



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, January 3, 2019, starting at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

CITY COUNCIL MEETING – 7:00 PM

The agenda shall be as follows:

1. OPENING
 - a. Provided by Council Member Garn.
2. RECOGNITIONS AND PRESENTATIONS
3. DECLARATIONS OF CONFLICTS OF INTEREST
4. CONSENT ITEMS
 - a. Minutes from December 12, 2018.
 - b. Fire Station Roof Repair Bids.
5. ACTION ITEMS
 - a. Approval of Better City Agreement.
 - b. Amendment of Section 17-31-25, Telecommunication Towers, together with amendments to applicable zoning districts within Title 17, Planning and Zoning, to clarify where tower types may be located and by which process they may be considered.
 - c. Adopting an Ordinance 09-2-11 enacting Title 9, Chapter 2, Section 11, Prohibiting Right Of Way Obstructions; Providing for Repealer; Providing for severability; and providing for an effective date.
 - d. Preliminary plat approval of the Richter Farm Subdivision 2nd Amendment at 1572 South Sunset Drive – Cheryl Richter.
 - e. Request to rezone 10 acres of property at approximately 700 South Deseret Drive from GC (General Commercial) to the R-2 (Single and Two-Family Residential) zoning district – Ivory Development.
6. WORK ITEMS
 - a. Fiber Discussion and Next Steps
 - b. UTA Request Discussion
7. CALL TO THE PUBLIC
8. COUNCIL MEMBER REPORTS

9. CITY MANAGER REPORT

10. CLOSED SESSION

- a. a. Pursuant to Utah State Code §52- 4-204 & §52- 4-205, a Closed Meeting will be held to discuss the purchase, exchange, or lease of real property.

11. 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.

A Closed Session may be called to order pursuant to Utah State Code §52- 4-204 & §52- 4-205. The order of agenda items may change to accommodate the needs of the City Council, the staff, and the public. Supporting documentation for this agenda is posted on the city's website at www.kaysvillecity.com. A recording of this meeting will be posted on the city's website at the following link: <https://www.kaysvillecity.com/AgendaCenter>.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on December 31, 2018.

Maria T. Devereux

Maria T. Devereux
City Recorder

STAFF REPORT



COUNCIL MEETING DATE: January 3, 2019
ITEM NO.:

TYPE OF ITEM: Consent
PRESENTED BY:

SUBJECT/AGENDA TITLE: Fire Station Roof Repair Bids

EXECUTIVE SUMMARY:

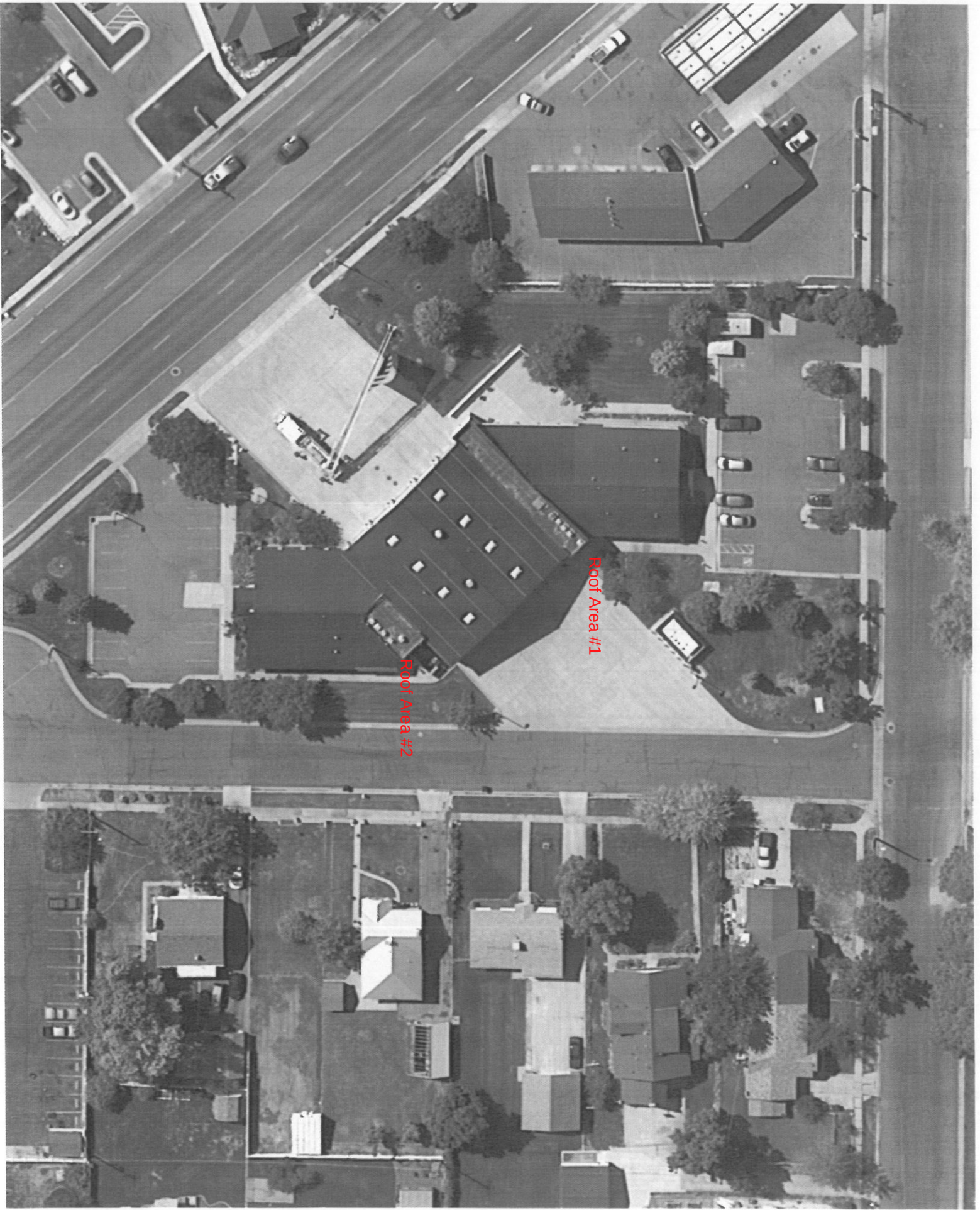
The north side low slope section of roof has been leaking on and off for multiple years. The Fire Department has had to relocate materials that are affected by this section of leaking roof. Attempts to repair the membrane over the years have proved to not last for long periods and continue to leak. In budget year FY 18, bids were solicited, those bids received exceeded the budget amount and the project was canceled for that budget year. FY19 it is budgeted to repair the north low slope section of roofing. In October of 2018 the south low slope section of roofing began leaking. This section of roof leak is very concerning because it leaks over major HVAC ducting and the Fire Department tool room. Both sections of roof are original to the building, after review with a roofing consultant both roofing membranes need to be replaced. With this discovery, our FY 19 bid packet was changed to include both the north and south low slope sections of roof.

Council Options: 1. Approve the contract as presented.
 2. Approve the contract with suggested modifications.
 3. Disapprove the contract as presented.

Recommended Options: Approve the contract as presented to Conwest, Inc.

Fiscal Impact & Fund Source for Recommended Action: FY 19 budget for General Government Buildings capital improvements, \$40,000. Based on year end budget balance in Buildings accounts would possibly need to amend FY 19 at year end.

Attachments: Bid Tabulation Sheet, Low Bid submittal and Bid Documents



- Preliminary plat approval of the Richter Farm Subdivision 2nd Amendment at 1572 South Sunset Drive – Cheryl Richter.
- Request to rezone 10 acres of property at approximately 700 South Deseret Drive from GC (General Commercial) to the R-2 (Single and Two-Family Residential) zoning district – Ivory Development.



KAYSVILLE CITY CORPORATION

FIRE STATION REROOF BID

Kaysville City Corporation desires to reroof two (2) low slope sections of roof at the Kaysville Fire Station, 175 South Main Street. Roof area #1 is approximately 918 sq ft, area #2 is approximately 406 sq ft.

Date: November 15, 2018

Contact Information: Cole R. Stephens, Parks and Recreation Director – Kaysville Parks, Recreation and Public Properties - 85 North 100 East, Kaysville, UT 84037
office phone 801-544-1788, cell phone 801-430-2869, email cstephens@kaysvillecity.com

Bid Schedule: December 13, 2018 by 4pm. Bids are due at Kaysville City Municipal Center, 23 East Center St. Hard copies accepted in person or by mail.

Pre-Bid Meeting: December 5, 2018 at 11am. Location will be Kaysville Fire Station, 175 S Main St. Specification sheets will be available at this meeting.

Bid Awarded: January 3, 2019

Construction Timeline: This will be discussed at the Pre-Bid Meeting.

Scope of Work - Brief Summary: Low Slope

1. Remove portion of standing seam roof starting along eave line and working upwards to ridgeline. Remove metal roof from rake to rake. Other options will be considered.
2. Terminate and secure metal roof along eave line.
3. Remove all existing single ply membrane, flashings and insulation.
4. Inspect metal decking for damaged or deteriorated areas.
5. Install new insulation board R-30 by mechanically fastening
6. New roofing membrane is to be mechanically attached in shingle fashion under existing metal roof and onto new field of roof. **Addendum No.1 changed it to a fully adhered system.**
7. New wall flashings are to enclose parapet wall and terminate under metal coping cap
8. Dispose of metal roof and single ply membrane and all related accessory components in a legal fashion.

For any additional questions or comments please contact me at the information listed above.

KAYSVILLE CITY CORPORATION

FIRE STATION REROOF BID FORM

The undersigned agrees and proposes to furnish all necessary labor, materials and equipment necessary to provide new roofing and related work for Kaysville City Corporation, in accordance with the terms, conditions and specification of bid and will take in full payment according to the bid schedule below. All bid items, including lump sums, unit prices and additive alternates must be filled in completely and include all taxes.

The undersigned has reviewed the work outline in the bid package and fully understands the scope of work required in this proposal, understands the construction management function as described in the contract documents.

The Owner reserves the right to waive irregularities and informalities in the bidding or in any bid, reject any or all bids without further obligation and to accept any bid deemed in the best interest of Kaysville City Corporation. The owner does not bind themselves in any way to accepting the low bid.

Dated this 13th day of December 2018

Conwest, Inc. 2064 E. Graystone Lane
Company Name Street Address

Troy Enniss Draper UT
Per City State

Commercial Roofing Estimator 801-997-0896
Title Telephone

Contractors Lic # 250214-5501 UTAH
Contractor Residency Certification Number State Held

TOTAL BASE BID PRICE \$ 77,385.00

TOTAL BASE BID PRICE (In Words) Seventy Seven Thousand Three Hundred Eighty Five Dollars 00/Cents

We acknowledge Addendum No.1 Dated 12/8/2017

END OF DOCUMENT

SECTION 07550
MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cold Applied Thermoplastic Roof System (KEE-Stone FB 60). (2.17)(3.4)

1.2 REFERENCES

- A. ASTM D 6754 - Standard Specification for Ketone Ethylene Ester (KEE) Sheet Roofing.
- B. ASTM D 6757 - Standard Specification for Underlayment Felt Containing Inorganic Fibers Used in Steep-Slope Roofing.
- C. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- D. Factory Mutual Research (FM): Roof Assembly Classifications.
- E. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- F. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- G. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- H. Warnock Hersey (WH): Fire Hazard Classifications.
- I. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- J. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- K. UL - Fire Resistance Directory.
- L. California Title 24 Energy Efficient Standards.

1.3 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Energy Star: Roof System shall comply with the initial and aged reflectivity required by the U.S. Federal Government's Energy Star program.

1.4 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions.
- B. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and membrane, prior to job start.
- C. Design Pressure Calculations: Submit design pressure calculations for the roof area in

accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins. Report shall be signed and sealed by a Professional Engineer registered in the State of the Project who has provided roof system attachment analysis for not less than 5 consecutive years.

- D. Verification Samples: For membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- E. Manufacturer's Certificates: Provide to certify products meet or exceed specified requirements.
- F. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.
- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.6 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:
 - 1. Record minutes of the conference and provide copies to all parties present.
 - 2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
 - 3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.
- F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.8 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.9 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.10 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed NDL Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
 - 1. Warranty Period:
 - a. 25 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. The Products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.
 - 1. Bidder will not be allowed to change materials after the bid opening date.
 - 2. If alternate products are included in the bid, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Architect/ Owner for approval prior to acceptance.
 - 3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:
 - a. Personally investigated the proposed product or method, and determined that it

- is equal or superior in all respects to that specified.
 - b. Will provide the same guarantee for substitution as for the product and method specified.
 - c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
 - d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
 - e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
 - f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.
- 4. Architect/ Owner reserves the right to be the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that has met ALL specified requirement criteria.
 - 5. Failure to submit substitution package, or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractors request for manufacturer substitution.

2.2 COLD APPLIED 2-PLY THERMOPLASTIC HYBRID ROOF SYSTEM - KEE-Stone FB 60

- A. Thermoplastic Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive (2):
 - 1. KEE-Stone FB 60:
- B. Interply Adhesive: (2)
 - 1. KEE-Lock Foam
- C. Flashing Base Ply: One ply bonded to the prepared substrate with Flashing Ply Adhesive:
 - 1. FlexBase 80:
- D. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with Flashing Ply Adhesive:
 - 1. KEE-Stone FB 60 Flashing.
- E. Flashing Ply Adhesive (2):
 - 1. KEE-Lock Foam

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. General: Clean surfaces thoroughly prior to installation.
 - 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.

3.3 INSTALLATION - GENERAL

- A. Install membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.
- B. General: Avoid installation of membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
 1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
 2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.
- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water
- D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.4 INSTALLATION COLD APPLIED ROOF SYSTEM

- A. Thermoplastic Cap Ply: Allow plies to relax before installing. Install in interply adhesive applied at the rate required by the manufacturer. Shingle sheets uniformly over the prepared substrate to achieve the number of plies specified. Shingle in proper direction to shed water on each large area of roofing.
 1. All field seams exceeding 10 feet in length shall be welded with an approved automatic welder.
 2. All field seams must be clean and dry prior to initiating any field welding. Remove foreign materials from the seams (dirt, oils, etc.) with acetone or authorized alternative. Use CLEAN WHITE COTTON cloths and allow approximately five minutes for solvents to dissipate before initiating the automatic welder. Do not use denim or

3. synthetic rags for cleaning.
 4. Contaminated areas within a membrane seam will inhibit proper welding and will require a membrane patch or strip.
 5. All welding shall be performed only by qualified personnel to ensure the quality and continuity of the weld. The lap or seam area of the membrane may be intermittently tack welded to hold the membrane in place.
 6. The back interior edge of the membrane shall be welded first, with a thin, continuous weld to concentrate heat along the exterior edge of the lap during the final welding pass.
 7. Follow local code requirements for electric supply, grounding and surge protection. The use of a dedicated, portable generator is highly recommended to ensure a consistent electrical supply, without fluctuations that can interfere with weld consistency.
 8. Properly welded seams shall utilize a 1.5 inch wide nozzle, to create a homogeneous weld, a minimum of 1.5 inches in width.
- B. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.
- C. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06114.
1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
 2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
 3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
 4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
- D. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07620 or Section 07710. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.
- E. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.
- F. Flashing Cap Ply:
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
 5. All stripping shall be installed prior to flashing cap sheet installation.
 6. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.

7. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.

3.5 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent and 90 percent completion. Provide a final inspection upon completion of the Work.
 1. Warranty shall be issued upon manufacturer's acceptance of the installation.
 2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
 3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
 4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

3.8 SCHEDULES

- A. Thermoplastic Cap (Ply) Sheet:
 1. KEE-Stone FB 60: 60 mil thermoplastic, ketone ethylene ester (KEE) roofing membrane with polyester scrim. ASTM D6754
 - a. Breaking Strength, ASTM D 751, Proc. B, strip
 - 1) 375 lbf. (1,668 N)
 - b. Tear Strength ASTM D 751
 - 1) 120 lbf. min. (534 N)
 - c. Elongation at Break (%), ASTM D 751, Proc. B, Strip
 - 1) 40.0%
 2. KEE-Lock Foam: Dual component, single bead (ribbon applied) urethane insulation/membrane adhesive.
 - a. Tensile Strength (ASTM D 412) 250 psi

- b. Density (ASTM D 1875) 8.5 lbs./gal.
- c. Viscosity (ASTM D 2556) 22,000 - 60,000 cP
- d. Peel Strength (ASTM D 903) 17 lb./in.
- e. Flexibility (ASTM D 816) Pass @ -70deg. F (-56.7deg. C)

B. Surfacing:

1. Flashing Cap (Ply) Sheet:

- a. KEE-Stone FB 60 Flashing: 60 mil thermoplastic, ketone ethylene ester (KEE) roofing membrane with polyester scrim. ASTM D 6754.
 - 1) Breaking Strength, ASTM D 751, Proc. B, strip
 - a) 378 lbf
 - 2) Tear Strength ASTM D 751
 - a) 120 lbf. minimum.
 - 3) Elongation at Break (%), ASTM D 751, Proc. B, Strip
 - a) 40.0%

END OF SECTION



KAYSVILLE CITY CORPORATION

FIRE STATION REROOF BID

Kaysville City Corporation desires to reroof two (2) low slope sections of roof at the Kaysville Fire Station, 175 South Main Street. Roof area #1 is approximately 918 sq ft, area #2 is approximately 406 sq ft.

Date: November 15, 2018

Contact Information: Cole R. Stephens, Parks and Recreation Director – Kaysville Parks, Recreation and Public Properties - 85 North 100 East, Kaysville, UT 84037
office phone 801-544-1788, cell phone 801-430-2869, email cstephens@kaysvillecity.com

Bid Schedule: December 13, 2018 by 4pm. Bids are due at Kaysville City Municipal Center, 23 East Center St. Hard copies accepted in person or by mail.

Pre-Bid Meeting: December 5, 2018 at 11am. Location will be Kaysville Fire Station, 175 S Main St. Specification sheets will be available at this meeting.

Bid Awarded: January 3, 2019

Construction Timeline: This will be discussed at the Pre-Bid Meeting.

Scope of Work - Brief Summary: **Low Slope**

1. Remove portion of standing seam roof starting along eave line and working upwards to ridgeline. Remove metal roof from rake to rake. Other options will be considered.
2. Terminate and secure metal roof along eave line.
3. Remove all existing single ply membrane, flashings and insulation.
4. Inspect metal decking for damaged or deteriorated areas.
5. Install new insulation board R-30 by mechanically fastening
6. New roofing membrane is to be mechanically attached in shingle fashion under existing metal roof and onto new field of roof.
7. New wall flashings are to enclose parapet wall and terminate under metal coping cap
8. Dispose of metal roof and single ply membrane and all related accessory components in a legal fashion.

For any additional questions or comments please contact me at the information listed above.

KAYSVILLE CITY CORPORATION

FIRE STATION REROOF BID FORM

The undersigned agrees and proposes to furnish all necessary labor, materials and equipment necessary to provide new roofing and related work for Kaysville City Corporation, in accordance with the terms, conditions and specification of bid and will take in full payment according to the bid schedule below. All bid items, including lump sums, unit prices and additive alternates must be filled in completely and include all taxes.

The undersigned has reviewed the work outline in the bid package and fully understands the scope of work required in this proposal, understands the construction management function as described in the contract documents.

The Owner reserves the right to waive irregularities and informalities in the bidding or in any bid, reject any or all bids without further obligation and to accept any bid deemed in the best interest of Kaysville City Corporation. The owner does not bind themselves in any way to accepting the low bid.

Dated this _____ day of _____

Company Name Street Address

Per City State

Title Telephone

Contractor Residency Certification Number State Held

TOTAL BASE BID PRICE \$ _____

TOTAL BASE BID PRICE (In Words) _____

END OF DOCUMENT

[illegible]

STAFF REPORT



COUNCIL MEETING DATE: January 3, 2019

ITEM NO.: 5a

TYPE OF ITEM: Action

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Better City Agreement

EXECUTIVE SUMMARY:

Over the past two years we have contracted with Better City on Economic Development services targeting two parcels of Commercial land in Kaysville. The contract was established to pay them \$1000/month and to reward them for bringing certain commercial developments to the two specific parcels. The contract was extended for another year last year after lapsing after year one.

The purpose of this Action item is to decide on an agreement moving forward with Better City. At the last council meeting there was consensus on moving forward with Better City with an "Award" or "success" fee if they were to bring the right commercial user to either of the two properties mentioned in the agreement.

Adam with Better City recommended has reviewed the attached agreement and is in accord with moving forward in the manner discussed and at this time recommended by staff.

Council Options: Approve the Agreement as presented.
Approve the Agreement with a suggested modification.
Return the Agreement back to staff with direction on proposed changes/discussion.

Recommendation: At this time Staff recommends approving the Agreement as presented.

Fiscal Impact & Fund Source for Recommended Action:
This contract will impact the city if approved and if Better City is able to perform.

Attachments: Agreement

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT (the "Agreement") is made and entered into this ~~3 87~~-day of ~~January~~~~December~~, 201~~97~~ (the "Effective Date") by and between the City of Kaysville, a governmental entity organized by law as a political subdivision of the State of Utah (hereinafter referred to as the "City") and Better City, a Utah LLC, a (hereinafter referred to as the "Firm").

WHEREAS, the City wishes to engage the Firm to provide the services described herein and the Firm agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted, and agreed to, the City and the Firm, intending to be legally bound, agree to the terms set forth below.

1. TERM. Commencing as of the Effective Date, and continuing until Services are completed or until the duration of the contract which is one (1) year (the "Term") unless earlier terminated pursuant to Section 6 hereof, the Firm agrees that it will provide professional consultant services to the City as specified in the Firm's proposed services. Firm also, at its discretion, can extend the term of this agreement one additional year by acknowledging such in writing at least 30 days prior to the termination of the first year.

2. DUTIES AND SERVICES. The Firm's duties and responsibilities ("Services") shall be to perform economic development work on behalf of the City, with specific scope of work items listed in Attachment A.

(a) City will assist the Firm in providing the corresponding information and data gathering that is necessary to perform the scope of Services outlined above and will do so in a timely manner.

3. CONSULTING FEE.

(a) Subject to the provisions hereof, the City shall pay the Firm accordingly:

~~1. A monthly fee of one thousand dollars (\$1,000) for up to twelve (12) months.~~

~~2.1.~~ A success fee of twenty-thousand dollars (\$20,000) upon signing of development agreement between developer and city pertaining to the development of excess land adjacent to IHC on Main Street and 400 W.

~~3.2.~~ A success fee of twenty-thousand dollars (\$20,000) upon signing of development agreement between developer and city pertaining to the development of vacant land south of Boondocks on Deseret Drive.

~~4.3.~~ The Firm shall be reimbursed for any direct expenditures that are incurred while working on behalf of the City, subject to City approval before these expenditures are made. Eligible reimbursable expenditures include mileage at \$0.55/mile, meals, and report production costs such as copies, binding, and postage costs. Reimbursable expenses will be capped at one thousand dollars (\$1,000) during the Term.

In the event the Firm completes the scope of work prior to the expiration of the Term, the payment of the “success fee” ~~and the monthly payments made up to the signing of the development agreement and the scope of work completion date,~~ shall fulfill the contract obligation of both parties. The total fee paid to the Firm during the Term, including all monthly and milestone payments, but excluding reimbursable expenditures under paragraph 3(ad)4 shall not exceed ~~fortyfive two~~ thousand dollars (\$~~4052~~,000).

(b) The Firm agrees that all Services will be rendered by employees of the Firm as independent contractors and that this Agreement does not create an employer-employee relationship between the City and the Firm. The Firm shall have no right to receive any employee benefits including, but not limited to, health and accident insurance, life insurance, sick leave and/or vacation. The Firm agrees to pay all taxes including self-employment taxes due in respect of the Consulting Fees and to indemnify the City in the event the City is required to pay any such taxes on behalf of the Firm.

(c) In addition to the payment by the City to Firm described in paragraph “a” of section 3, the Firm reserves the right to negotiate terms and conditions under which a developer successfully procured by the Firm in the City’s behalf shall compensate the Firm for the services performed by the Firm on behalf of the developer.

(d) Firm recognizes that City has been involved in economic development activities, making contacts, and recruiting firms – including but not limited to the IHC hotel site. Firm agrees that any contact made by IHC or any other developer with City before execution of this agreement shall not be subject to this agreement if the City is the procuring agent acting in an uninterrupted chain of events that results in a successful project.

4. AUTHORIZED REPRESENTATIVES. Each party shall name an individual, specified in Sections 4a and 4b, as its authorized representative for purposes of representation and notices.

(a) The City designates:
Shayne Scott
23 E Center St
Kaysville, UT 84037
sscott@kaysvillecity.com

(b) The Firm designates:
Adam Hughes
1100 Country Hills Drive, Suite 100
Ogden, UT 84403
(801)-332-9006
adam@bettercity.us

5. INDEMNIFICATION. The Firm agrees and covenants to hold harmless and indemnify the City from any claims, losses, injury, expenses and attorneys’ fees proximately caused by any

negligent conduct or omissions that constitute a form of tortious behavior on the part of the Firm, its officers, employees, or agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement.

The City agrees and covenants to hold harmless and indemnify the Firm from any claims, losses, injury, expenses and attorneys' fees proximately caused by any negligent conduct or omissions that constitute a form of tortious behavior on the part of the City, its officers, employees, or agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement.

5. SUCCESSORS. The Firm and City agree that the provisions of this Agreement shall be binding on heirs, permitted assigns and successors and agents.

6. TERMINATION. This Agreement may be terminated by either party upon 90 days notice to the designated representative. At the time of termination, the Firm will provide to City all work completed or in process as of the date of termination. Within 90 days of termination, City will make payment to the Firm for all authorized fees and expenses outstanding.

7. CONFIDENTIALITY OF DATA. The Firm shall treat all data that it receives from or through City, or is otherwise exposed to within the course of completing the scope of work, with the highest degree of confidentiality and in compliance with all applicable federal and state laws and regulations.

The Firm acknowledges that it may be provided or come into contact with confidential information of the City or other related parties (collectively, "City's Confidential Information"). In recognition of the foregoing, the Firm covenants and agrees that

- It will keep and maintain the City's Confidential Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure;
- It will use and disclose the City's Confidential Information solely for the purposes for which such information, or access to it, is provided, and the Firm will not use or disclose City's Confidential Information for its own purposes or for the benefit of anyone other than the City or related parties;
- It will not directly or indirectly disclose any of the City's Confidential Information to any third party, except with the City's prior written consent or as otherwise provided herein;
- It will not directly or indirectly use any of the City's Confidential Information to gain an unfair business advantage;
- It shall, upon the earlier of (i) completion of discussions between the parties or any engagement of the Firm by City, (ii) determination that it has no need for the City's Confidential Information, or (iii) at any time the City may so request, dispose of all records, electronic or otherwise (including all backup records and/or other copies thereof) regarding or including any of the City's Confidential Information that Firm may then possess or control. Disposal shall be achieved through prompt delivery of the records to the City or destruction in a manner that renders the records unreadable and undecipherable by any means. Upon any occurrence of (i), (ii), or (iii) above, the Firm shall, upon request of the City, promptly certify in writing, in a form acceptable to the City and executed by an authorized officer of the Firm, that all of City's Confidential Information has been destroyed or returned.

8. ENTIRE AGREEMENT. This Agreement contains the complete agreement and understanding of the parties hereto and supersedes any previous understandings commitments, proposals or agreements whether oral or written and may only be modified or amended in writing or executed by authorized individuals of City and Firm.

9. JURISDICTION. This Agreement shall be governed by the laws of the State of Utah.

10. SIGNATURES.

EXECUTED as of the Effective Date.

NAME

ADAM HUGHES

By: _____

TITLE

~~President~~CEO, Better City

Hereunto Duly Authorized

Attest:

City Recorder

Attachment A: Scope of Work

The proposed Scope of Work will include the following:

1. **Hotel-IHC Property** – Better City will recruit a ~~hotel developer for the~~ designated and approved commercial user on the hotel site located on the excess land owned by IHC ~~or other mutually agreed upon location~~. Better City will:
 - a. Collect market data necessary to recruit a reputable ~~hotel~~ company
 - b. Complete project pro forma
 - c. Draft an equity and debt pro forma structure for the project that meets today's market requirements
 - d. Identify potential incentives necessary to successfully attract a reputable ~~hotel~~ ~~d~~developer

***Success fee:** \$20,000 upon signing of development agreement between developer and City*
2. **Deseret Drive** – Better City will formulate a market driven plan (excluding multi-family uses) to develop the excess land south of Boondocks and recruit a developer. Better City will:
 - a. Coordinate with property owner on the sale of their property
 - b. Conduct market research to determine an appropriate use mix
 - c. Complete project pro forma
 - d. Draft conceptual site plans
 - e. Draft an equity and debt pro forma structure for the project that meets today's market requirements
 - f. Identify potential incentives necessary to successfully attract a reputable developer

***Success fee:** \$20,000 upon signing of development agreement between developer and City*

STAFF REPORT



COUNCIL MEETING DATE: January 3, 2019
ITEM NO.: 5 b.

TYPE OF ITEM: Action Item
PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Amendment of Section 17-31-25, Telecommunication Towers, together with amendments to applicable zoning districts within Title 17, Planning and Zoning, to clarify where tower types may be located and by which process they may be considered.

Executive Summary:

In consideration of allowing and encouraging a broader range of telecommunication towers in Kaysville City staff has worked with the Planning Commission over multiple meetings to prepare an ordinance reflecting new tower types, where they are located, and standards by which they must be built.

Based on feedback from the Planning Commission during previous discussions, the proposed draft puts all cell tower approvals under the purview of Planning Commission. More specific definitions and standards have been added including more clearly specifying different tower types. A distance requirement has also been added in order to space out monopole towers.

Council Options:

Recommended Options:

The Planning Commission voted unanimously to recommend approval of the ordinance as written. Based on a positive recommendation from the Planning Commission it is recommended that it be moved to an action item on the next City Council Agenda. Should the council have items that it would like to see changed or clarified this can return to a work or action item agenda.

Fiscal Impact & Fund Source for Recommended Action: N/A

Attachments:

1. Proposed Ordinance
2. Existing Cell Tower Map
3. Large properties in Kaysville Map

ORDINANCE NO. 18-__-__

AN ORDINANCE AMENDING SECTION 17-31-25, TELECOMMUNICATION TOWERS, TOGETHER WITH AMENDMENTS TO APPLICABLE ZONING DISTRICTS WITHIN TITLE 17, PLANNING AND ZONING, TO CLARIFY WHERE TOWER TYPES MAY BE LOCATED AND BY WHICH PROCESS THEY MAY BE CONSIDERED.

WHEREAS, Kaysville City desires that its businesses and residents have access to quality wireless telecommunication options; and

WHEREAS, Kaysville City has determined that it is in the best interest of its residents and businesses to allow for more creativity in the placement and design of telecommunication facilities;

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

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

SECTION II: Enactment.

Section 17-31-25, TELECOMMUNICATION TOWERS, of Chapter 17-31, SPECIAL PROVISIONS APPLYING TO PARTICULAR USES; of Title 17, PLANNING AND ZONING, of the Revised Ordinances of Kaysville City, 1993, is amended as follows:

17-31-25 Telecommunication Towers.

(1) Each person or company desiring to locate a telecommunication tower within the City shall submit a Site Location Master Plan. This plan shall be submitted and accepted by the Planning Commission prior to the processing of any permits for telecommunication towers. The plan shall identify existing locations of facilities, and approximate proposed locations of new facilities to provide service within City boundaries and the surrounding area for the ten (10) years following the date the plan is submitted. These estimates shall be based on projected population growth and anticipated development. The applicant shall provide the City with the owner's current name, address, and an emergency telephone number for each facility.

~~(2) The owner of any telecommunication tower shall consent to two co-locations (in addition to the owner's) on the tower and construct the tower in such a manner as to be able to accommodate the owner's equipment and two others on the same tower.~~

~~(23)~~ Applicants for telecommunication tower permits shall co-locate their facilities on existing towers, unless it can be shown by a preponderance **substantial** evidence that all existing towers are inadequate to serve the applicant's reasonable needs due to the location, height or other reason; and shall pay reasonable compensation to the tower owner to fairly share past and future costs.

(34) Telecommunication towers shall be located, designed, and constructed to be as unobtrusive and as few in number as possible. They shall be subject to requirements that minimize the impact on surrounding properties and the City. No telecommunications tower shall exceed one hundred twenty feet (120') in height from the finished grade of the ground to the highest point on the structure.

(4) Monopoles, antennas, and any associated buildings or equipment shall be painted to blend with the surroundings by which they are most commonly seen. The color shall be reviewed and approved on a case-by-case basis by the Planning Commission. Within six months after the facility has been constructed, the Planning Commission may require the color be changed if it is determined that the original color does not blend with the surroundings.

(5) Telecommunication Towers and equipment shall not be permitted on any buildings used as a dwelling.

(6) The following Wireless Telecommunication equipment may be allowed according to the applicable requirements:

Wall mounted antennas. Wall mounted antennas shall be considered a telecommunication tower and must comply with the following criteria in addition to the general requirements of this chapter:

1. Wall mounted antennas shall not extend above the roof line of the building more than four feet (4').
2. Wall mounted antennas shall not be located on a building façade which faces a public street.
3. Antennas and all associated equipment shall be painted to match the color of the building or surrounding area.
4. A maximum of forty (40) square feet may be allowed on any building façade for the placement of a wall mounted antenna. The area is determined by drawing straight lines around the outermost portions of the antennas until enclosed.
5. All equipment associated with the use (excluding the antenna) must be screened by a view obstructing structure.
6. If the associated equipment is located on the ground it must be appropriately landscaped.

Roof mounted antennas. Roof mounted antennas shall be considered a telecommunication tower and must comply with the following criteria in addition to the general requirements of this chapter:

1. Roof mounted antennas can only be mounted on structures with flat roofs. Exceptions may be granted by the Planning Commission with the following stipulations:
 - a) The tower will be mounted on the roof of a building such that the building will obstruct the view of the antenna from the front of the building.
 - b) The antenna will be less visible from ground level than the typical antenna mounted on a flat roof.
2. All roof mounted antennas must be setback from the building edge one foot (1') for every one foot (1') of antenna height to a maximum of fifteen feet (15').

Monopole towers. Where permitted, all monopole towers require a conditional use approval from the Planning Commission. In addition to the general requirements of this chapter, all monopole towers must comply with the following:

1. All towers must be of a mono-pole construction. No lattice constructed towers of any kind shall be allowed.
2. All towers must allow for co-location and supply engineering calculations by a state certified engineer that will allow for as many as three (3) separate users on a single pole. Certification must be provided by the applicant stating that the owners of the tower will allow for co-location and that the structure has been constructed to allow for co-location as required.
3. No tower may be located within a two thousand foot (2,000') radius of another mono-pole tower unless grid documentation is supplied by an independent consultant demonstrating the need to locate near an existing tower and also showing that co-location is either not feasible or that co-location will create an unreasonable hardship. Evidence of an unreasonable hardship shall be provided by an independent engineering study provided to the City at cost to the applicant.
4. Co-location on an existing mono-pole structure is a permitted use and is handled administratively.

Stealth tower. A tower is considered stealth if it is disguised as a tree listed on the Kaysville City Tree List or is attached to a pre-existing light pole, utility pole, or similar structure in order to significantly reduce its visual impact.

1. The Planning Commission may require the owner of a stealth tower to consent to at least one co-location (in addition to the owner's).

2. No Stealth Tower shall be permitted to exceed ninety feet (90') in height.

(7) The following shall be considered by the Planning Commission for conditional uses.

- a) Compatibility of the proposed structure with the height and mass of nearby existing buildings and utility structures.
- b) Location of the antenna in relation to existing vegetation, topography including ridge lines, structures, and buildings to obtain the best visual screening.
- c) Installation of, but not limited to, curb, gutter, sidewalk, landscaping, and fencing for the purpose of blending the site with the surrounding environment and providing screening for the tower and associated equipment.

(8) Cables shall be installed on the interior of any monopole or telecommunications structure.

~~(95)~~ Each application for a permit to construct a telecommunication tower shall be certified by a licensed professional engineer that the design of the facility meets all applicable standards for the facility including, but not limited to, electrical safety, material and design integrity, wind and seismic safety according to applicable building code adopted by Kaysville City. ~~The professional engineer shall certify that the tower meets acceptable design criteria or standards to withstand 100 mph wind speeds.~~

~~(106)~~

- (a) The applicant must certify in writing that if technology renders the tower obsolete or the tower is vacated, that the agent will remove the tower, all apparatus associated with it, the top three feet (3') of the footing, and restore the site to its original condition within ninety (90) days of the vacation of the tower.
- (b) The tower owner shall maintain the tower, site, and improvements in a state of good repair. If a ~~telecommunication tower is abandoned, or~~ is not maintained, the Zoning Administrator may notify the owner of the tower that it must be repaired and used within thirty days after the notice was sent, or the facility must be removed. If the communication facility is not repaired,

~~used~~, or removed within thirty days after notice was sent, the Zoning Administrator may order the removal of the facility and the restoration of the property at the owner's expense. Any conditional use permit issued for the facility will be automatically revoked.

- (c) If a telecommunication tower is not used for more than six months, it shall be deemed to be abandoned for purposes of Subsection (a).

(11) Notwithstanding being listed or not as an approved use in any zoning district, telecommunication towers shall be permitted in Kaysville City's zoning districts as follows:

<u>Zone</u>	<u>Wall Mount</u>	<u>Roof Mount</u>	<u>Mono-pole</u>	<u>Stealth</u>
<u>A-1, A-5</u>	<u>C</u>	<u>C</u>	<u>=</u>	<u>C*</u>
<u>R-A, R-1 zoning districts</u>	<u>C**</u>	<u>C**</u>	<u>=</u>	<u>C**</u>
<u>PU</u>	<u>C</u>	<u>C</u>	<u>=</u>	<u>C*</u>
<u>PB</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>
<u>LI</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>CC</u>	<u>C</u>	<u>C</u>	<u>=</u>	<u>C</u>
<u>GC</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>HC</u>	<u>C</u>	<u>C</u>	<u>=</u>	<u>=</u>
<u>P = Permitted Use</u> <u>C = Conditional Use</u> <u>* = Must be 300 feet from the property line of a residential zoning district</u> <u>** = Allowed only on properties greater than 10 acres in size which are also occupied by a public or quasi-public use.</u>				

SECTION III: Enactment.

Section 17-8-4, CONDITIONAL USES, of Chapter 17-8, A-5 HEAVY AGRICULTURAL DISTRICT; and Section 17-9-4, CONDITIONAL USES, of Chapter 17-9, A-1 LIGHT AGRICULTURAL DISTRICT; and Section 17-19-4, CONDITIONAL USES, of Chapter 17-19, GENERAL COMMERCIAL DISTRICT, and 17-20-4, CONDITIONAL USES, of Chapter 17-20, CENTRAL COMMERCIAL DISTRICT; and Section 17-21-4, CONDITIONAL USES, of Chapter 17-21, LIGHT INDUSTRIAL DISTRICT; of Title 17, PLANNING AND ZONING, of the Revised Ordinances of Kaysville City, 1993, is amended as follows:

17-8-4 Conditional Uses

Compliance with standards shall be determined by the Planning Commission by reference to KCC Chapter 17-30.

1. Major home occupations A and B subject to the provisions of KCC Chapter 17-26.
2. Agricultural home occupations subject to the provisions of KCC Chapter 27-26.
3. Golf courses subject to the provisions of KCC 17-31-8.
4. Greenhouse and nursery limited to the sale of plants, landscaping materials, fertilizer, pesticide and insecticide products, tools for garden and lawn care and the growing and sale of sod.

5. Public or quasi-public buildings of the educational, recreational, religious, cultural, or public service type, not including corporation yards, storage or repair yards, warehouses, and similar uses.
6. Public utility substation or storage facilities developed by a public agency.
7. Animal hospital or clinic, dog breeding, dog kennels, dog training school, provided any building or enclosure for animals shall be located not less than one hundred feet (100') from a public street and not less than fifty feet (50') from any dwelling or adjacent property.
- ~~8. Telecommunication towers and telecommunication towers of height greater than thirty feet (30') subject to the provisions of KCC 17-31-25.~~
- 9.8. Accessory building larger than three thousand (3,000) square feet in area, subject to the provisions of KCC 17-31-2.

17-9-4 Conditional Uses

Compliance with standards shall be determined by the Planning Commission by reference to KCC Chapter 17-30.

1. Major home occupations A and B subject to the provisions of KCC Chapter 17-26.
2. Agricultural home occupations subject to the provisions of KCC Chapter 17-26.
3. Golf courses subject to the provisions of KCC 17-31-8.
4. Greenhouses and nursery limited to the sale of plants, landscaping materials, fertilizer, pesticide and insecticide products, tools for garden and lawn care and the growing and sale of sod.
5. Public or quasi-public buildings of the educational, recreational, religious, cultural, or public service type, not including corporation yards, storage or repair yards, warehouses, and similar uses.
6. Public utility substation or storage facilities developed by a public agency.
7. Animal hospital or clinic, dog breeding, dog kennels, dog training school, provided any building or enclosure for housing animals shall be located not less than one hundred feet (100') from a public street and not less than fifty feet (50') from any dwelling on adjacent property.
- ~~8. Telecommunication towers and telecommunication towers of height greater than thirty feet (30') subject to the provisions of KCC 17-31-25.~~
- 9.8. Accessory building larger than three thousand (3,000) square feet in area, subject to the provisions of KCC 17-31-2.

17-19-4 Conditional Uses

Compliance with standards shall be determined by the Planning Commission by reference to KCC Chapter 17-30.

1. Single family dwellings which are an integral part of a commercial use and serves as housing for the proprietor or an employee.
2. Light industry/research uses subject to the provisions of KCC Chapter 17-23.
3. Buildings of height greater than thirty-five feet (35').
4. Recreational vehicle parks subject to the provisions of KCC 17-31-24.
- ~~5. Telecommunication towers and telecommunication towers of height greater than thirty-five feet (35') subject to the provisions of KCC 17-31-25.~~
- 6.5. Public utility substations.
- 7.6. Sale of beer for consumption on the premises of a full-service restaurant, limited service restaurant, beer-only restaurant, banquet or reception center.
- 8.7. Sale off liquor for consumption on the premises of a full-service restaurant, limited service restaurant, banquet or reception center.

17-20-4 Conditional Uses

Compliance with standards shall be determined by the Planning Commission by reference to KCC Chapter 17- 30.

1. Theaters.
2. Motels or hotels.
3. Light industry/research uses subject to the provisions of KCC Chapter 17-23.
4. Dwellings and household pets.
5. Social halls, lodges, fraternal organizations.
6. Automotive repair that does not break the continuity of retail store frontage for pedestrians, does not impose a nuisance on residences or other surrounding uses, does not create traffic hazards or undue traffic congestion, and has pump islands located so that vehicles serviced or awaiting service do not block any public sidewalk or driveway.
7. Amusement arcades.
- ~~8. Telecommunication towers and telecommunication towers of height greater than thirty-five feet (35') subject to the provisions of KCC 17-31-25.~~
- ~~9.8.~~ Public utility substations.
- ~~10.9.~~ Sale of beer for consumption on the premises of a full-service restaurant, limited-service restaurant, beer-only restaurant, banquet or reception center.
- ~~11.10.~~ Sale of liquor for consumption on the premises of a full-service restaurant, limited-service restaurant, banquet or reception center.

17-21-4 Conditional Uses

Compliance with standards shall be determined by the Planning Commission by reference to KCC Chapter 17-30.

1. Food and kindred product manufacturing or processing.
2. Textile products manufacturing.
3. Furniture and fixtures manufacturing.
4. Stone, clay and glass products manufacturing.
5. Fabricated metal products industries (not to include primary metal industries).
6. Contract construction services.
7. Buildings of height greater than thirty-five feet (35') or less than ten feet (10').
- ~~8. Telecommunication towers and telecommunication towers of height greater than thirty-five feet (35') subject to the provisions of KCC 17-31-25.~~
- ~~9.8.~~ Sale of beer for consumption on the premises of a full-service restaurant, limited-service restaurant, beer-only restaurant, banquet or reception center.
- ~~10.9.~~ Sale of liquor for consumption on the premises of a full-service restaurant, limited-service restaurant, banquet or reception center.

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

SECTION IX: Effective Date. This Ordinance shall take effect 20 days after being passed and adopted by the City Council.

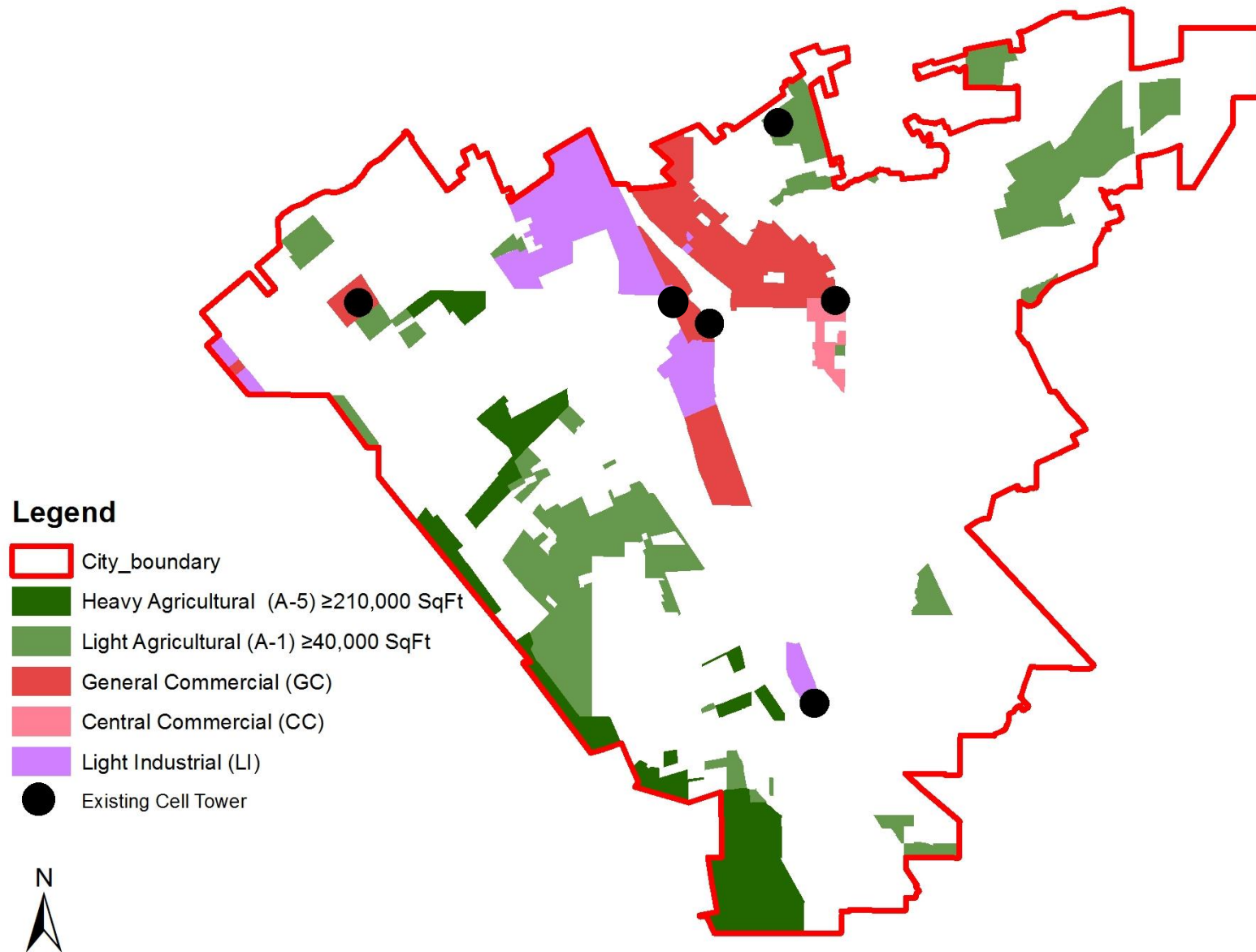
PASSED AND ADOPTED by the City Council of Kaysville City, Utah, this __th day of _____, 2018

Katie Witt
Mayor

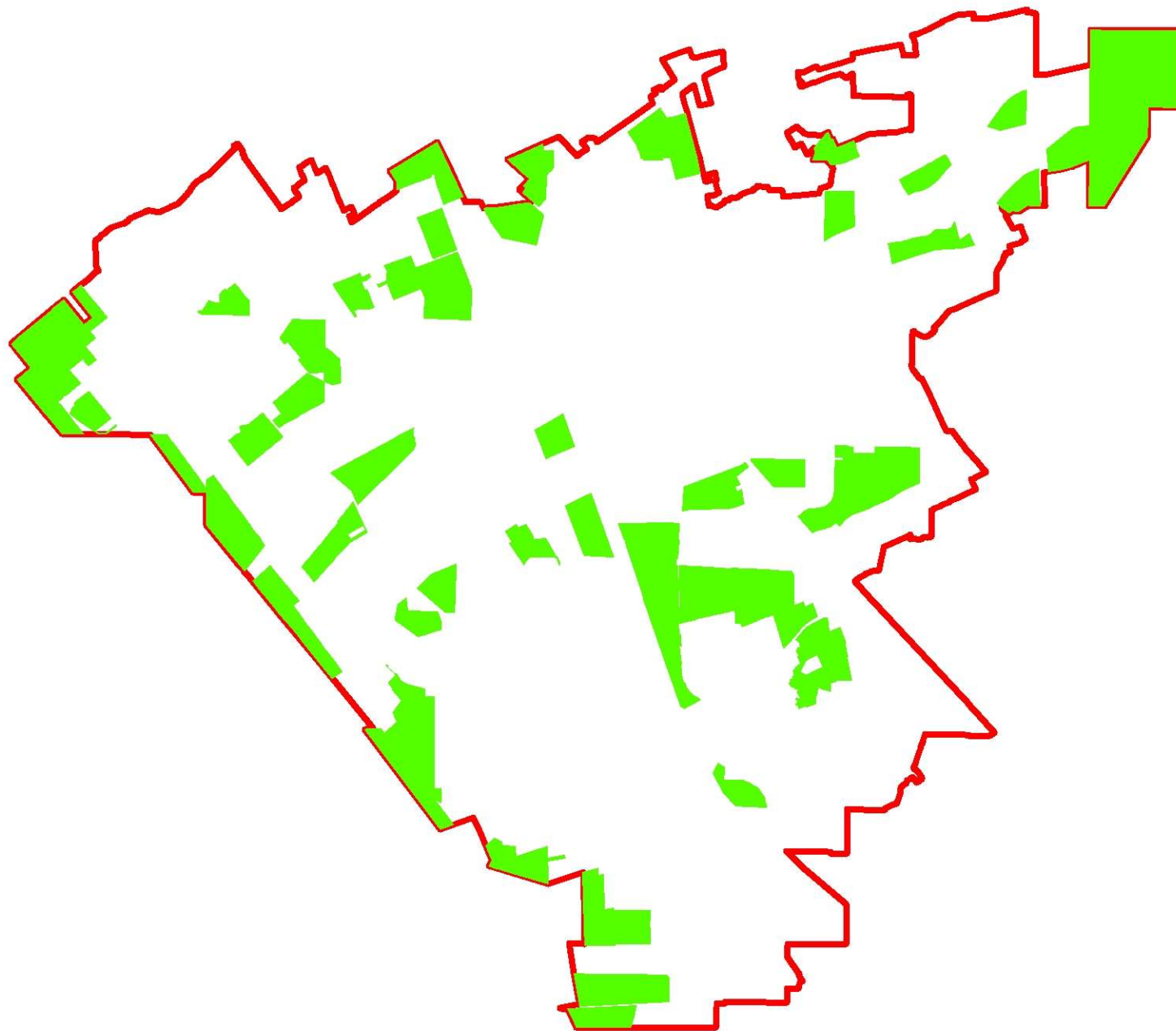
ATTEST:

Maria T. Devereux
City Recorder

Current Telecommunication Tower Locations



Properties over 10 acres in size



STAFF REPORT



COUNCIL MEETING DATE: January 3, 2019

ITEM NO.: 5 c.

TYPE OF ITEM: Action

PRESENTED BY: Josh Belnap, Public Works Director

SUBJECT/AGENDA TITLE: An added Ordinance to the Kaysville City Code regarding the need to keep the Public Right-of-way clear of obstructions (particularly with streets and sidewalks)

EXECUTIVE SUMMARY: Currently, sections of the City Code address protecting access along and through the Public Right-of-Way the City. However, we felt that those sections do not adequately inform residents and owners of the needs and responsibilities that exist, and exactly how they can help to better the access for City services and pedestrian/vehicle traffic.

This proposed ordinance, we feel, does just that. It has been discussed with and drafted by Nic Mills.

Council Options: 1) Adopt the proposed Ordinance 9-2-11 of the City code ; 2) Remand back to staff with further direction.

Recommended Options: Staff recommends that the City Council adopt the proposed ordinance.

Fiscal Impact & Fund Source for Recommended Action: Approving the proposed Ordinance at a later date would alleviate issues related to and decrease the amount of staff time and resources expended on attempting to remove obstructions.

Attachments: Proposed Ordinance on Right-of-Way Obstructions

ORDINANCE 09-2-11

**AN ORDINANCE ENACTING TITLE 9 CHAPTER 2 SECTION 11 PROHIBITING
RIGHT OF WAY OBSTRUCTIONS; PROVIDING FOR REPEALER; PROVIDING
FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Kaysville City desires to maintain its right of way in an efficient manner that accommodates both public safety and staff efficiency; and

WHEREAS, the City has found that obstructions which encroach on the right of way interfere with paving roads, snow removal, garbage removal, mail delivery, and other necessary city functions.

WHEREAS, the City Council of Kaysville City finds it to be in the best interest of its citizens to enact an ordinance which will help the City to accomplish these goals.

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

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

SECTION II: Enactment. Title 9, Chapter 2, Section 11 shall be enacted to read as follows:

9-2-11 Right of Way Obstructions

It shall be unlawful for any person owning or occupying or otherwise controlling real property within Kaysville City:

1. To fail to maintain any tree, shrubbery, vegetation, or other obstruction located on either private property or within the parkway that impedes or interferes with travel on and of the public streets or sidewalks.
 - a. For public streets, clearance shall be maintained 14 feet vertically from the back of curb, or from the edge of the road if curb is not present.
 - b. On sidewalks, clearance shall be maintained 8 feet vertically on either side of the sidewalk.
2. No item shall also obstruct or impede the function or visibility of any street lamp, road sign or other public utility located within the parkway.
3. It shall be prohibited for items (including, but not limited to, snow, leaves or ice) to be pushed, thrown or otherwise deposited into or onto public streets or sidewalks.

A violation of this section is an infraction.

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

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

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this ____ day of _____, 20__.

Katie Witt, Mayor

ATTEST:

Maria Devereux, City Recorder

STAFF REPORT



COUNCIL MEETING DATE: January 3, 2019
ITEM NO.: 5 d.

TYPE OF ITEM: Action
PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Preliminary plat approval of the Richter Farm Subdivision 2nd Amendment at 1572 South Sunset Drive – Cheryl Richter.

EXECUTIVE SUMMARY:

The applicant is requesting to subdivide their property at the subject address into two total lots. The existing home would stay on Lot 101 with over an acre of property, while a new 1.8 acre lot would be created to the south. Both lots front Sunset Drive which is already fully improved on their side of the street at this location.

The zoning requires half-acre lots with at least 100 feet of frontage. The lots well exceed the frontage and minimum lot size requirements for the R-A zoning district.

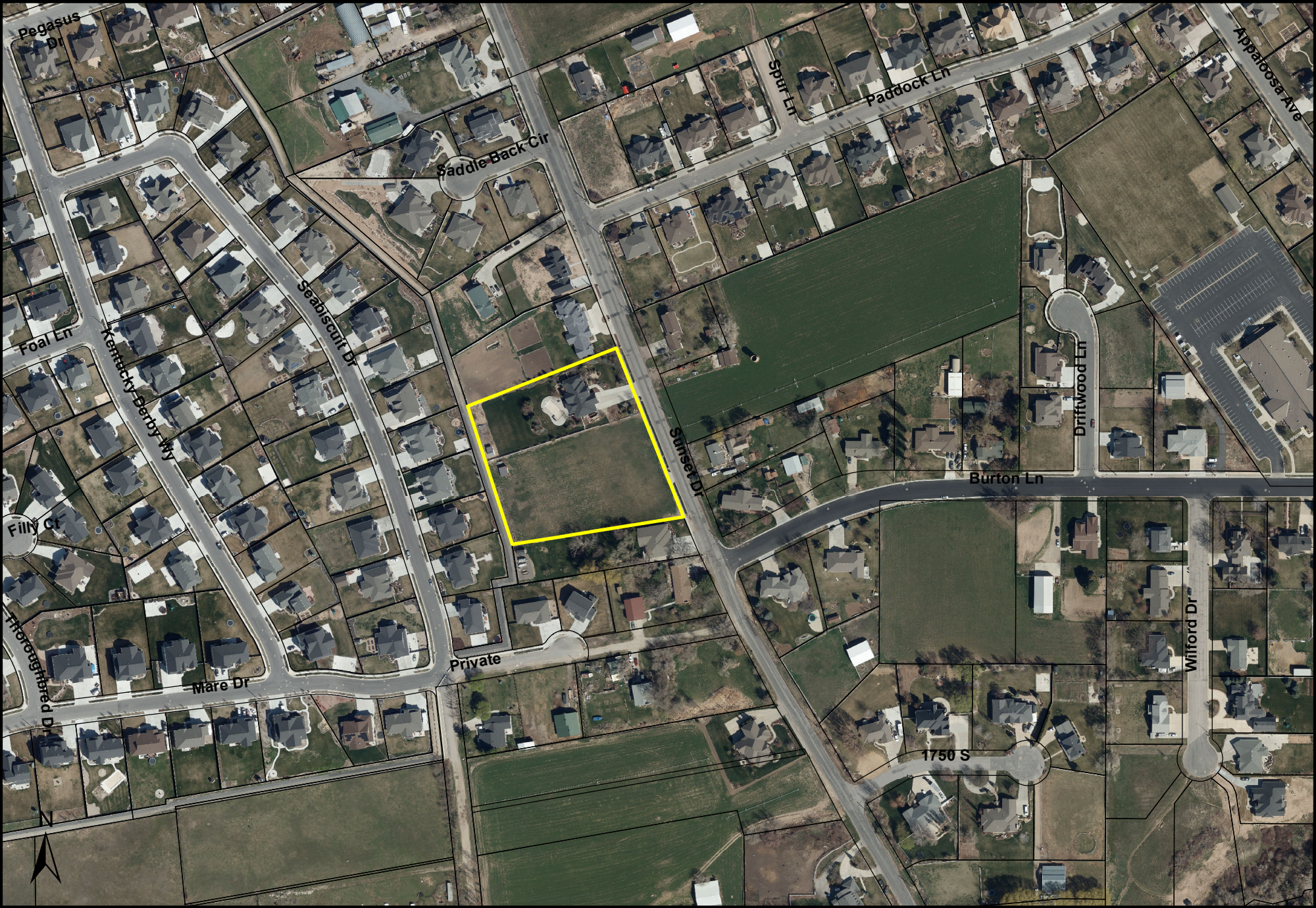
Council Options:

Recommended Options: After holding a public hearing, the Planning Commission voted unanimously to recommend approval of the preliminary plat as proposed. The vote was based on the findings of compliance with applicable zoning, standards, and regulations.

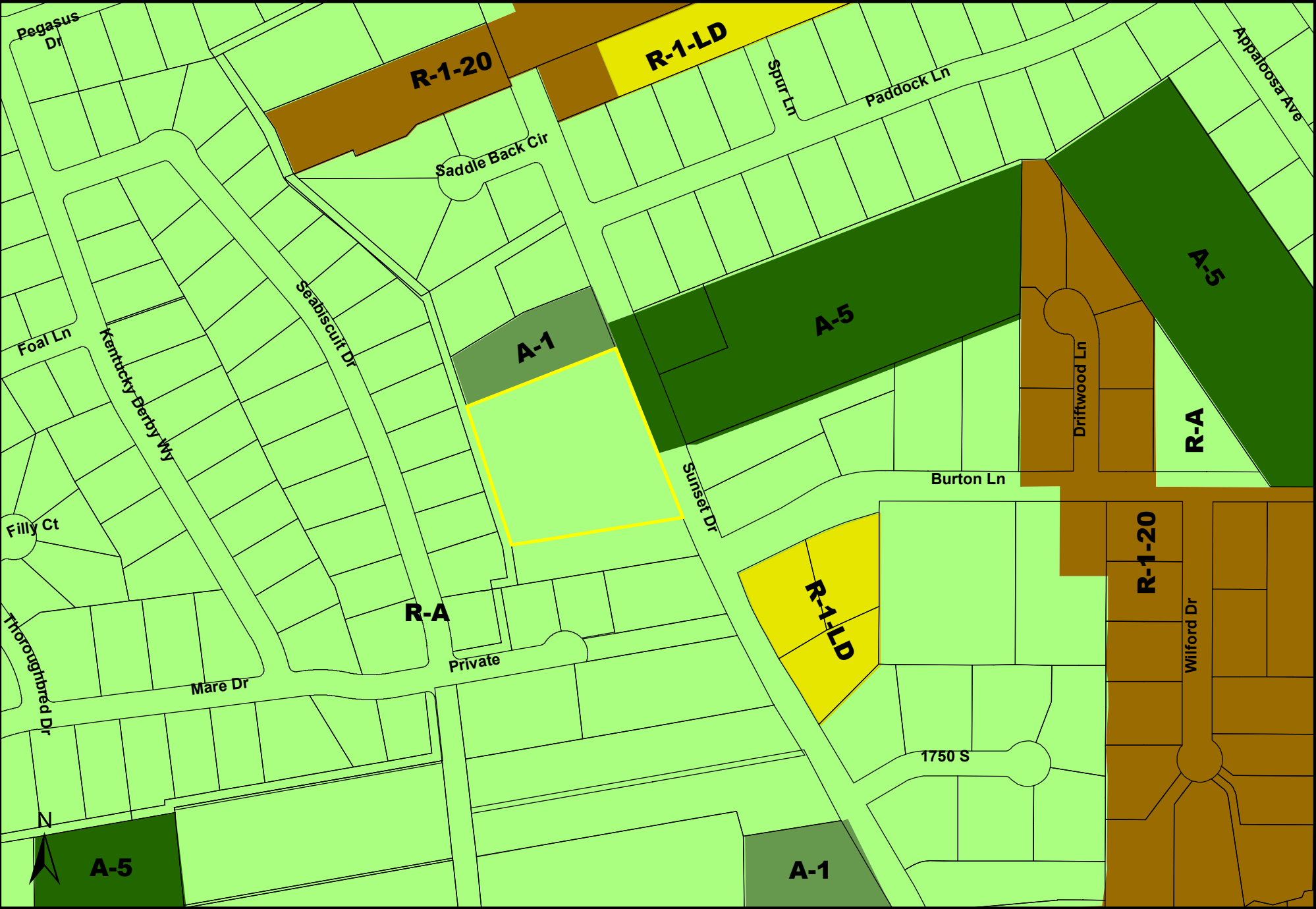
Fiscal Impact & Fund Source for Recommended Action: N/A

Attachment 1: Area Map
Attachment 2: Zoning Map
Attachment 3: Subdivision Plat

1572 South Sunset Drive

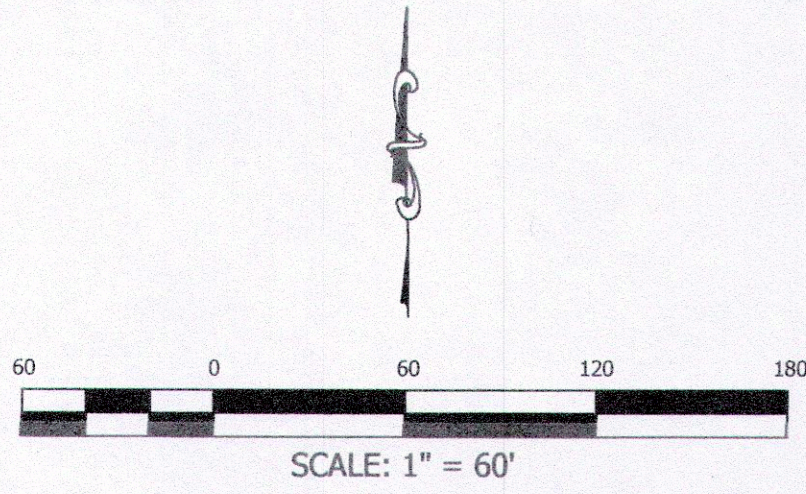


1572 South Sunset Drive



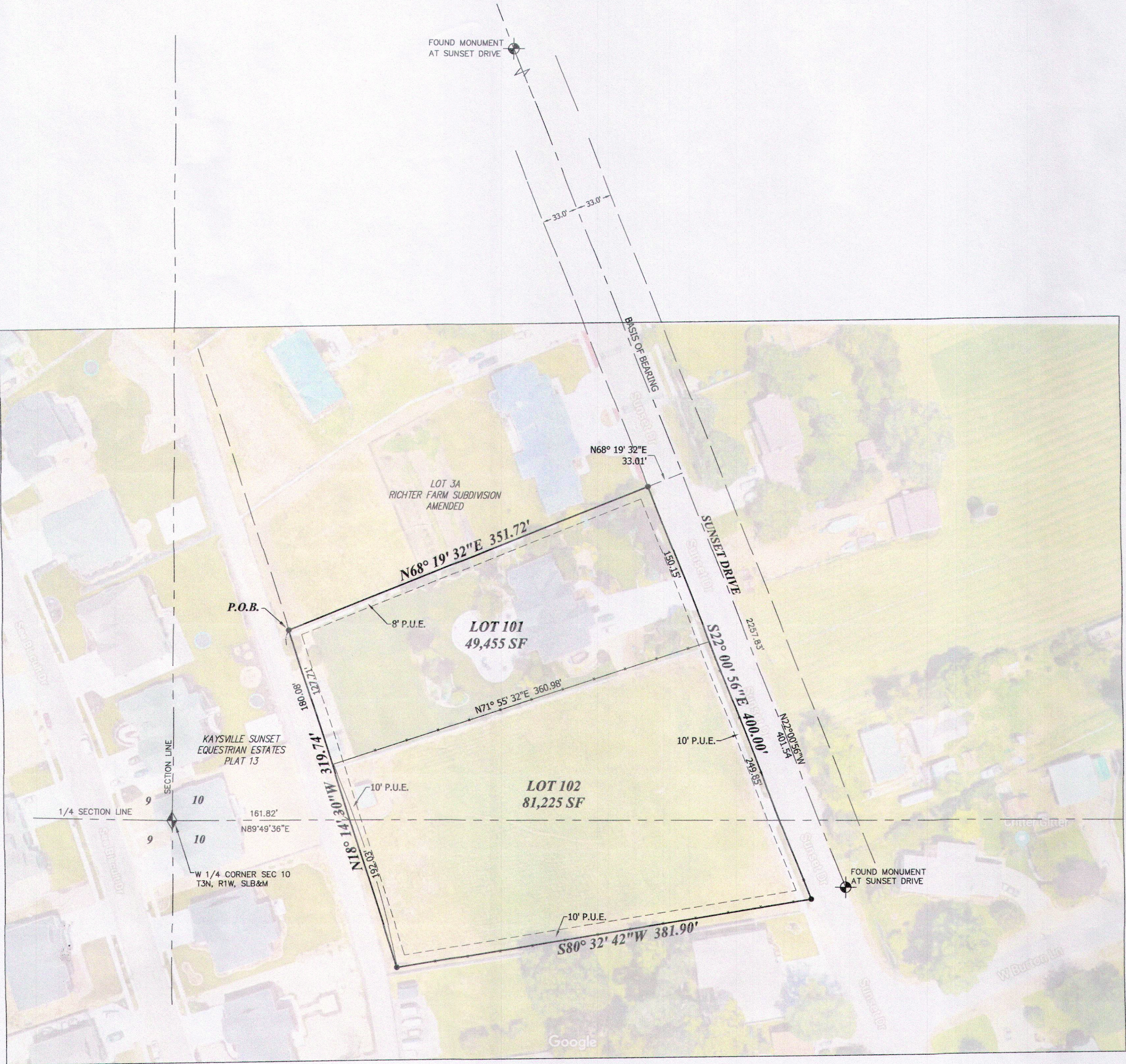
RICHTER FARM SUBDIVISION SECOND AMENDMENT

AMENDING LOT 3 OF RICHTER FARM SUBDIVISION
LOCATED IN THE NORTHEAST QUARTER OF SECTION 10,
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH



- GENERAL NOTES:
1. ALL EASEMENTS SHOWN ARE TYPICAL 7.0' WIDE PUBLIC UTILITY EASEMENTS (P.U.E.) UNLESS OTHERWISE NOTED.
 2. ALL EASEMENTS FRONTING ROAD ARE 10' WIDE.
 3. P.U.E. DENOTES A PUBLIC UTILITY EASEMENT AND A DRAINAGE EASEMENT.

LEGEND	
PROPERTY LINE	_____
ADJACENT PROPERTY	_____
ROAD CENTERLINE	_____
TIE TO MONUMENT	_____
EASEMENT LINE	_____
EDGE OF PAVEMENT	_____
VINYL FENCE	_____
RECORD CALLS ()	
SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND PROPERTY MARKER (AS NOTED)	○



SURVEYOR'S CERTIFICATE

I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 166385 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS RICHTER FARM SUBDIVISION SECOND AMENDMENT AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.

VON R. HILL, P.L.S. UT #166385 DATE _____

BOUNDARY

ALL OF LOT 3, RICHTER FARM SUBDIVISION, PART OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH ALSO DESCRIBED AS BEGINNING AT A POINT WHICH IS NORTH89°49'36"E 161.82 FEET ALONG THE QUARTER SECTION LINE AND NORTH18°14'32"W 180.08 FEET TO THE SOUTHWEST CORNER OF LOT 3A, RICHTER FARM SUBDIVISION AMENDED; THENCE NORTH68°19'32"E 351.72 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 3A TO THE WEST LINE OF SUNSET DRIVE; THENCE SOUTH22°00'56"E 400.00 FEET ALONG SAID WEST LINE; THENCE SOUTH80°32'42"W 381.90 FEET; THENCE NORTH18°14'30"W 319.74 FEET TO THE POINT OF BEGINNING.

CONTAINS 3.00 ACRES.

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AS SHOWN ON THIS PLAT, AND HEREBY DEDICATE GRANT AND CONVEY TO KAYSVILLE CITY, DAVIS COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS EASEMENT FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, AND OPERATION OF PUBLIC UTILITY SERVICE LINE AND DRAINAGE AS MAY BE AUTHORIZED BY KAYSVILLE CITY.

SIGNED THIS _____ DAY OF _____, 20____.

CHERYL RICHTER, TRUSTEE OF THE GARRY AND CHERYL RICHTER FAMILY TRUST DATED 05/29/1997

TRUST ACKNOWLEDGMENT

ON THE _____ DAY OF _____, 20____ THERE PERSONALLY APPEARED BEFORE ME, CHERYL RICHTER, TRUSTEE OF THE GARRY AND CHERYL RICHTER FAMILY TRUST, DATED 05/29/1997, WHO BEING DULY SWORN, DID SAY THAT SHE IS A TRUSTEE OF SAID TRUST AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID TRUST AND THAT IT IS WITHIN THE TRUSTEE'S AUTHORITY TO EXECUTE THE SAME.

NOTARY PUBLIC: _____
RESIDENCE: _____
MY COMMISSION EXPIRES: _____

KAYSVILLE CITY COUNCIL

PRESENTED TO THE CITY COUNCIL OF KAYSVILLE, UTAH, ON THIS _____ DAY OF _____, 20____, AT _____ WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

CITY RECORDER ATTEST: _____
MAYOR: _____

CITY ENGINEER'S APPROVAL

I HEREBY CERTIFY THAT I HAVE CAREFULLY INVESTIGATED THE LINE OF SURVEY OF THE FOREGOING PLAT AND THE LEGAL DESCRIPTION OF THE LAND EMBRACED THEREIN AND FIND THEM TO BE CORRECT AND TO AGREE WITH THE LINE AND MONUMENTS ON RECORD IN THIS OFFICE.

SIGNED THIS _____ DAY OF _____, 20____.

KAYSVILLE CITY ENGINEER

PLANNING COMMISSION APPROVAL

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

CITY ATTORNEY'S APPROVAL

APPROVED ON THIS _____ DAY OF _____, 20____.

KAYSVILLE CITY ATTORNEY

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 20____
AT _____ IN BOOK _____ OF _____
COUNTY RECORDER: _____
BY: _____
DEPUTY

STAFF REPORT



COUNCIL MEETING DATE: January 3, 2019
ITEM NO.: 5 e.

TYPE OF ITEM: Action
PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Rezone of 10 acres of property at approximately 700 South Deseret Drive from GC (General Commercial) to the R-2 (Residential) zoning district.

EXECUTIVE SUMMARY:

Recently Ivory Homes has come before the Planning Commission and ultimately the City Council for consideration of zoning in this area in order to pursue future projects. The recent request which was considered over several months and multiple meetings started with an application for the R-M zone on the entire 25 acres of property owned by America First Credit Union. Over several meetings the proposal evolved to ultimately include 12.5 acres of R-2 zoning with the PRUD overlay and 12.5 acres of LI (Light Industrial). The Planning Commission at the time recommended approval of the request with a stipulation that 5 acres be left in the GC (General Commercial) zoning district. Ultimately the City Council denied the request.

Per Section 17-1-9 subsection (8) of the city's ordinances, "in case an application for a change of zone district is denied, a new application for the same zoning change affecting the same property shall not be eligible for reconsideration for one (1) year subsequent to such denial. A new application affecting or including all or part of the same property must be substantially different from the application denied, in the opinion of the Planning Commission, to be eligible for consideration within one (1) year of the denial of the original application." The applicant expressed desire continue working with the city to find an acceptable zoning outcome and in the opinion of staff the application is very different from the actual original application and substantially different enough from the evolved request which was denied that it may be reconsidered.

The current proposal is to rezone 10 acres on the south side of the America First Property to the R-2 zone to accommodate residential development. The area under consideration is adjacent to vacant commercial property to the north, and existing R-1-20 residential to the south and west. The property is adjacent to I-15 and Deseret Drive which are both considered major streets per the Kaysville City Major Street Plan.

The full details of the R-2 zone can be found in [Chapter 17-14](#) of the Kaysville City Ordinances. In short, the commercial zone is for retail sales and services or office type development. It does not allow for dwellings. The R-2 zone is for one and two family dwelling structures.

A rezone is a legislative decision, meaning that the Planning Commission and ultimately the City Council have broad discretion in the decision it makes as to whether or not the request is in harmony with the City's General Plan and is appropriate in the proposed location.

The City's General Plan states, among other things:

Identity and Character:

Kaysville should be primarily a residential community with a vision to promote business, industry and public use.

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 long-term 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

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.

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.

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.

Council Options:

Recommended Options: After holding a public hearing, the Planning Commission voted 5-1 to recommend denial the rezone request. The stated reasoning of the Planning Commission members in the majority included a desire to wait for a more extensive planning process to take place and a desire to better understand what the market could manage given the potential to divide the 25 acres. The descending vote felt that this and the recent rezone process showed what was desired and viable on the property and that its use could be determined now.

Fiscal Impact & Fund Source for Recommended Action: N/A

Attachment 1: Area Map

Attachment 2: Zoning Map

Attachment 3: Bubble Plan Map



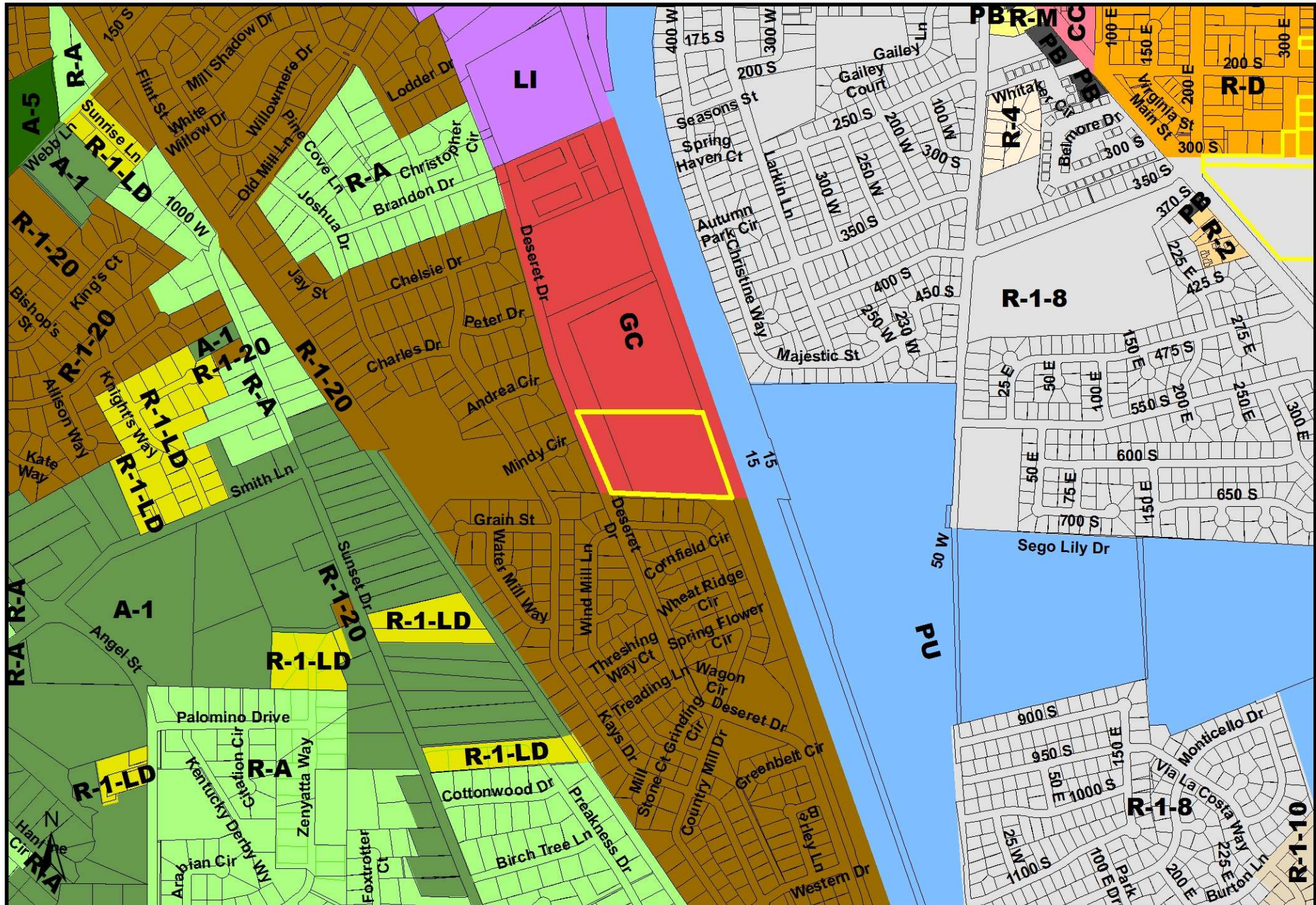
Rezone of 10 Acres at approximately 700 South Deseret Drive from GC to R-2

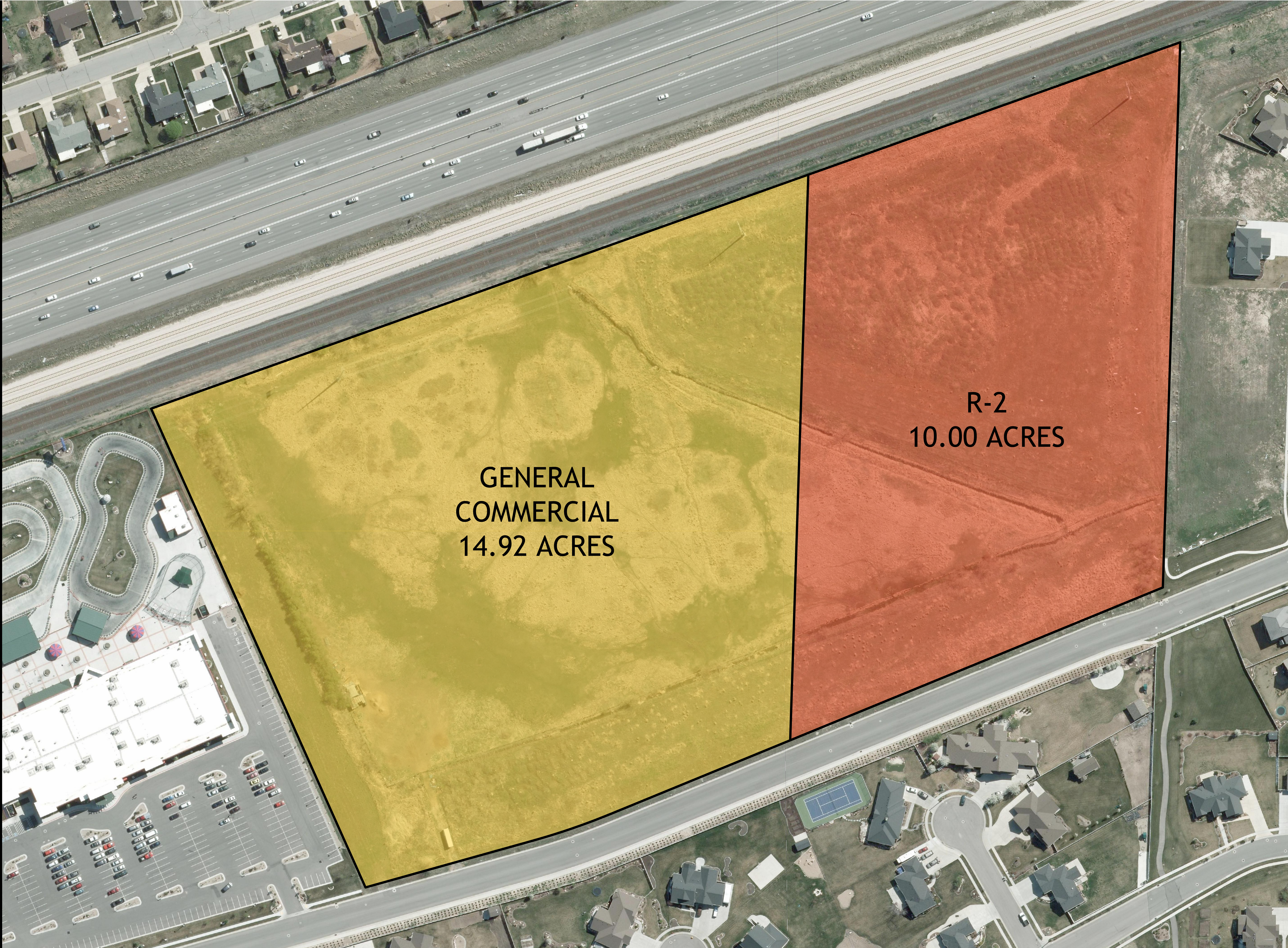


Rezone of 10 Acres at approximately 700 South Deseret Drive from GC to R-2

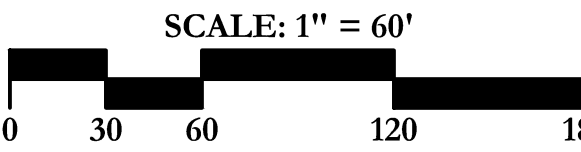


Rezone of 10 Acres at approximately 700 South Deseret Drive from GC to R-2





3980 S 700 E, #22 Salt Lake City, UT 84107
(801) 305-4670 www.edmlc.net



DEVELOPER:
Ivory Development
978 East Woodoak Lane
Salt Lake City, UT 84117
801-747-7000



NOTES:

DISCLAIMER:
ARTIST RENDERING ONLY. PLAN MAY BE ALTERED OR AMENDED AT ANY TIME. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCES TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF ANY RELIANCE HEREON.

Kaysville
AFCU Parcel
Bubble Plan

PROJECT:	
DRAWN BY:	NMM
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

DATE: November 14, 2018

SHEET NUMBER:
O-1

STAFF REPORT



COUNCIL MEETING DATE: January 3, 2019

ITEM NO.: 6a

TYPE OF ITEM: Work

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Fiber Discussion and Next Steps

EXECUTIVE SUMMARY:

Since installing the fiber ring around the city that connects the substations, the City Staff have been discussing options with using this valuable resource to benefit Kaysville residents. Also, since Kaysville owns its own Power Company, there may be flexibility with a fiber project that other cities may not enjoy (pole attachments, rights-of-way, etc)

The purpose of this discussion is to let the council know more about the details of staff thoughts, results of the RFP that was released late last year, and discuss some possibilities and requirements when it comes to future fiber to the home options within Kaysville City.

Council Options: Discuss possible next steps and give staff direction on proceeding and in what manner.

Recommendation: None at this time.

Fiscal Impact & Fund Source for Recommended Action:

Any fiber to the home project undertaken by the City will have a significant Fiscal Impact.

Attachments: ??????????????????????



ctc technology & energy

engineering & business consulting

December 28, 2018

Mr. Ryan Judd
Information Systems Manager
Kaysville City
23 East Center Street
Kaysville, Utah 84037
Via email: rjudd@KaysvilleCity.com

Subject: Proposal to develop FTTP feasibility study

Dear Ryan:

I enjoyed learning about your interest in exploring the feasibility of constructing a fiber-to-the-premises (FTTP) network in Kaysville City. As we discussed, CTC Technology & Energy (CTC) is pleased to present this proposal to support the City with an FTTP feasibility study that meets the requirements of the Utah State Code.¹

As a matter of philosophy, CTC is a public interest-focused consultancy. We work exclusively for public, cooperative, and other non-profit entities and have no financial relationships with equipment manufacturers, construction companies, or systems integrators. We will be your independent, objective adviser—and will be guided by your goals, priorities, and risk tolerance.

Our recommendations and insights are based on each individual client's needs, objectives, and market situation. We perform custom research and analysis for each client—and, as a result, limit our engagements to ensure that each client receives our full attention.

We will complete the study, including the required public hearings, within 180 days of receipt of notice to proceed.

Scope of Work

1. Conduct a strategic workshop

We will initiate the project by conducting a strategic workshop in which we establish a shared understanding of the City's goals, review the feasibility study requirements under Utah Code,

¹ Please note that CTC does not provide legal advice.

review the City's prior analysis and FTTP cost estimate, and review our approach to analyzing the feasibility of deploying FTTP to serve residents and businesses.

As an element of this strategy session, we will present a high-level narrative analysis of various potential business models for the City's consideration—including the Westminster, Md., model (municipal fiber with private operations), and the Ammon, Id., model (municipal fiber with private competition at layer 3). We will explore the models with the workshop participants, with a goal of selecting one model—likely focused on reducing the City's risk to the greatest extent possible—that will be the basis for our feasibility analysis.

We will review bonding and other feasibility requirements under State Code with the City's financial and legal representatives (in particular the challenges of using revenue bonds based on the projected broadband revenues).

We will also review whether the City might benefit from conducting market research to gauge residents' interest in obtaining broadband services. (See Attachment A for more details.)

2. Conduct a high-level review of available residential and small business broadband services

We will analyze the current competitive environment for broadband services in Kaysville City. We will explore the residential and small business sectors, with an emphasis on understanding availability and uncovering issues related to service gaps.

In this task, we will seek to document what providers are active in the area, what services are available, and what residents and businesses pay for varying levels of service. Our assessment of the competitive landscape, based on publicly available information, will include:

- Developing a list of current residential and small business broadband providers, including the fees they charge for services
- Identifying mid-range services tailored to the small and start-up business market
- Performing a comparative evaluation of the incumbent systems, with available data, to determine capability to meet residential and small business broadband needs
 - Service characteristics
 - Monthly recurring costs
 - One-time costs
 - Limitations and issues

3. Review City estimates for the cost of a FTTP deployment

We have prepared FTTP designs and cost estimates for various jurisdictions. We will compare the City's projected FTTP implementation costs with estimates CTC has prepared for other

communities and discuss whether the City's estimates appear low or high. In the financial projections we will show the sensitivity of the cost estimate to the projections.

4. Develop business cases and financial analysis for FTTP deployment

As we have done for public sector broadband networks nationwide, we will develop a business case and financial analysis model for the City's deployment of FTTP to serve residential and business customers. We will focus on the City's selected model, based on the outcome of our discussions with the City during the strategic workshop.

In this analysis, we will seek to determine what residential take rate (i.e., the percentage of customers passed by the fiber infrastructure that choose to purchase services) the City's fiber enterprise would need to achieve—and sustain—in order to break even.²

We will support our analysis with insights we have developed working with local governments in other markets. Importantly, we will provide our assessment of whether the City's required take rate is realistic—again, based on our knowledge of similar scenarios in other markets, particularly the take rates achieved by public sector overbuilders in other communities.

This high-level financial analysis will be based on the City's system-level designs and related cost estimates. It will include a range of likely costs, including:

- Financing
- Operations
- Maintenance

We will outline operational attributes and processes including policies, staffing levels, maintenance agreements, and other considerations. We will pay particular attention to back-office and other operating requirements, as well as working capital projections. We will discuss a strategy for fiber maintenance and management based on best practices.

The model will include an overall analysis of viable potential services and will provide:

- Sensitivities of key assumptions including, but not limited to:
 - Customer segmentation and market penetration
 - Pricing
 - Tiered revenue structures
 - Operating costs
 - Staffing levels

² As an option, we can conduct market research of residents regarding their use of and demand for broadband and other connectivity services. See Attachment A.

- Base, best, and worst-case analysis

The pro forma will follow accounting standards and will provide schedules that detail:

- Operating income and cash flow
- Net present value analysis
- Subscriber revenue by service
- Subscriber revenue by customer/customer class
- Debt service analysis
- Reserve fund requirements
- Uses and sources of funds
- Operating expenses
- Operational savings
- Depreciation summary
- Projected construction costs for network, hardware, buildings and other equipment
- Return on investment (ROI)

All assumptions and price sensitivities will be clearly stated and justified. The financial model will provide the City with order-of-magnitude estimates of the overall project operating costs and will support the implementation roadmap by providing inputs for potential business models, financing options, and partnering opportunities.

In addition to our narrative report, we will provide the City with a detailed Excel workbook that includes all underlying data and assumptions and can be manipulated to illustrate the impact of changing costs or revenue on the network's potential income statement.

5. Prepare a written feasibility report

We will prepare a comprehensive feasibility study that recommends a strategic approach and a roadmap of concrete actions for the City's consideration. The report will include all the data, insights, and recommendations developed in the previous tasks. It will provide the City with data and insights it needs for potential future negotiations with a private sector partner, if that is the direction the City chooses.

We will provide the City with an electronic draft of our report, which will include a concise narrative supported by tables, graphics, and maps as appropriate. We will incorporate feedback from reviewers and deliver an electronic version of the final report.

We will present the report at two public hearings as specified in Utah Code and at a City Council session.

Fees

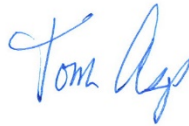
CTC proposes to perform the professional services described in the scope of work above for \$37,500, including travel.³ The cost for the optional market research task is \$33,900 (see Attachment A).

We will bill our work, as well as any additional assigned tasks (including telephone consultations) at the following hourly rates:

Labor Category	Rate
Chief Technology Officer	\$200
Director of Business Consulting	\$200
Principal Engineer/Analyst	\$180
Project Engineer/Analyst	\$160
Senior Engineer/Analyst	\$145

Please do not hesitate to contact me with questions or comments about our proposal. We look forward to the opportunity to work with you and your colleagues on this important initiative.

Best Regards,



Tom Asp | Principal Analyst

³ Includes four trips (i.e., strategic workshop, council meeting, and two public hearings). Travel is billed at cost with no mark-up.

Attachment A: Optional Market Research

To document the community's interest in broadband service—and to assess this project's potential benefits and risks to the City—we will prepare and mail a residential market survey, analyze the results, and then produce a separate report on the findings together with an updated financial analysis.

Our goal will be to obtain statistically valid, quantitative data on the current and potential future use of broadband by residents of Kaysville City. Our survey methodology will be designed to identify issues related to the demand and needs of the potential user groups and stakeholders. We will seek to identify differences among users based on a range of differentiating factors.

You will have an opportunity to review and edit the survey instrument.

Administer residential survey (mail)

The residential market research that we propose is specifically designed to estimate demand for voice, video, and data service, and to gather insight on a range of issues that will impact the City's plans by:

- Providing statistically valid market data to assist in identifying the potential market for broadband—as well as the risk that the market is not sufficiently large
- Estimating the possible take rates
- Establishing residents' needs and concerns
- Understanding customer satisfaction as well as perceptions of current prices and service attributes offered by the existing providers
- Understanding the overall market demand for communications services
- Quantifying the use of high-speed connectivity in the county
- Determining the number of residents subscribing to a service where it is available, and identified in varying smaller geographies
- Gauging demand for alternative broadband services
- Understanding the potential impact of competition from incumbent operators and new technologies

To obtain statistically valid results we will mail a written survey to approximately 2,400 randomly selected Kaysville City residents; our sample size is chosen with a goal of obtaining 380 valid responses (a 16 percent response rate) to yield a 5 percent confidence interval at the 95 percent probability level.

The survey will require an estimated 10 minutes to complete. To encourage participation, the survey will be printed as a booklet (which enhances readability) and mailed in a non-standard sized envelope (which increases the likelihood that it will be noticed and opened by the

recipients). We will manage all aspects of survey distribution, return mailing, processing, and data analysis.

The residential survey will be designed to collect the following specific responses:

- Basic demographics of the respondent
- Respondent's income
- Number and ages of household residents
- Computer availability and usage rates
- Customer loyalty to existing services
- Satisfaction with current connectivity services and prices
- Interest in broadband services
- Internet/email use, service, cost, and time since connected
- Use of cable television services
- Use of telephone services
- Use of IP-based video and voice services
- Desired new services
- Motivation to switch communications service providers
- Perceived value of new voice, video, and data services
- Relationship of price vs. willingness to switch providers

In addition to traditional survey questions, we recommend including:

1. Questions on importance of service attributes versus satisfaction with services. Most surveys only ask for respondents' satisfaction level. Asking questions to determine the importance of aspects of their service allows for an evaluation of whether and where the private provider market is meeting or failing to meet consumers' needs.
2. Questions directed to what the respondents believe City's role should be in promoting internet access. If a large majority of residents are skeptical of your involvement, for example, that is an important piece of data for decision-makers.
3. Questions regarding respondents' willingness to switch services for a range of alternative pricing and service scenarios. We believe that the answers to these questions assist in predicting price points and market share.

Analyze survey results

Survey responses will be entered into a database format and analyzed. The raw data will be reviewed and processed following our standard data-cleaning protocol. This might include coding

missing responses, establishing new response categories, verifying skip logic, and other steps necessary to ensure a clean and valid dataset.

The residential survey data will be weighted by the age of the respondent to minimize any age bias in the survey results. Because younger residents are much less likely to respond to surveys, “weighting” the survey responses based on the actual (Census) distribution of adult population by age cohort is necessary to minimize response bias. This is especially true for surveys regarding technologies and applications that may be more widely adopted by younger residents than by older residents.

Residential data analysis will include, at minimum, development of frequency tables for all responses and selected cross-tabulations and/or comparisons of mean ratings by geographic area and key demographics. Examples of key cross-tabulations that may be evaluated include:

- Internet connection type by age of respondent
- Internet connection type by geography (urban/suburban/rural or congressional district)
- Internet uses by business type (industry classification)
- Internet connection type by business size
- Satisfaction with vs. importance of Internet service characteristics
- Use of telecommuting or distance learning by home Internet connection type

Additionally, we will seek to identify key target segments by examining demographic, income, or other relevant drivers. The level of analysis completed will depend on the number of responses and the characteristics of the data collected.

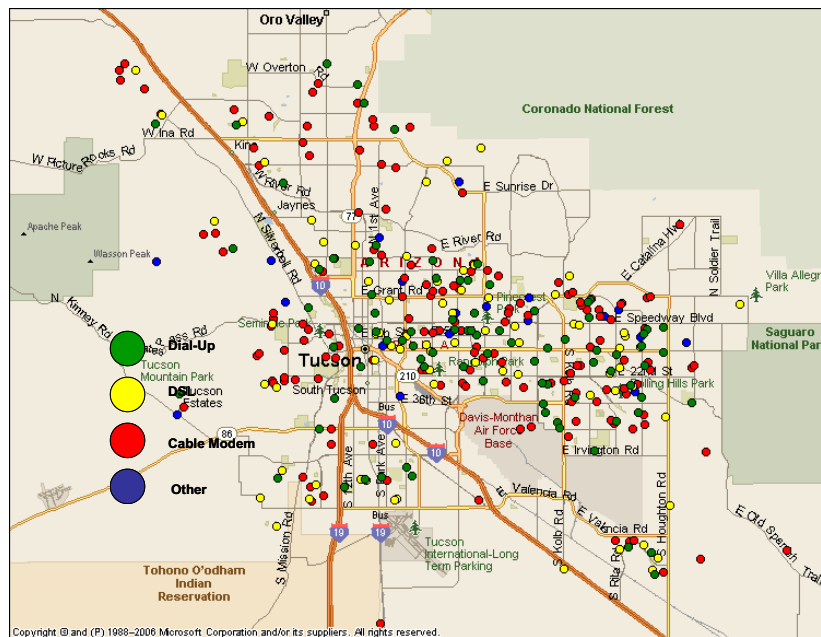
For example, cluster analysis and/or classification trees can be used to segment and profile residents according to their needs or perceptions, and a gap analysis can help us evaluate whether and where the broadband Internet marketplace is meeting or failing to meet expectations for attributes that are important to respondents. That is, including questions about the level of importance respondents assign to various aspects of their service, along with the level of satisfaction with those service aspects, enables us to identify in what areas providers are meeting or failing to meet customers’ expectations. An example of this analysis is shown in the following table.

Figure 1: Sample Gap Analysis

	Mean Importance	Mean Satisfaction	GAP < -- >	Significance?
Price (n=345)	7.9	7.2	-0.7	Expectations not met
Local office (n=322)	5.0	6.4	1.4	Expectations exceeded
Connection speed (n=343)	8.3	7.6	-0.7	Expectations not met
Connection reliability (n=308)	9.0	8.6	-0.4	Not significant

We will also develop maps to provide additional insights regarding broadband availability and other parameters. The example below depicts potential broadband availability gaps in the City of Tucson, where we conducted comparable research.

Figure 2: Sample: Results Mapping



Prepare report with updated financial analysis

We will prepare a written report that describes the survey process, results, and analysis. The report will include a detailed narrative analysis, supported by extensive tables and charts that illustrate the survey findings, as well as an updated financial analysis of the project based on the survey findings.

Attachment B: CTC's Qualifications

Experience and Expertise

CTC offers extensive experience and expertise in all aspects of strategic and business planning, feasibility studies, needs assessment, and network engineering. We have developed broadband business strategy—including market surveys, business plans, engineering analyses, and financial pro formas—for public sector clients nationwide, including the cities of Atlanta, Palo Alto, Raleigh, San Francisco, Santa Cruz, and Seattle.

Many of our engagements have focused on low-risk non-profit and public sector strategies to expand existing broadband infrastructure to close the digital divide, promote economic development, enhance the availability of high-bandwidth services to local businesses, and increase broadband competition.

We specialize in helping local governments and municipal utilities develop phased approaches for implementing fiber networks to meet their needs; we are particularly experienced with helping to develop strategies for risk sharing among multiple partners, including, in some cases, for-profit service providers that utilize publicly owned assets. Our goal in these engagements is to develop strategies in which the service provider partner shares the risk of expanding a network to serve the public sector's broader needs. In these engagements, too, we are vigilant about protecting our public sector clients' interests and managing their risk with respect to partner financing and operations.

Thought Leadership

We are also thought leaders in the range of business and technical issues around non-profit and public sector broadband deployment. CTC principals Joanne Hovis and Andrew Afflerbach authored "Gigabit Communities," an independent white paper on gigabit-facilitation strategies commissioned by Google.⁴ Ms. Hovis co-authored "The Emerging World of Broadband Public–Private Partnerships: A Business Strategy and Legal Guide" (published by the Benton Foundation).⁵

Ms. Hovis has testified multiple times before committees of the United States Congress on topics regarding the economics of broadband deployment, particularly in rural areas. Most recently, she presented testimony before the U.S. House of Representatives' Committee on Energy and

⁴ See www.Gigabit-Communities.com. This work was supported by Google in furtherance of CTC's broadband advocacy mission. Under the terms of the relationship with Google, CTC's analysis was entirely independent and focused on promoting public sector and non-profit needs, rather than those of Google or any other network deployer. We are proud of our strong working relationship with Google Fiber, but maintain independence as part of our mission to serve non-profit and public sector clients.

⁵ <https://www.benton.org/sites/default/files/partnerships.pdf>

Commerce, Subcommittee on Communications and Technology, on “Broadband: Deploying America’s 21st Century Infrastructure.”⁶

Ms. Hovis and Dr. Afflerbach co-authored, with the New America Foundation’s Open Technology Institute, a report on local broadband networks: “The Art of the Possible: An Overview of Public Broadband Options.”⁷ That study was cited in the White House report on municipal fiber networks, “Community-based Broadband Solutions: The Benefits of Competition and Choice for Community Development and High Speed Internet Access.”⁸

Dr. Afflerbach’s study on the likely deployment costs of building fiber optics to every school and library in the nation was cited and relied upon by the FCC in its E-rate modernization order of 2015.

Ms. Hovis, Dr. Afflerbach, and other CTC staff have also authored guides on community fiber development for the Utilities Telecommunications Council, and the Tennessee Valley Public Power Association. These and other key documents are available in the library on our website.⁹

[Commitment to Meeting Our Clients’ Needs](#)

We have a robust roster of national and international clients, and our workload reflects that success. As we have proven over the past three decades, however, we are adept at managing our clients’ needs and our staffing levels. We pride ourselves on our track record of completing projects on time, regardless of the size or complexity of the tasks at hand. We commit to providing an exceptional level of service and to meeting your timeline.

Engaging with CTC means receiving customized analysis and the level of time, consideration, and care required to provide you with the answers you need. This level of service is complemented by our proven ability to communicate our findings and recommendations—in high-quality written reports and engaging in-person presentations—to decision-makers, elected officials, citizens, and other interested project stakeholders.

⁶ <http://www.ctcnet.us/blog/ctc-president-joanne-hovis-testifies-before-u-s-house-subcommittee-broadband-deploying-americas-21st-century-infrastructure/>

⁷ <http://www.ctcnet.us/publications/the-art-of-possible-an-overview-of-public-broadband-options/>

⁸ http://www.whitehouse.gov/sites/default/files/docs/community-based_broadband_report_by_executive_office_of_the_president.pdf

⁹ www.CTCnet.us/library

Attachment C: Project Manager

Tom Asp, MBA, *Principal Analyst*, will be the project manager and will lead the business analysis and financial planning tasks. He is regarded as one of the premier analysts in the United States in the field of municipal planning and deployment of broadband systems to meet economic development, digital inclusion, and other needs.

Mr. Asp has more than 25 years of nationwide experience as an engineer and analyst in communications and public power systems. His experience includes telecommunication system design and evaluation of network feasibility.

Mr. Asp has developed financial statements and prepared quantitative business plan analyses for numerous municipal and utility clients nationwide and is widely recognized as an expert in municipal broadband business and strategic planning. Mr. Asp has served as lead for more than 100 local government broadband projects during his career—both with CTC and, previously, as a partner at the public accounting firm Baker Tilley—and brings a wealth of practical fiber optic business planning experience to his projects.

STAFF REPORT



COUNCIL MEETING DATE: January 3, 2019

ITEM NO.: 6 b.

TYPE OF ITEM: Work

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: UTA Request Discussion

EXECUTIVE SUMMARY:

The Utah Transit Authority (UTA) has requested more land around their bus stop along the side of the Kaysville Fire Department building. They are open to purchasing land, having land donated, or an easement or other legal means by which they can expand the stop to accommodate those with disabilities. It is recommended that we do not divest ourselves of any land simply because we don't know what the future holds. But we would recommend that we grant UTA an easement to use the property to alter the bus stop according to their plans. We believe this would best serve the residents that use this bus for commuting and other purposes and would allow Kaysville City to continue to be a good partner with UTA.

Council Options: Discuss the proposal from UTA. Gain council consensus. Move this item to a future Action item with instructions on how to proceed.
Refuse to grant any property to UTA

Recommendation: At this time Staff recommends moving this item to Action with the recommendation that Staff prepares an easement agreement with UTA.

Fiscal Impact & Fund Source for Recommended Action:

This agreement with UTA should not have a fiscal impact on the city.

Attachments: Materials from UTA showing their plans for the bus stop.

RIGHT OF WAY CONTRACT <i>Easements Only</i>			
Project No:	MSP15618	Parcel No.(s):	301372
Project Location	MSP 156 Davis Prop 1		
County of Property	Davis	Tax ID / Sidwell No:	11-108-0133
Property Address:	175 South Main Street Kaysville, UT, 84037		
Owner / Grantor (s):	Kaysville City Corporation		
Owner's Address:	23 East Center Street, Kaysville, UT, 84037		
Owner's Home Phone	801-497-7007	Owner's Work Phone	801-497-7007

IN CONSIDERATION of the foregoing and other consideration hereinafter set forth, it is mutually agreed by the parties as follows:

The Owner/Grantor hereby agrees to convey an easement across a portion of the property located at 175 South Main Street Kaysville, UT, 84037 , which portion is more particularly described on Exhibit A hereto (the “Property”), to the Utah Transit Authority, also known as Transit District of Utah (“UTA”), for the amount of \$2,150.00.

1. Upon signing this Right of Way contract, Owner consents to allow UTA to enter the Property in order to conduct any necessary testing (such as environmental or geotechnical), surveying, or other due diligence.
2. Owner shall leave the Property in the same condition as it was when this contract was signed. No work, improvement, or alteration will be done to the Property other than what is provided for in this Contract. Owner agrees to maintain the Property until UTA takes possession. Owner agrees not to sell the Property to anyone else, or to enter into any contract that will affect the use of the Property.
3. The easement on the Property will be conveyed from Owner to UTA by Easement, in the form attached hereto as Exhibit B.
4. Owner understands that at Closing UTA may pay the full amount of \$2,150.00 directly to Owner. **In that event, it is Owner’s responsibility to understand and fulfill any obligations to lienholders, mortgagees, or others who may have an interest in the Property or the proceeds from the easement conveyance.**
5. This Right of Way Contract contains the entire agreement between Owner and UTA, and it shall be governed by the laws of the State of Utah. The undersigned represent and warrant that he/she/they have authority to sign on behalf of Owner.
6. Upon execution of this contract by the parties, Grantor(s) grant UTA, its contractors, permittees, and assigns, the right to immediately occupy and commence construction and other necessary activity on the easement property acquired for the bus stop amenities

Total Settlement: \$2,150.00

Owner understands and acknowledges that this Contract is not binding until approved by the UTA Project Manager and the UTA Senior Program Manager Owner’s Initials _____

IN WITNESS WHEREOF, the parties have executed this Contract as of this the ____ day of _____, 201_.

Owner/Grantor			
_____	_____	_____	_____
Acquisition Agent	Date		
_____	_____	_____	_____
Manager of Right-of-Way	Date	Owner/Grantor	Date
_____	_____	_____	_____
UTA Project Manager	Date	Owner/Grantor	Date
_____	_____		
Senior Program Manager	Date		

OFFER TO PURCHASE RIGHT OF WAY			
Project No:	MSP15618	Parcel No.(s):	301372
Project Location	MSP 156 Davis Prop 1		
County of Property	Davis	Tax ID / Sidwell No:	11-108-0133
Property Address:	175 South Main Street Kaysville, UT, 84037		
Owner / Grantor (s):	Kaysville City Corporation		
Owner's Address:	23 East Center Street, Kaysville, UT, 84037		
Owner's Home Phone	801-497-7007	Owner's Work Phone	801-497-7007

The Utah Transit Authority hereby makes you an offer of

\$2,150.00

THIS IS NOT A CONTRACT. This document is merely an offer to purchase for the amount indicated above. The Utah Transit Authority, also known as Transit District of Utah, declares that this offer has been established by the UTA as Just Compensation and is in accordance with applicable State laws and requirements. Just Compensation is defined as the fair market value of the property acquired. This amount is based on the land, improvements and any fixtures considered to be real property.

This is not a contract to purchase your property - it is merely an offer to purchase for the amount indicated above. Please sign below indicating you have received this offer and statement of just compensation. Your signature is for the purpose of verifying that you have actually received an offer. It does not mean that you have accepted the offer; nor does it prevent you from having the value of your property determined through Condemnation proceedings in the event you do not accept the offer. Information regarding your rights is explained in the ***Salt Lake County, Utah County & Weber County Transit Projects Right-of-Way Acquisition and Relocation Assistance Brochure.***

Receipt: Please sign below to indicate you have received the following documents:

- | | |
|-----|---|
| N/A | <i>Ombudsman's Brochure "Your Guide to Just Compensation" (not being acquired by eminent domain)</i> |
| N/A | Executive Summary / Property Owner Rights (not being acquired by eminent domain) |
| X | Statement of Just Compensation |
| X | Offer to Purchase |
| N/A | Agency Disclosure (offer extended by UTA not a brokered service) |

_____	_____	_____	_____
Owner / Grantor	Date	Owner / Grantor	Date

Shelley Nielsen, Acquisition Agent			

Exhibit A

Legal Description

A portion of the Grantor's Property as defined in that certain Quit Claim Deed recorded October 8, 2010, as Entry 2558460, Book 5126, Page 3, on file at the Davis County, Utah Recorder's Office, situate in the Southeast Quarter (SE 1/4) of Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Commencing at a found Brass Cap street monument at the intersection of Main Street and Center Street; thence South 837.13 feet; thence East 346.04 feet to a point on the northeasterly right-of-way line of said Main Street (SR-273), said point also being North 89°12'15" West 224.50 feet along the south right-of-way line of 100 South Street and South 201.78 feet from the Northeast Corner of Block 6, Plat C, Kaysville Townsite Survey; said point also being North 59°21'05" East 889.58 feet from a found Brass Cap witness corner in the top of curb on the north side of 250 South Street, said corner being witness to the North Quarter (N 1/4) of Section 3, Township 3 North, Range 1 West, Salt Lake Base and Meridian, said point also being the **Point of Beginning**;

Thence departing said right-of-way line North 49°03'25" East 5.88 feet; thence South 40°56'35" East 23.00 feet; thence South 49°03'25" West 5.81 feet to a point on said right-of-way line; thence along said right-of-way line North 41°07'13" West 23.00 feet (Southeast record per deed) to the **Point of Beginning**.

The above-described portion contains 134 square feet.

Exhibit B

WHEN RECORDED, MAIL TO:
Utah Transit Authority
Real Estate Department
669 West 200 South
Salt Lake City, Utah 84101

EASEMENT

Tax ID No. 11-108-0133
Parcel No. 175 South Main Street
Stop ID 301372

Project Name: Davis Prop 1 – 175 South Main Street

KAYSVILLE CITY CORPORATION, Grantor, hereby GRANTS AND CONVEYS to UTAH TRANSIT AUTHORITY, also known as Transit District of Utah, a large public transit district organized pursuant to Utah law, with the address 669 West 200 South, Salt Lake City, Utah 84101, Grantee, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, a perpetual nonexclusive easement upon, along and across a portion of Grantor's property, more fully described below. Such easement is granted for the following purposes: (a) construction, maintenance, reconstruction, operation, relocation, removal, and/or upgrade of bus passenger amenities, including but not limited to, concrete or pavement, shelter, bike rack, bench, and other necessary or desirable improvements, equipment, accessories and appurtenances, and (b) to permit pedestrian access for the use of the public, together with the right of ingress to and egress from, and use of the bus passenger amenities and/or sidewalk adjacent to or near the easement. The Easement shall run with the real property and shall be binding upon the Grantor and the Grantor's successors, heirs and assigns. The easement property is described as follows:

Legal Description

A portion of the Grantor's Property as defined in that certain Quit Claim Deed recorded October 8, 2010, as Entry 2558460, Book 5126, Page 3, on file at the Davis County, Utah Recorder's Office, situate in the Southeast Quarter (SE 1/4) of Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Commencing at a found Brass Cap street monument at the intersection of Main Street and Center Street; thence South 837.13 feet; thence East 346.04 feet to a point on the northeasterly right-of-way line of said Main Street (SR-273), said point also being North 89°12'15" West 224.50 feet along the south right-of-way line of 100 South Street and South 201.78 feet from the Northeast Corner of Block 6, Plat C, Kaysville Townsite Survey; said point also being North 59°21'05" East 889.58 feet from a found Brass Cap witness corner in the top of curb on the north side of 250 South Street, said corner being witness to the North Quarter (N 1/4) of Section 3, Township 3 North, Range 1 West, Salt Lake Base and Meridian, said point also being the **Point of Beginning**;

Thence departing said right-of-way line North 49°03'25" East 5.88 feet; thence South 40°56'35" East 23.00 feet; thence South 49°03'25" West 5.81 feet to a point on said right-of-way line; thence along said right-of-way line North 41°07'13" West 23.00 feet (Southeast record per deed) to the **Point of Beginning**.

The above-described portion contains 134 square feet.

Exhibit B

Page 2

Parcel No. 175 South Main Street

Stop ID 301372

Project Name: Davis Prop 1 – 175 South Main Street

BASIS OF BEARING

North 89°12'05" West 936.57 feet, being the bearing of the monument line of Center Street between a found Brass Cap street monument at the intersection of Center Street and Main Street and a found Nail and Washer at the intersection of 200 West Street and Center Street.

End of description.

IN WITNESS WHEREOF, said Katie Witt and Maria Devereux has caused this instrument to be executed by its proper officers thereunto duly authorized, this ____ day of _____, A.D. 2018.

STATE OF) KAYSVILLE CITY CORPORATION

) ss.

COUNTY OF)

Katie Witt

Mayor

Maria Devereux

City Recorder

On the date first above written personally appeared before me, Katie Witt and Maria Devereux who being by me duly sworn did say, each for themselves, that she, the said Katie Witt is the Mayor, and she, the said Maria Devereux, is the City Recorder of KAYSVILLE CITY CORPORATION, and that the within and foregoing instrument was signed in behalf of said KAYSVILLE CITY CORPORATION and said Katie Witt and Maria Devereux each duly acknowledged to me that said corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public

STATEMENT OF JUST COMPENSATION

Project No:	MSP15618	Parcel No.(s):	301372
Project Location	MSP 156 Davis Prop 1		
County of Property	Davis	Tax ID / Sidwell No:	11-108-0133
Property Address:	175 South Main Street, Kaysville, UT, 84037		
Owner / Grantor (s):	Kaysville City Corporation		
Owner's Address:	23 East Center Street, Kaysville, UT, 84037		
Owner's Home Phone	801-497-7007	Owner's Work Phone	801-497-7007

The following information is the basis for the amount estimated by the Utah Transit Authority, also known as Transit District of Utah (UTA), to be Just Compensation:

Ownership Size: 1.76

TYPE OF INTEREST	PARCEL NO.	SIZE OF PARCEL	PRICE/ SQ.FT.	FACTOR	VALUE
Fee					\$
Perpetual Easement	301372	134	\$11.00	75%	\$1,106.00
Improvements / Buildings:					\$
Improvements / Other Sod w/Sprinkler	301372	134	\$2.00		\$268.00
Improvements / Other One (1) Tree	301372	1	\$750.00		\$750.00
Cost to Cure					\$
Less: Special Benefits					\$
					\$
List any Improvements that will be replaced/or constructed as part of project:					
		Total (Rounded)			2,150.00

The UTA declares that this offer is the amount that has been established by the UTA as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages to the remaining property, less any benefit that may accrue to said property by reason of the construction of the project.

DATE

Shelley Nielsen, Right-of-Way Acquisition Agent

INITIAL INTERVIEW

Partial Acquisition & Easements

Project No:	MSP15618	Parcel No.(s):	301372
Project Location	MSP 156 Davis Prop 1		
County of Property	Davis	Tax ID / Sidwell No:	11-108-0133
Property Address:	175 South Main Street, Kaysville, UT, 84037		
Owner / Grantor (s):	Kaysville City Corporation		
Owner's Address:	23 East Center Street, Kaysville, UT, 84037		
Owner's Home Phone	801-497-7007	Owner's Work Phone	801-497-7007

Date of initial meeting: 12-4-18

Acquisition Process: Issues to be discussed with the property owner:

1. Give owner brochures, copy of property owner rights and fill out information sheet
2. Explain valuation process:
 - ▲ a. UTA acquires based on appraised value
 - ▲ b. Appraisal / Compensation Estimate is generally done by a right of way agent or an appraisal firm.
 - N/A c. You may accompany the appraiser during the evaluation if an appraiser is used.
3. Time Frame for the acquisition process will be approximately 45 – 90 days
4. Closing process
 - N/A a. Title company may be used to close the transaction
 - ▲ b. A Deed will transfer property to UTA

Improvements: If there are there improvements on site discuss the following issues:

5. Are there any fixtures on the property they may want to keep?

Appliances: stove, fridge, freezer, softener: _____

Shelving, work benches, sheds or outside amenities: _____

Hot tub, fencing, etc: _____

Other: _____

December 4, 2018

Kaysville City Corporation
23 East Center Street
Kaysville, UT 84037

Dear Property Owner,

The Utah Transit Authority (UTA) has prepared an offer to purchase a portion of your property located at 175 South Main Street (301372). The portion of your property needed by UTA has been valued using standard appraisal methods. Based on those methods, the Utah Transit Authority hereby makes an offer to purchase your property for **\$2,150.00.**

We have included a written offer with this letter, which we ask that you sign simply to confirm that you received it – signing the offer does not indicate that you have accepted it. Additionally, we have enclosed the following documents for your review, which should help you understand our offer, as well as the acquisition process:

- Offer to Purchase
- Statement of Just Compensation
- Right of Way Contract
- Map and legal description

Further, I will be pleased to visit with you or your representative to discuss the offer and to answer any questions you might have about the process.

Although this letter is provided as part of an attempt to negotiate with you for the sale of your property or an interest in your property without using the power of eminent domain, , the person negotiating on behalf of the entity is required to provide the following disclosures to you.

1. You are entitled to Just Compensation for your property.
2. You are entitled to an opportunity to negotiate with the agency over the amount of compensation for your property before any legal action is filed.
 - a. You are entitled to an explanation of how the compensation offered for your property was calculated.
 - b. If an appraiser is asked to value your property, you are entitled to accompany the appraiser during an inspection of the property.

If you would like to accept our offer and convey your property and/or easements to UTA for the price indicated above, please review and sign the enclosed Right of Way Contract. Once UTA has reviewed and approved the Right of Way Contract, closing documents will be prepared.

A closing agent in our department or a title company's closing agent will handle the closing, including the payoff of all liens against the property. After the Utah Transit Authority receives all the signed documents, including a signed and notarized deed, a check will be issued to you. If you have questions about the closing or acquisition process, please contact me at your earliest convenience.

On behalf of the Utah Transit Authority, I look forward to working with you on this acquisition.

Shelley Nielsen
Acquisition Agent
Utah Transit Authority

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
--------------	-------------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Project Number: MSP 156 Davis Prop 1
Parcel Number: 301372
Tax ID 11-108-0133
Grantor(s): Kaysville City Corporation

RIGHT OF WAY DONATION

Kaysville City Corporation acknowledges that it has been fully informed by Utah Transit Authority of its right to receive just compensation for the right of way parcel Easement noted above, and does hereby agree to voluntarily donate said Easement property to the Utah Transit Authority without compensation, and to deliver properly executed Easement deed, with any and all releases necessary to provide title clear of financial encumbrances. Further, Kaysville City Corporation acknowledges that its designated representative was given an opportunity to, review and accept the Administrative Compensation Estimate for value of the property being donated.

Signed By: _____,
As the grantor

On this ____ day of _____, 20____.

STATE OF UTAH)
)s
COUNTY OF)

On the ____ day of _____, 20 __, personally appeared
before me _____ the signer(s) of the within instrument, who duly acknowledge to me that
they/he/she executed the same.

My commission expires

Notary Public



No.	Date	By	Revision

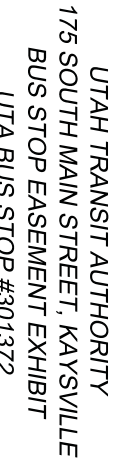


REDCON, INC.
LAND SURVEYING
25 SOUTH MAIN, SUITE 200
CENTERVILLE, UTAH 84014
(801) 298-2401 FAX (801) 298-2024



UTA
UTAH TRANSIT AUTHORITY

DESIGNED BY :	JH
DRAWN BY :	BEY
CHECKED BY :	
REVISED BY :	



UTAH TRANSIT AUTHORITY
175 SOUTH MAIN STREET, KAYSVILLE
BUS STOP EASEMENT EXHIBIT
UTA BUS STOP #301372

SCALE :	1" = 20'
CADD FILENAME :	418001
SUBMITTAL DATE :	11/3/2018
SHEET NO. :	1 OF 1