that such third party has the financial ability to perform Developer's obligations hereunder.

7. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. ATTORNEY'S FEES

In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

9. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

10. CAPTIONS

The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

11. GOVERNING LAW

This Agreement and all matters relating hereto, shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

12. ENTIRE AGREEMENT

This Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement by and among the parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

13. CONSTRUCTION

As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

14. AUTHORIZATION OF EXECUTION

A. City. The execution of this Agreement by the City has been authorized by the City Council of Kaysville City at a regularly scheduled meeting of that body, pursuant to the notice.

B. Developer. The execution of this Agreement has been duly authorized by the Developer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Dave Whitaker

ATTEST:

Secretary

By: _____
Dave Whitaker
Member

ATTEST:

Maria Devereux
City Recorder

KAYSVILLE CITY

By: _____
STEVE A. HIATT
Mayor

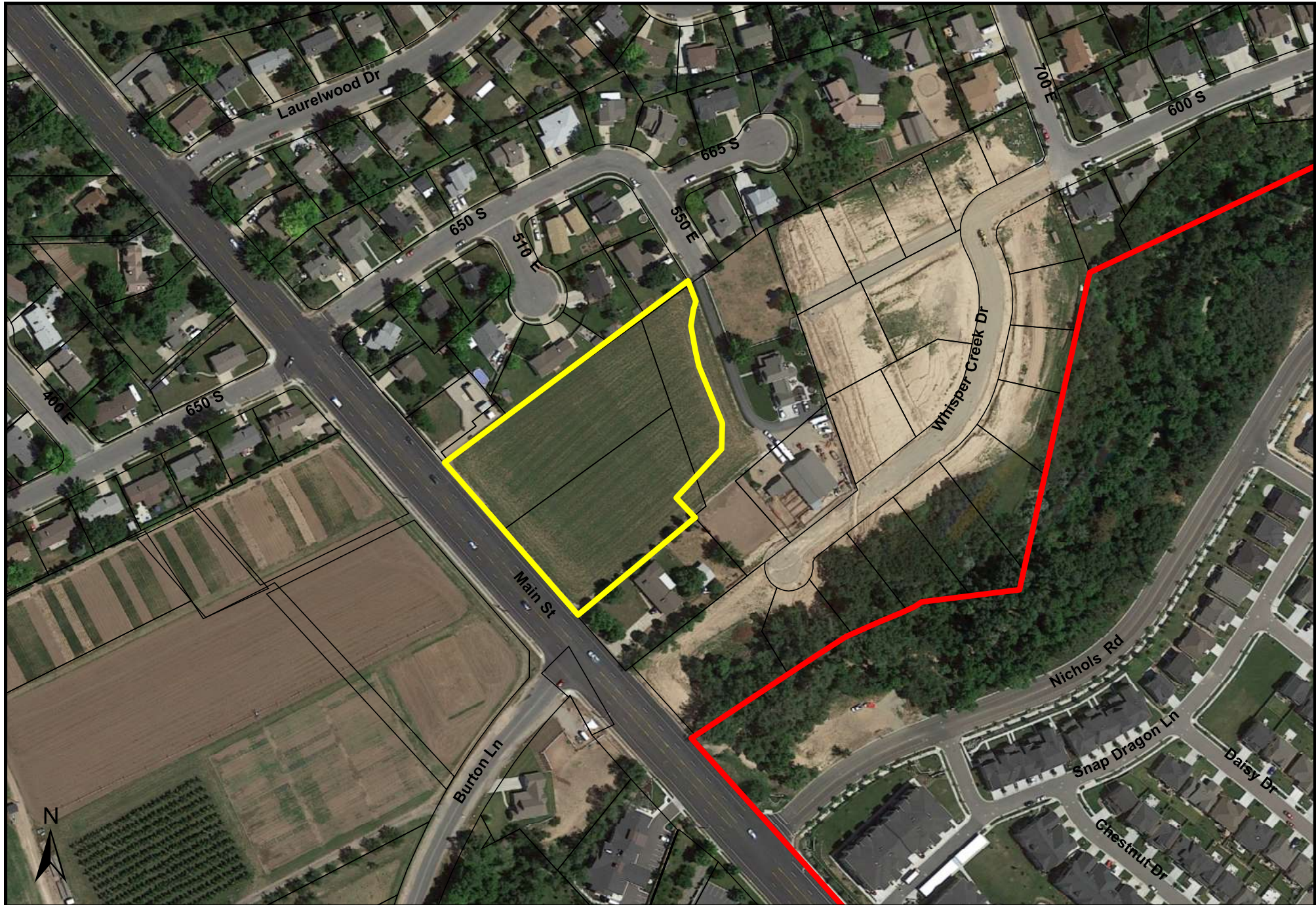
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

Exhibit A - Property Location Map





1. SOUTH ELEVATION



2. WEST ELEVATION



3. EAST ELEVATION



4. COURTYARD SOUTH ELEVATION



5. COURTYARD NORTH ELEVATION

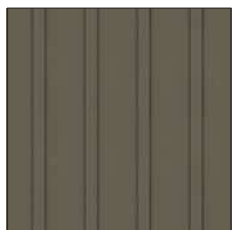


6. NORTH ELEVATION

Exhibit B SUNRIDGE KAYSVILLE ASSISTED LIVING

17096
KAYSVILLE, UT

JZW
ARCHITECTS



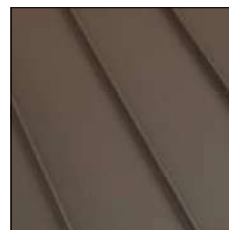
1. BOARD & BATTEN
SW 6173 - COCOON



2. HORIZONTAL SIDING
SW 7052 - GRAY AREA



3. ASPHALT SHINGLES



4. STANDING SEAM
METAL ROOF



5. HARRISTONE CUSTOM STONE
SIMILAR TO LUEDERS - BIANCA



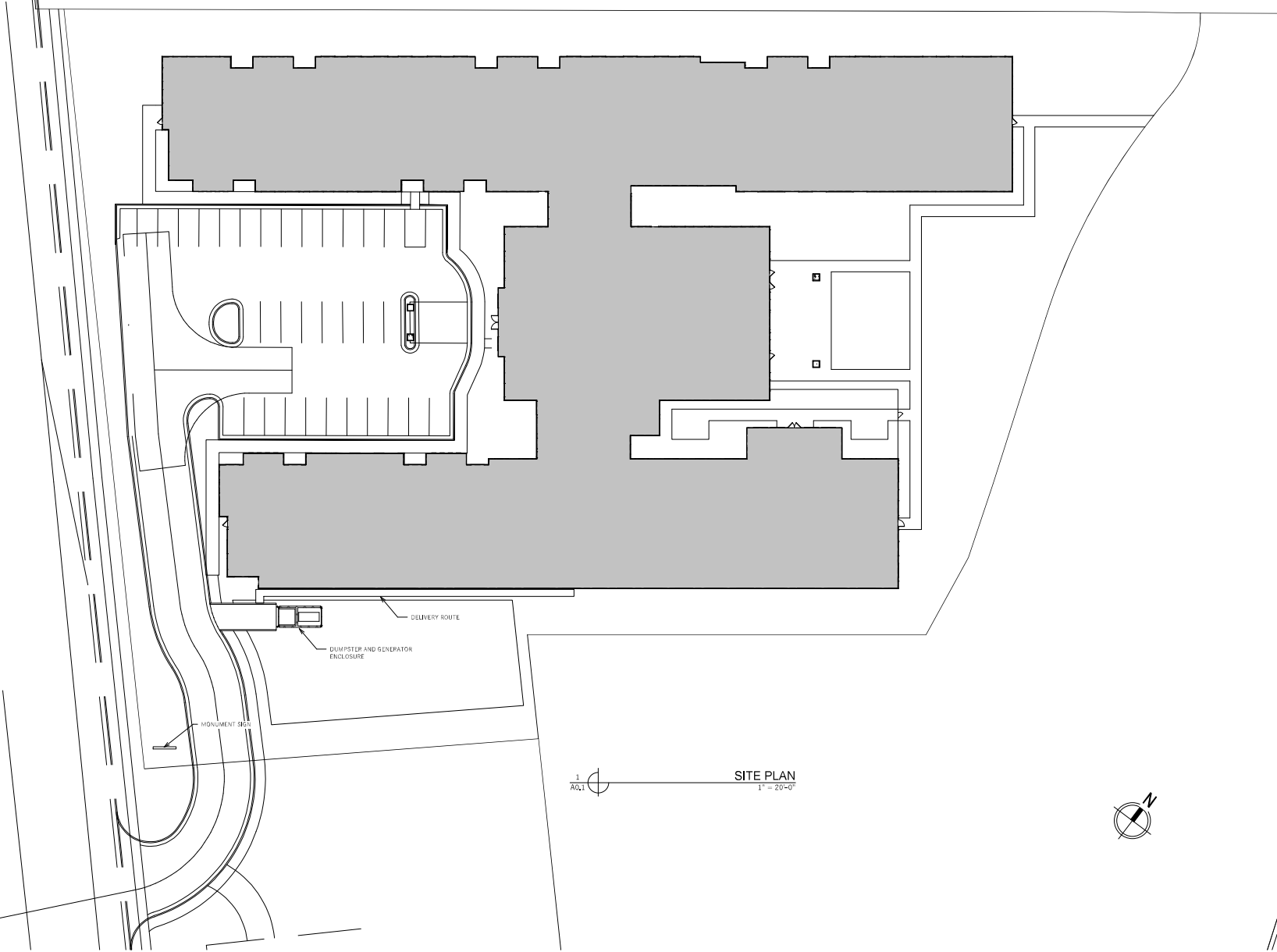
6. TRIM
SW 7004 - SNOWBOUND

Exhibit C SUNRIDGE KAYSVILLE ASSISTED LIVING

17096
KAYSVILLE, UT



Exhibit D



PROJECT NUMBER
17003

ISSUE DATE:
JULY 20, 2017

REVISIONS:
No. Date

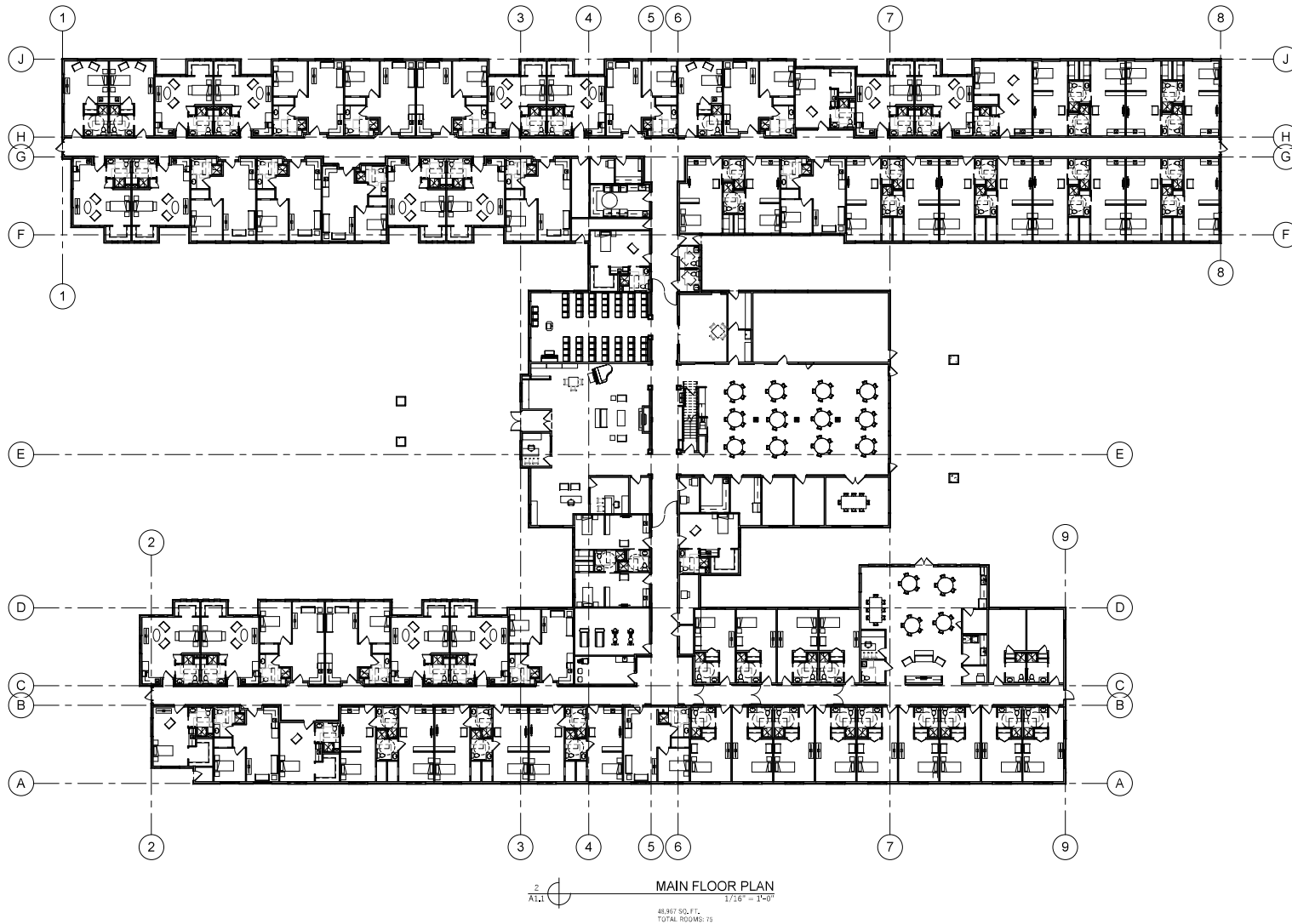
SUNRIDGE OF KAYSVILLE
KAYSVILLE, UT

ARCHITECTURAL
SITE PLAN

A0.1



Exhibit E



PROJECT NUMBER
17003

ISSUE DATE:
JULY 20, 2017

REVISIONS:
No. Date

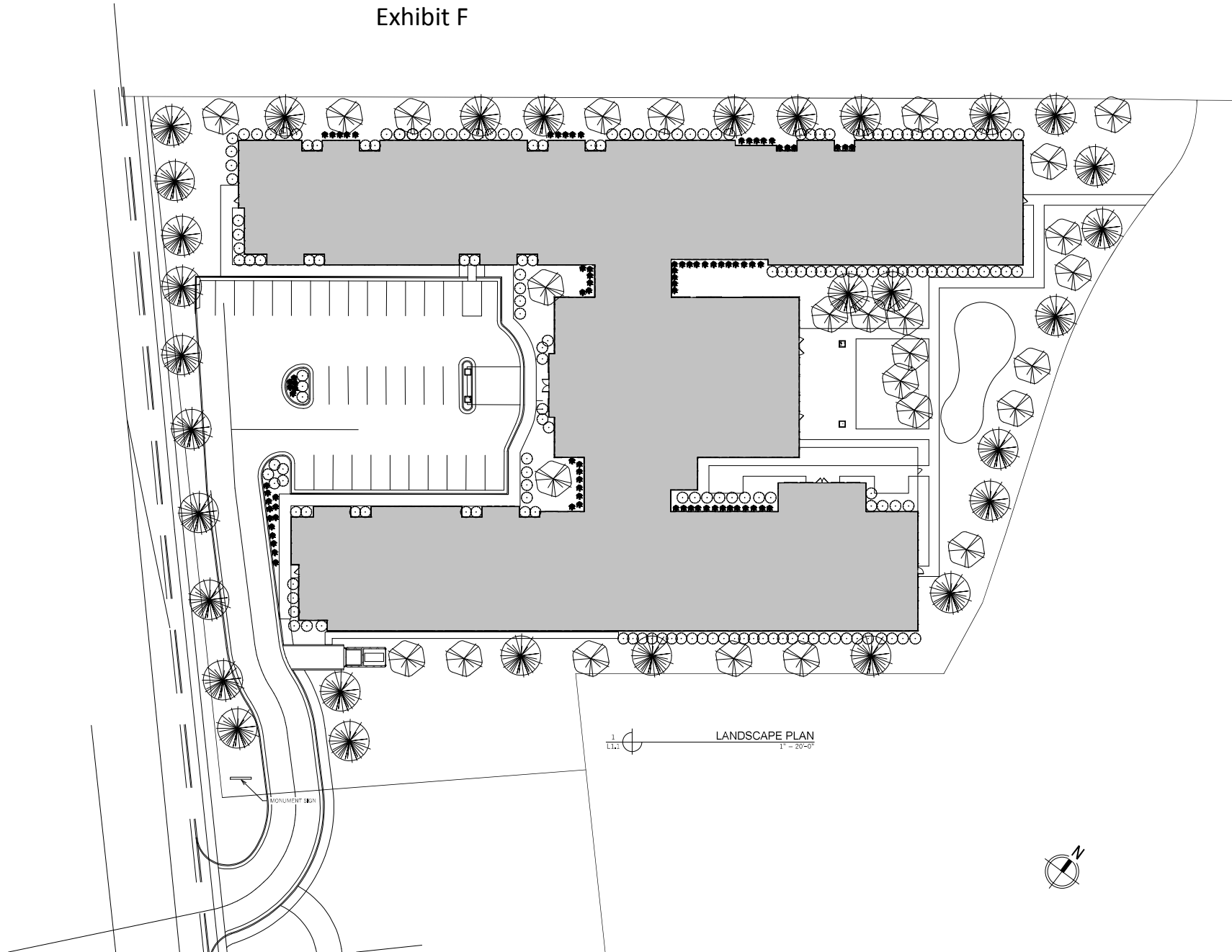
SUNRIDGE OF KAYSVILLE
KAYSVILLE, UT

MAIN FLOOR
PLAN

A1.1

JZW
ARCHITECTS

Exhibit F



LANDSCAPE PLAN
1" = 20'-0"

MONUMENT SIGN

PROJECT NUMBER
17003

ISSUE DATE:
JULY 20, 2017

REVISIONS:
No. Date

SUNRIDGE OF KAYSVILLE
KAYSVILLE, UT

LANDSCAPE PLAN

L1.1

JZW
ARCHITECTS



City Council Staff Report

Sunset Equestrian Estates Plat 18 Acceptance of Improvements August 17, 2017

Applicant/Owner: Symphony Homes
Location: Zenyatta Way and Angel Street

Description:

Phase 18 consists of eleven lots on a cul-de-sac just south of the church on Angel Street. The improvements have now been completed and the developer has requested that they be accepted. City staff has inspected the improvements and found them to be acceptable.

Recommendation:

It is recommended that if the improvements are accepted that the standard requirements of a 10 percent warranty amount and a one year warranty period be applied.

Attachments: Location Map
Plat Map

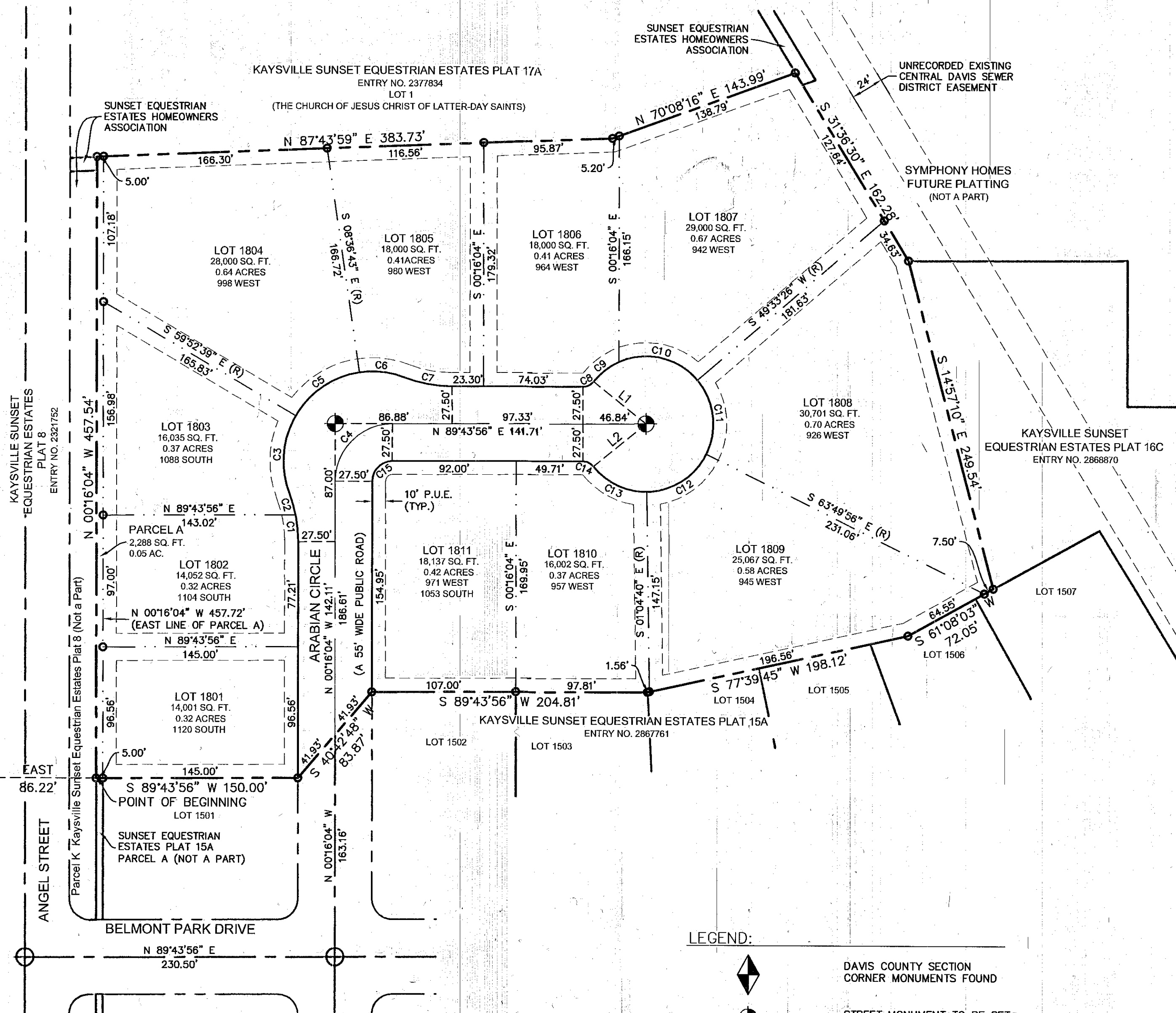
KAYSVILLE SUNSET EQUESTRIAN ESTATES PLAT 18

A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 9 AND THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, KAYSVILLE CITY, DAVIS COUNTY, UTAH

FOUND MONUMENT
QUARTER CORNER OF
SECTIONS 4 & 9,
TOWNSHIP 3 NORTH,
RANGE 1 WEST, SLB&M

FOUND MONUMENT
CENTER OF SECTION 9,
TOWNSHIP 3 NORTH,
RANGE 1 WEST, SLB&M

FOUND CENTER
OF SECTION 4,
TOWNSHIP 3 NORTH,
RANGE 1 WEST, SLB&M



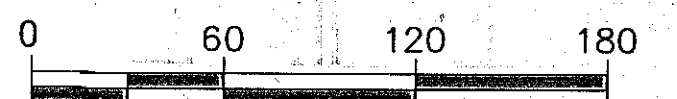
LEGEND:

- DAVIS COUNTY SECTION CORNER MONUMENTS FOUND
- STREET MONUMENT TO BE SET
- EXISTING STREET MONUMENT
- SET REBAR W/ CAP MARKED "BINGHAM ENG."
- SUBDIVISION BOUNDARY LINE
- EXISTING LOT LINE
- LOT LINE
- PUBLIC UTILITY & DRAINAGE EASEMENT
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- RADIAL BEARING

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD DIST.
C1	19.92'	100.00'	11°24'53"	N 05°58'30" W	19.89'
C2	16.73'	100.00'	9°35'09"	N 16°28'31" W	16.71'
C3	59.20'	66.00'	51°23'26"	S 04°25'38" W	57.23'
C4	66.76'	42.50'	90°00'00"	S 44°43'56" W	60.10'
C5	59.05'	66.00'	51°15'56"	S 55°45'19" W	57.10'
C6	33.77'	66.00'	29°18'52"	N 83°57'17" W	33.40'
C7	36.60'	100.00'	20°58'12"	S 79°46'58" E	36.40'
C8	8.96'	10.00'	51°19'04"	N 64°04'24" E	8.66'
C9	24.03'	50.00'	27°32'22"	S 52°11'03" W	23.80'
C10	64.23'	50.00'	73°36'12"	N 77°14'40" W	59.90'
C11	58.13'	50.00'	66°36'38"	N 07°08'15" W	54.91'
C12	54.76'	50.00'	62°45'17"	N 57°32'42" E	52.07'
C13	45.49'	50.00'	52°07'40"	S 65°00'50" E	43.94'
C14	8.96'	10.00'	51°19'04"	N 64°36'32" W	8.66'
C15	23.56'	15.00'	90°00'00"	S 44°43'56" W	21.21'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 51°35'08" W	50.00'
L2	S 51°03'01" W	50.00'

SCALE (FT)



Davis County Recorder

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

COUNTY RECORDER

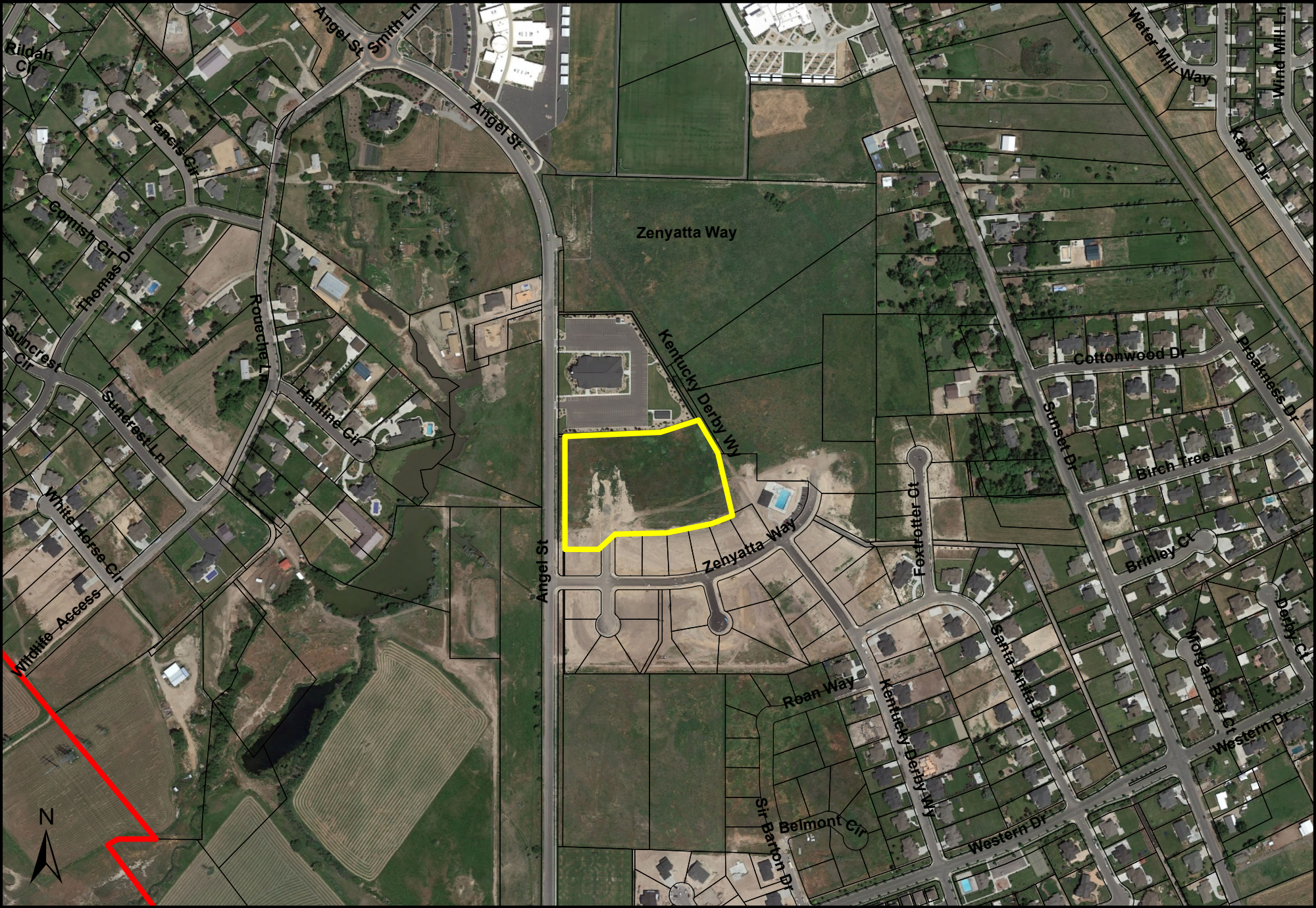
DEPUTY RECORDER

Date 12/12/2016 Proj. # 5145 Sht 2 of 2

BINGHAM ENGINEERING
5160 Wiley Post Way, Salt Lake City, Ut 84116
(801) 532-2520 www.binghamnet.com

Design: _____
Drawn: JJS
Checked: GM
Reviewed: JRL

Sunset Equestrian Estates Plat 18





KAYSVILLE CITY COUNCIL

Meeting Minutes

August 3, 2017

Meeting minutes of a Kaysville Regular City Council Meeting on August 3, 2017, at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

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

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, City Recorder Maria Devereux, Chief Sol Oberg, Katie Witt, Dean Wall, Rustin Jessen, Randi Von Bose, Hal Anderson, Jim Puffer, Jill Puffer, Kate Hart, Sidney Page, Breann Christophereson, Sue Tice, Scott Morris, Lorene Kamalu, Melissa Mcentire, Nancy Villamizar, Paul Wright, Chase Freebairn, Paul Hansen, and Steve Einfeldt.

OPEN MEETING LAW AND RULES OF PROCEDURE TRAINING

David Church, Attorney for the Utah Leagues of Cities and Towns (ULCT), provided information in regard to open and closed meetings, transparency in government, recordings, protected documents, written minutes, and procedures for meetings. He explained that the Open Meeting Law requires that most meetings of public bodies be held in public, and it establishes rules that public bodies must follow in the creation and maintenance of records relating to those meetings.

CALL TO THE PUBLIC

Mayor Hiatt opened Call to the Public and explained that the public may address agenda items and limit comments to three minutes.

Sue Tice inquired about the appeal process for a previous agenda item. She noted that she is still interested in knowing how it is progressing.

Nancy Villamizar stated that she remains opposed of the rezone of the property adjacent to hers (Puffer item).

Nancy Mcentire noted that she is concerned about the safety of those in the neighborhood and is opposed to the rezone (Puffer item).

Scott Marsden explained that he is in support of rezone. He stated that the City should also have dust mitigation, and fences in place for City property.

Mayor Hiatt addressed Sue Tice and explained that the City manager is researching the appeal process.

**CONSIDERATION OF A DEVELOPMENT AGREEMENT AND REZONE OF 1.53
ACRES OF PROPERTY AT 1450 SOUTH BURTON LANE FROM R-1-20 TO THE LI
ZONING DISTRICT – JIM PUFFER**

Andy Thompson explained that the past several months there has been a great deal of discussion about this agenda item. At the last council meeting, a motion was made to table the item. There was some discussion about bring this item back after two weeks. This was mostly due to the limited amount of time offered before the July 20 council meeting for Mr. Puffer, area residents, and the City Council to review the most current development agreement.

Andy Thompson noted that since the last council meeting, Mr. Puffer has expressed some positivity in some discussions with area residents. Due to his schedule and the schedule of those residents with whom he is meeting, he is not able to begin such meetings until after the posting of the city council agenda. For this reason he has written a letter to Mayor Hiatt asking for a postponement of this item until the August 17, 2017 Council meeting.

Council Member Garn made motion to extend time for Council Member Adams to discuss the agenda item, second by Council Member Page and passed unanimously.

Council Member Adams noted that the residents are not in favor of the rezone. He noted that he received a letter from the Acquisition and Land Management office and it stated that trees are not allowed in this particular area since they do not know where the pipeline will be installed. He explained that he firmly supports regulating the light industrial uses in the area, and has said this previously as well. In closing, Council Member Adams stated that the Council should take a more in depth look into this matter since it isn't clear where trees could viably be planted. He explained that a representative from Jordan Valley Water could come out and discuss this matter to provide clarity.

Council Member Garn noted that resident involvement promotes a better outcome.

Council Member Garn made a motion to table this item for the consideration of a development agreement and rezone of 1.53 acres of property at 1450 S Burton Lane from R-1-20 to the LI zoning district, second by Council Member Page.

The vote on the motion was as follows:

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

The motion passed four to one.

REQUEST TO REZONE 2.97 OF PROPERTY FROM THE R-A TO THE R-1-14 ZONING DISTRICT

Andy Thompson, City Engineer, explained that Ivory homes has submitted a rezone request at the subject property in order to subdivide the land into a 7 lot subdivision on a cul-de-sac. Currently the property is zoned R-A which requires ½ acre lots.

In regards to housing, the General Plan states that West of I-15 to allow zero to two units per acre with some higher density housing along the major streets. He explained that the surrounding zoning is R-A with R-1-20 zoning across the street to the east. There are also some remaining agricultural properties along Angel Street. Angel Street is classified as a Collector Street in Kaysville City's Major Street Plan.

The R-1-14 zoning district regulations are found in Chapter 17-12 of the Kaysville City Ordinances. Lots must be at least 14,000 square feet in area with a minimum 90 ft. lot width. Another distinction from the R-A zoning district and the R-1 districts is the ability to construct two-family dwellings by conditional use in the R-1 districts. Two-family dwellings are not permitted in the R-A zone.

Chase Freebane, Ivory homes, noted that the back two lots will be restricted to a single story. He noted they still offer big lots and many are beyond a third acre. He explained that zoning wouldn't change the size of homes.

Council Member Garn made a motion to approve the rezone of 2.97 acres of property from the R-A to the R-1-14 zoning district, with the condition that the west two lots be ramblers, second by Council Member Page.

Council Member Snell noted that the overall density complies with general plan and would be in support of this action.

Council Member Lee noted that this meets the two houses per acre rule and explained that if the neighbors are in agreement with the stipulations, she is in favor of it.

The vote on the motion was as follows:

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

The motion passed four to one.

BURTON SUBSTATION FENCING BIDS

Shayne Scott, City Manager, explained that the power company put this out to bid and had only two companies bid on it. He noted that they recommend going with the low bidder, Custom Fence at \$54,348.00.

Council Member Snell made a motion award the contract for the fence at the power substation by Custom Fence, second by Council Member Garn.

Council Member Lee noted that she is concerned about white vinyl fencing and that it may be vandalized.

The vote on the motion was as follows:

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

The motion passed four to one.

Council Member Adams made a motion to table the Burton Substation Fencing item until the first meeting in September and provide staff opportunity to find better materials as appropriate, second by Council Member Lee.

The vote on the motion was as follows:

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

The motion fails three to two, the original motion remains.

MINUTES

Mayor Hiatt asked for a motion to approve the Minutes of July 20, 2017.

Council Member Snell made a motion to approve the Minutes for July 20, 2017, second by Council Member Lee.

The vote on the motion was as follows:

The motion passed unanimously.

CALENDAR ITEMS

The current calendar items are listed on the website. Primary Election August 15, 2017.

COUNCIL MEMBER REPORTS

Mayor Hiatt explained that he was notified of the new school district boundaries.

Council Member Snell noted that the Pickleball courts have been heavily used. He explained that the lighting project is nearly complete.

Council Member Page noted that he appreciates the newly paved roads by his home and that the work has been done well.

Council Member Adams noted that he would appreciate a work session prior to each Council meeting and agreed that the paved roads were done well.

Council Member Lee noted that the Power Commission is progressing and are getting closer to being giving recommendations to the Council.

CLOSED SESSION

Council Member Lee made a motion to enter into closed session, second by Council Member Garn.

The vote on the motion was as follows:

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

The motion passed four to one.

Council Member Lee made a motion to move out of closed session, second by Council Member Page and passed unanimously.

ADJOURNMENT

Council Member Garn made a motion for adjournment 10:14p.m., second by Council Member Lee and passed unanimously.

Maria Devereux/City Recorder

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

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

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



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular City Council meeting on Thursday, August 17, 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:

7:00 p.m. CITY COUNCIL MEETING

1. Opening - Council Member Snell.
2. Call to the Public.
3. Contract with JRCA Architects, Inc. for the Old Library Building.
4. Bucket Truck purchase for the Parks and Recreation Dept.
5. Consideration for the discharge of shotguns for the purpose of pheasant hunting as permitted within Kaysville City.
6. Utopia Franchise Agreement Petition.
7. Roueche Lane Ponds Owner Agreements.
8. Development Agreement and request to Rezone of 2.84 acres of property at approximately 701 South Main Street from R-1-8 (Single Family Residential) to the HC (Health Care) zoning district– Dave Whitaker.
9. Sunset Equestrian Estates Plat 18 Acceptance of Improvements - Symphony Homes.
10. Minutes.
11. Calendar.
12. Council Member Reports.
13. Consideration of Closed Meeting Pursuant to Utah Code Annotated §52-4-205
(c) Strategy session to discuss pending or reasonably imminent litigation.
14. Authorization to mediate bridge settlement.
15. 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 August 11, 2017.

Maria T. Devereux
City Recorder