



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, January 17, 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 Mayor Katie Witt
2. RECOGNITIONS AND PRESENTATIONS
 - a. Impact Fee 101, Capital Facilities Plan – Fred Philpot, LYRB
3. DECLARATIONS OF CONFLICTS OF INTEREST
4. CONSENT ITEMS
 - a. Minutes from January 3, 2019
 - b. Minutes from May 17, 2018
 - c. Power Commission Appointments
5. ACTION ITEMS
 - a. Preliminary plat approval for Charly's Acres #2 Forth Amended Subdivision at approximately 2100 West 200 North – Terraventure Development.
 - b. Rezone 0.71 acres of property at 2062 South 450 East from R-1-20 (Single Family Residential) to the R-1-14 (Single Family Residential) zoning district – Casey Brown.
 - c. Right of Way (ROW) Easement to UTA
 - d. Fiber Feasibility Study and Operation Plan
6. CALL TO THE PUBLIC - 3 Minute time-limit, must sign up in person.
7. COUNCIL MEMBER REPORTS
8. CITY MANAGER REPORT
9. ADJOURNMENT

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

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on January 15, 2019.

Maria T. Devereux
Maria T. Devereux
City Recorder



KAYSVILLE CITY REDEVELOPMENT AGENCY BOARD MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Redevelopment Agency Board will hold a special meeting on Thursday, January 17, 2018 at 8:00 p.m. or as soon thereafter as the City Council meeting adjourns, in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, Utah.

The agenda shall be as follows:

1. Opening
2. Sales Agreement for City property.
3. 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 Recorder at (801) 497-7008.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall, the City website and have emailed copies to media representatives on January 15, 2019.

Maria T. Devereux

Maria Devereux/City Recorder



KAYSVILLE CITY COUNCIL

DRAFT

Meeting Minutes

DRAFT

Meeting Minutes of the January 3, 2019 Kaysville City Council Meeting.

Present: Mayor Witt, Council Member Barber, Council Member Page, Council Member DeCaire, Council Member Garn, and Council Member Adams.

Others present: City Manager Shayne Scott, Chief Sol Oberg, City Recorder Maria Devereux, Public Works Director Josh Belnap, Community Development Director Lyle Gibson. Record of attendees unavailable. Roster unsigned.

CITY COUNCIL MEETING - 7:00 PM

The opening was provided by Council Member Garn.

DECLARATION OF CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

Mayor Witt asked for a vote on the Consent Items, she noted that the Minutes from Dec. 6th were incorrectly listed as Dec. 12th and should be changed to reflect the correct date.

Council Member Adams asked to have the Fire Station Roofing item pulled for discussion.

Council Member Adams asked the age of the roof.

Cole Stephens, Parks Director noted that it is original to the structure.

Council Member Adams made a motion to accept the consent items with noted changes, second by Council Member DeCaire.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member DeCaire, Yea

The motion passes unanimously.

ACTION ITEMS

BETTER CITY AGREEMENT

Shayne Scott, City Manager, explained that t....

Shayne Scott, City Manager explained that 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 work item is to decide on how or if to continue our relationship with Better City.

Council Member Barber noted that she is in favor of the 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.

Shayne Scott noted that Adam with Better City has reviewed the attached agreement and is in accord with moving forward in the manner discussed and recommended by staff.

Council Member Garn made a motion to approve the Better City Agreement, second by Council Member DeCaire.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member DeCaire, Yea

The motion passes unanimously.

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.

Shayne Scott, City Manager explained that 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 Member DeCaire made a motion to approve the 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, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member DeCaire, Yea

The motion passes unanimously.

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)

Josh Belnap, Public Works Director explained that 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 this needs and responsibilities that exist, and exactly how they can help to better the access for City services and pedestrian/vehicle traffic.

Council Member Barber made a motion to approve Ordinance 9-2-11, second by Council Member DeCaire.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member DeCaire, Yea

The motion passes four to one.

PRELIMINARY PLAT APPROVAL OF THE RICHTER FARM SUBDIVISION 2ND AMENDMENT AT 1572 SOUTH SUNSET DRIVE – CHERYL RICHTER.

Lyle Gibson, Community Development Director explained 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. He explained that 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.

Council Member Adams made a motion to approve the Preliminary Plat for the Richter Farm Subdivision 2nd Amendment at 1572 South Sunset Drive, second by Council Member DeCaire.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member DeCaire, Yea

The motion passes unanimously.

REZONE OF 10 ACRES OF PROPERTY AT APPROXIMATELY 700 SOUTH DESERET DRIVE FROM GC (GENERAL COMMERCIAL) TO THE R-2 (RESIDENTIAL) ZONING DISTRICT.

Lyle Gibson explained that 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.

Matt Zollinger stated that he would like to see more commercial businesses in this area.

Council Member Page asked for further information of subdivided plats.

Council Member Adams made motion to table the item, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Nay
Council Member Adams, Yea
Council Member Garn, Nay
Council Member DeCaire, Nay

The motion fails three to two.

Council Member DeCaire made a motion to decline the request to Rezone of 10 acres of property at approximately 700 South Deseret Drive from GC (General Commercial) to the R-2 (Residential) zoning district, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Nay
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member DeCaire, Yea

The motion passes three to two.

Council Member Adams made a motion to take a 5 minute break, second by Council Member DeCaire and passed unanimously.

WORK ITEMS

FIBER DISCUSSION AND NEXT STEPS

Shayne Scott, City Manager noted that 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. He explained they would like to take and engage feasibility study/operational study and hopefully could get recommendations from the consultants. He noted that they have put out a survey, and over 800 people have taken survey already. He explained that there are high percentages that show that fiber is preferred in Kaysville.

Mayor Witt explained that she feels it is important to have an independent third party.

Council Member DeCaire stated that he finds it highly encouraging that the City has had over 800 responses just a short amount of time.

Council Member Barber clarified that the decision at this meeting is to bring in a third party.

Mayor Witt explained that the City would not go forward with the project if not financially viable.

Council Member Garn made a motion to move this item to an action item, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Abstain
Council Member Garn, Yea
Council Member DeCaire, Yea

The motion passes four to one.

UTA REQUEST DISCUSSION

Shayne Scott explained that 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 Member Barber made a motion to move this item to the next meeting as an Action item, second by Council Member Adams.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member DeCaire, Yea

The motion passes unanimously.

COUNCIL MEMBER REPORTS

Mayor Witt stated that the City is holding interviews for the power commission within the next few weeks. .

CALL TO THE PUBLIC

Dean Wall stated that he appreciates the council and how they really make a difference to the city.

Russel Holbrook stated that he is in favor of fiber in the city.

CITY MANAGER REPORT

CLOSED SESSION

Council Member DeCaire made a motion to enter into closed session with a 5 minute break, second by Council Member Adams.

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

Council Member Garn made a motion to close the strategy session, second by Council Member DeCaire and passed unanimously.

ADJOURNMENT

Council Member DeCaire made a motion to adjourn the meeting at 9:24PM, second by Council Member Garn and passed unanimously.



KAYSVILLE CITY COUNCIL

DRAFT

Meeting Minutes

May 17, 2018

Meeting Minutes of the May 17th Kaysville City Council Meeting.

Present: Mayor Witt, Council Member Barber, Council Member Page, Council Member Hansen, Council Member Garn, and Council Member Adams (excused).

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, Chief Sol Oberg, Finance Director Dean Storey, City Attorney Nicholas Mills, David Jones, and Dean Wall.

KAYSVILLE CITY COUNCIL MEETING – 7:00 PM

OPENING

The meeting opening was given by Council Member Barber.

RECOGNITIONS AND PRESENTATIONS

PUBLIC WORKS WEEK 2018 PROCLAMATION

Mayor Witt read the Public Works Week Proclamation and praised Public Works for their continual good work in the City. Every year National Public Works Week gets bigger and better. The number of participating municipalities continues to grow, which means the number of citizens who are exposed to the value of public works grows. He noted that one of their main goals is to educate the general public about the value and necessities of public works projects.

YOUTH CITY COUNCIL

Council Member Barber explained the role of the Youth City Council Members. She praised their efforts and acknowledged their dedication and hard work. She awarded plaques to a few members of the outgoing Youth Council.

Mayor Witt expressed appreciation to Linda Francis, Youth Advisor.

DECLARATION OF ANY CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

The Council discussed the Consent Items, a. Approval of Minutes - April 19, 2018.
b. Approval of Minutes - May 3, 2018 and c. Acceptance of Improvements for the Clifton Subdivision.

Council Member Garn made a motion to accept the consent items, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Excused
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

ACTION ITEMS

PRELIMINARY PLAT APPROVAL FOR THE MADSEN MEADOWS SUBDIVISION LOT 3 AMENDED, LOCATED AT 1833 SOUTH 200 WEST.

Andy Thompson, City Engineer explained that the applicants desire to subdivide their property at the above listed address for the purpose of creating an additional building lot. The property is just over 2 acres in size and includes 1 home on the eastern portion of the lot. The request is to create a second lot just to the west of the existing home. This changes the configuration from a single flag lot to a double flag lot. Each lot will be just over an acre in size, clearly conforming to the R-1-20 zone.

Council Member Barber made a motion to approve the Preliminary Plat for the Madsen Meadows Subdivision, second by Council Member Hansen.

No public comment.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Excused
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

WORK ITEMS

CARBON FREE POWER PROJECT

Shayne Scott explained that Kaysville City has been discussing the CFPP (Carbon Free Power Project) also known as SMRs or Small Modular Reactors for a few years now. This is UAMPS latest project proposal for resource and is targeted at those coal resources that have gone or are slowly going away as options for UAMPS cities. Some of the City Council have heard about this project before. This new technology is very safe with no carbon emissions but is in the early stages of licensing. The Department of Energy is very involved in this project. They are funding 50% of the cost to develop this new technology. Kaysville City Staff is recommending that Kaysville's participation level be 1MW at this time. There will be more opportunities to increase our share later if we desire. The power commission has approved this level of participation. Finally, Kaysville City Staff and UAMPS representatives will be present at the meeting to address any concerns raised by Heal Utah or any other groups against Nuclear as a viable resource option.

Council Member Garn made a motion to move the Carbon Free Power project to an Action Item at the next meeting, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Excused

The motion passed unanimously.

NET METERING AGREEMENT PROPOSED CHANGES

Bruce Rigby, Power Dept., explained that since updating the Kaysville City New Metering Agreement earlier this year, City Staff have come across a few areas where we would like to be more productive in the administration of this agreement. The proposal before you today is for two specific changes to the Net Metering Agreement.

- 1) The first change to the agreement implemented on January 1, 2018 is that the Net Metering customer cannot produce more kWhs than they consume during the calendar year. If they are paid for more kWhs than they consume during the year, they will have to pay Kaysville City Power and Light back over the following 6 months. This is to encourage them not to overbuild their systems.

2) The second suggested change would be to the old Net Metering agreement (all grandfathered solar customers). We would like to pay them each month for their over production (instead of waiting until the end of the year to pay them). This would save the billing staff a lot of time each month. Currently all calculations are done by hand to calculate approximate 200 bills each month in this grandfathered status. This change would eliminate the need to hand calculate those bills. The current billing system could do all of them.

He noted that if these changes are passed by the Council, a letter would be sent out to all of those customers affected by the changes within 30 days of the changes taking effect.

Council Member Page made a motion to move the Net Metering Agreement to an Action Item as proposed, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Excused

The motion passed unanimously.

BUDGET DISCUSSION

Shayne Scott, City Manager, recommended discussion at this meeting and to forward to the next meeting for adoption of the Tentative Budget for Fiscal Year 2019. He advised that budget changes may happen between now and June 21, 2018.

Shayne Scott, City Manager, advised that Dept. Heads are available for questions.

Chief Erickson advised that he is requesting three new full-time firefighters and explained his reasoning, they are short staffed many days. Chief Oberg explained the need for additional patrol vehicles and Cole Stephens, Parks Director, explained that there are many needs for facilities upkeep.

Shayne Scott encouraged the Council to ask questions in between meetings and offered to answer questions as needed.

Dean Storey gave an overall budget summary.

Mayor Witt encouraged the Council to email her as well with any questions regarding the budget.

Mayor Witt noted that Council will address the Budget at the next meeting.

HUMAN RESOURCE MANUAL REVIEW

Mayor Witt advised the Council to review the manual and if there are any changes, to address them to the next Council meeting.

Council Member Page made a motion to send this matter to the Action agenda at the next meeting, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Excused

The motion passed unanimously.

CALL TO THE PUBLIC

David Jones noted that the Net Metering Agreements need to have more specificity.

Dean Wall explained that he appreciates the City Council, and he noted that the Fire Dept. should look into roofing options.

COUNCIL MEMBER REPORTS

Council Member Barber noted that the City has invited High School students to apply for the Youth Council. She also explained that Public Works Week is May 20-21.

Shayne Scott noted that the Power Dept. received an award for safe and reliable practices. He praised their efforts.

Mayor Witt announced that the Planning Commission may have two vacancies and advised that applications are due by May 22, 2018.

Council Member Adams noted that he requested a policy discussion be put on the agenda concerning incentives that are given to new businesses. He stated that he is also concerned with stagnant contracts such as our health insurance broker, and asked that this be put out for bid again.

ADJOURNMENT

Council Member Page made a motion for adjournment at 8:40 pm, second by Council Member Garn and passed unanimously.

Maria T Devereux/City Recorder

2019 IMPACT FEE ANALYSIS

KAYSVILLE CITY, UTAH



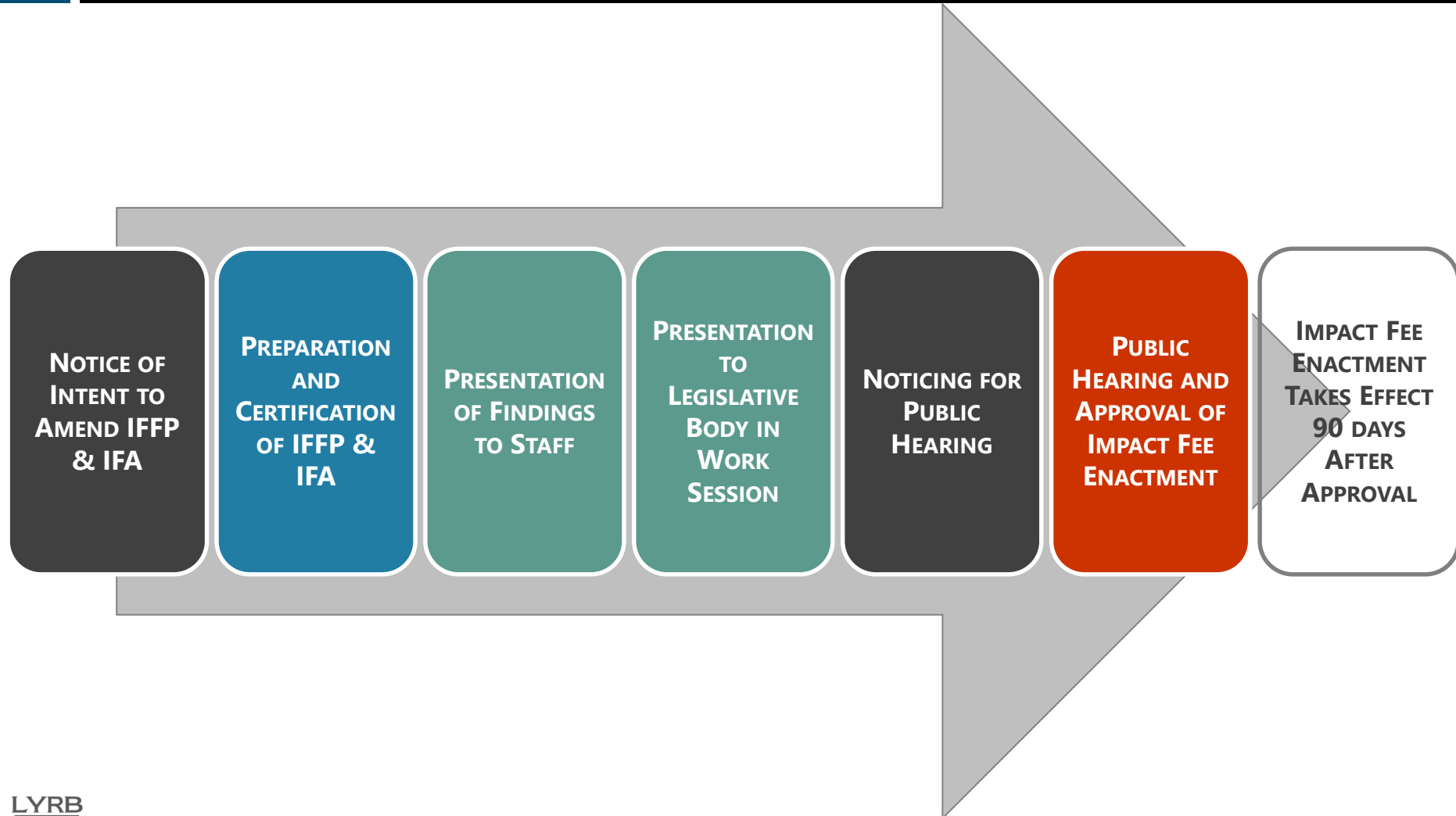
PARKS & RECREATION, PUBLIC SAFETY (POLICE & FIRE),
CULINARY WATER, TRANSPORTATION, POWER

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.
JANUARY 2019



IMPACT FEE PROCESS

2



IFFP AND IFA METHODOLOGY

3

1. Determine Existing & Future Demand within the Service Area
2. Provide Inventory of Existing Facilities
3. Establish Existing & Proposed Level of Service
4. Identify Existing and Future Capital Facilities Necessary to Serve New Growth
5. Consider All Revenue Resources to Finance System Improvements
6. Conduct Proportionate Share Analysis

IFFP AND IFA METHODOLOGY

4

1. Water IFFP Completed by JUB
2. Transportation IFFP Completed by Horrocks
3. Parks, Public Safety, & Power IFFPs completed by Kaysville City and LYRB

1. SERVICE AREA & DEMAND

5

Service Area:

- ☐ Entire Municipal Boundaries and Potential Annexation Areas

Demand:

- ☐ Parks & Recreation - Population
- ☐ Public Safety – Calls for Service
- ☐ Water – Equivalent Residential Connections/Units (ERCs or ERUs)
- ☐ Transportation – Trips
- ☐ Power = Kilowatts (kW)

2. EXISTING FACILITIES

6

- ☐ The Impact Fee Act requires the analysis identify any “excess capacity to accommodate future growth at the proposed level of service”.
- ☐ This is commonly referred to as a “buy-in”.
- ☐ The buy-in cannot “recoup more than the local political subdivision's or private entity's costs actually incurred for excess capacity in an existing system improvement”.
- ☐ A buy in is contemplated for Public Safety, Water, Transportation and Power.

3. LOS

7

The Level of Service (LOS) is Defined for Each Service

- ☐ Parks = Level of Investment
- ☐ Public Safety = Calls per Unit
- ☐ Water = Water Usage and Storage per ERC
- ☐ Transportation = Grading of Roadways and Intersections based on Capacity
- ☐ Power = kW per ERC

4. FUTURE CAPITAL IMPROVEMENTS

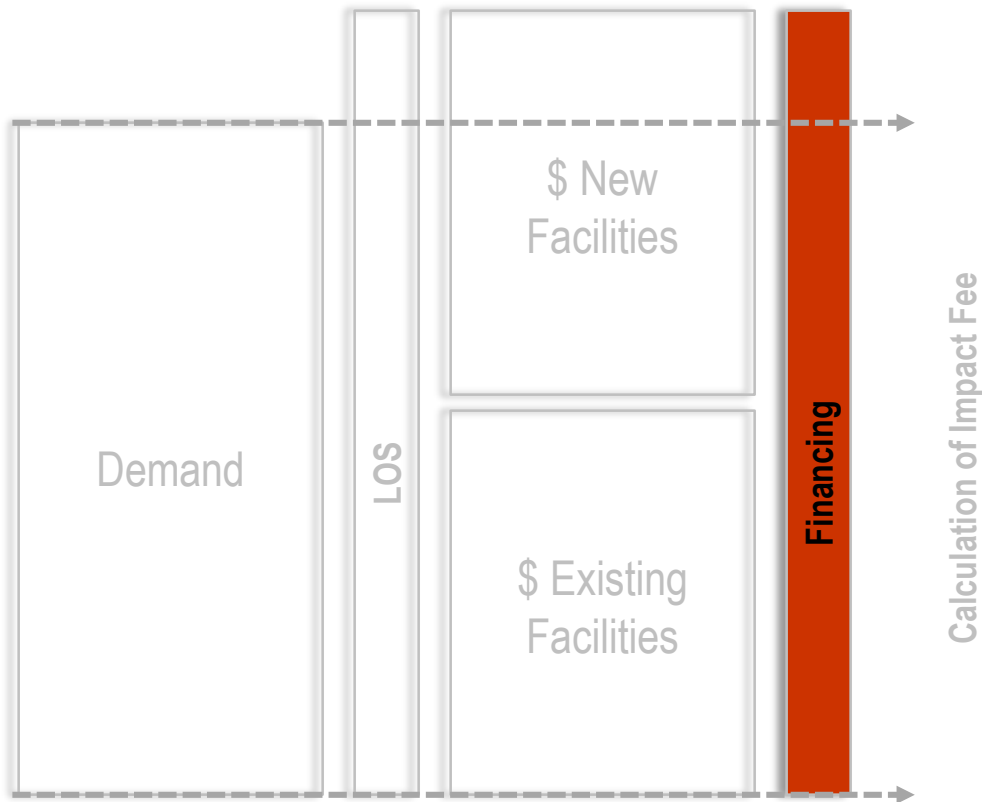
8

The IFFP and IFA must:

- ☐ Identify demands placed upon existing public facilities by new development activity at the proposed level of service; and
- ☐ Identify the means by which the political subdivision or private entity will meet those growth demands.

5. FINANCING

9

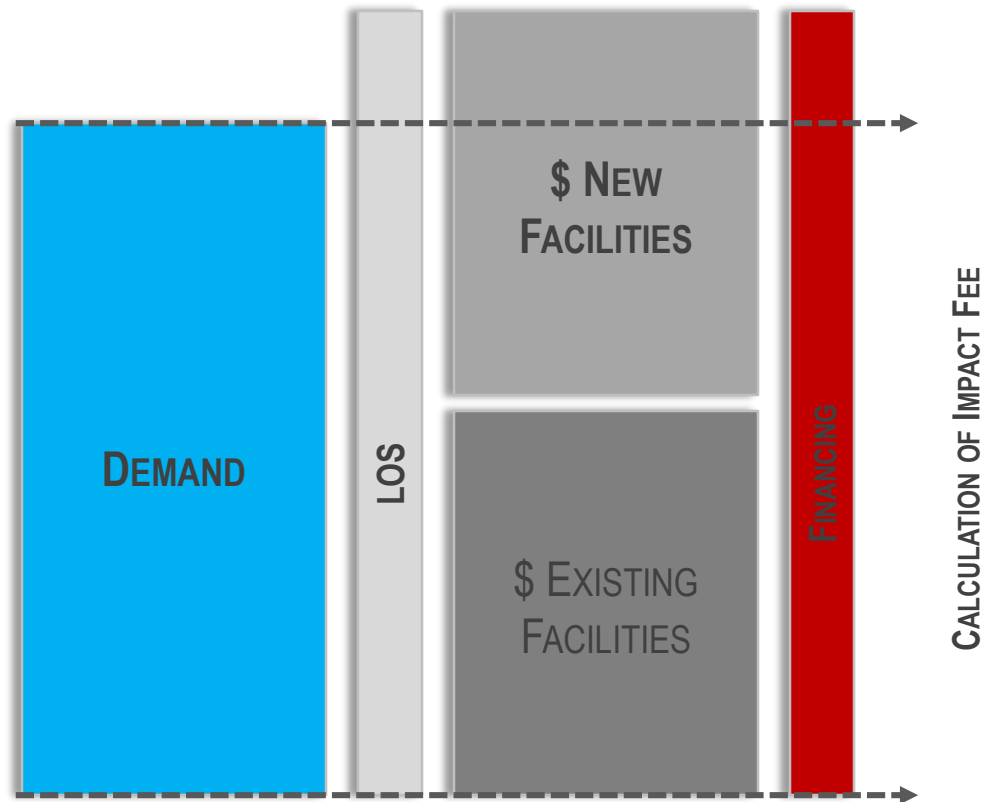


How will Projects be Funded:

1. **Debt Financing?**
2. **Impact Fees**
3. **General Funds**
4. **Other Revenues**

6. PROPORTIONATE SHARE

10



6. PROPORTIONATE SHARE

11

	Proposed Maximum	2012	% Change
Parks	\$4,480	\$1,525	194%
Fire	\$296	-	-
Police	\$356	-	-
Transportation	\$2,441	\$558	338%
Water	\$769	\$889	-14%
Power	\$2,026	\$841	141%
Total	\$10,369	\$3,813	172%

Other Fees Assessed:

Storm	-		
Pressure Irrigation	-		
Sewer	\$2,265		
Total With Other Fees	\$12,634*		

Spanish Fork ¹	Brigham City ²	Lehi ³	St. George ⁴
\$3,999	\$3,115	\$2,600	\$2,182
\$447	\$171	\$375	\$190
		\$220	\$86
\$272	\$354	\$1,163	\$905
\$1,163	\$2,366	\$1,200	\$1,211
\$2,686	\$2,052	\$1,816	\$4,504
\$8,568	\$8,058	\$7,374	\$9,078

-	\$1,026	\$325	\$512
\$2,381	\$1,689	\$1,069	-
\$622	-	\$3,023	\$1,070
\$11,571	\$10,773	\$11,791	\$10,660

Assumes Fee is Per Single-Family Residential Dwelling Unit, Based on 1 ERC, 3/4" Meter, 200 Amp Residential Single Phase Panel unless noted otherwise.

*Assumes sewer fee from Central Davis Sewer District

1. Spanish Fork's pressurized irrigation impact fee is assessed at \$9,525.51/acre. The figure above assumes .25 acre lot. The water impact fee is based on a 1" meter.
2. Brigham City's impact fee for storm and pressurized irrigation is assessed per ERU.
3. Lehi's storm and pressurized irrigation impact fee is assessed per acre, at \$1,300 and \$4,275 respectively. The calculation of their impact fee assumes .25 acre lot. Lehi's impact fee includes the sewer impact fee from Timpanogos Special Service District (TSSD).
4. St. George's impact fee for storm and sewer is assessed per ERU.

NEXT STEPS

12

- Receive Council Feedback and Finalize Analysis
- Notice Impact Fee Public Hearing
- Hold Public Hearing
- Adopt, Modify or Reject Proposed Impact Fee
- 90 Day Wait Period

QUESTIONS

STAFF REPORT



COUNCIL MEETING DATE: January 17, 2019

ITEM NO.: 2B

TYPE OF ITEM: Consent

PRESENTED BY: Mayor Katie Witt

SUBJECT/AGENDA TITLE: Power Commission Appointments

EXECUTIVE SUMMARY:

After interviewing applicants, Mayor Witt recommends the appointment of Alan Farnes, Brent Dewsnup, Krista Keetch, and Alan Quigley.

Council Options: Accept, Deny, Amend

Recommended Options: Accept

Fiscal Impact & Fund Source for Recommended Action: None

Attachments: None

STAFF REPORT



COUNCIL MEETING DATE: January 17, 2019

ITEM NO.:

TYPE OF ITEM: Action

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Preliminary Plat for Charly's Acres #2 Fourth Amended Subdivision at approximately 2100 West 200 North

EXECUTIVE SUMMARY:

In November of 2018 the City Council voted to approve a development agreement and rezone the subject property to set the stage for the development of a new church building and storage unit facility. The applicant is requesting a subdivision to divide the property in conjunction with that effort, creating a separate lot on the R-1-20 zone and another lot encompassing the LI zoning district with access provided to 200 North Street. An additional 2 lots will be created along 200 North in the remaining General Commercial zoning.

The lot in the R-1-20 district well exceeds the minimum 20,000 sq. ft lot minimum and 90 ft. frontage requirement.

The LI and GC zoning districts do not have a minimum lot size or frontage requirement, however it is necessary that each lot have access via ownership to a street. Thus a strip of ownership between lots 403 and 404 has been provided for.

Council Options: Approve

Recommended Options: After holding a public hearing, the Planning Commission voted unanimously to pass along a favorable recommendation to the City Council for the approval of the preliminary plat as the proposed plat is consistent with the terms of the development agreement and the proposed lots are in compliance with applicable ordinances.

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

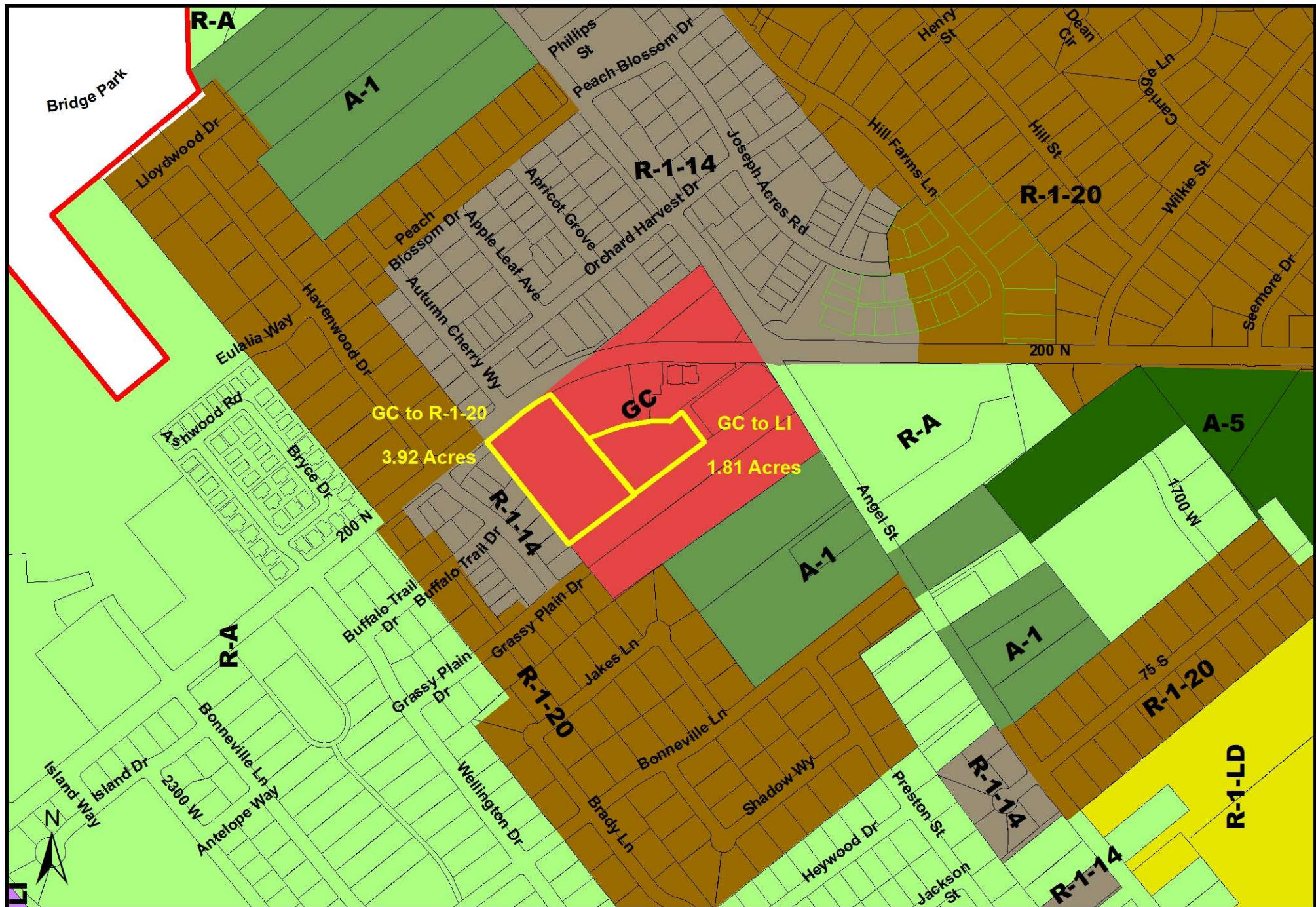
Attachments:

Attachment 1: Area Map

Attachment 2: Rezone Map

Attachment 3: Preliminary Plat

2100 West 200 North - Rezone from GC to R-1-20 and LI

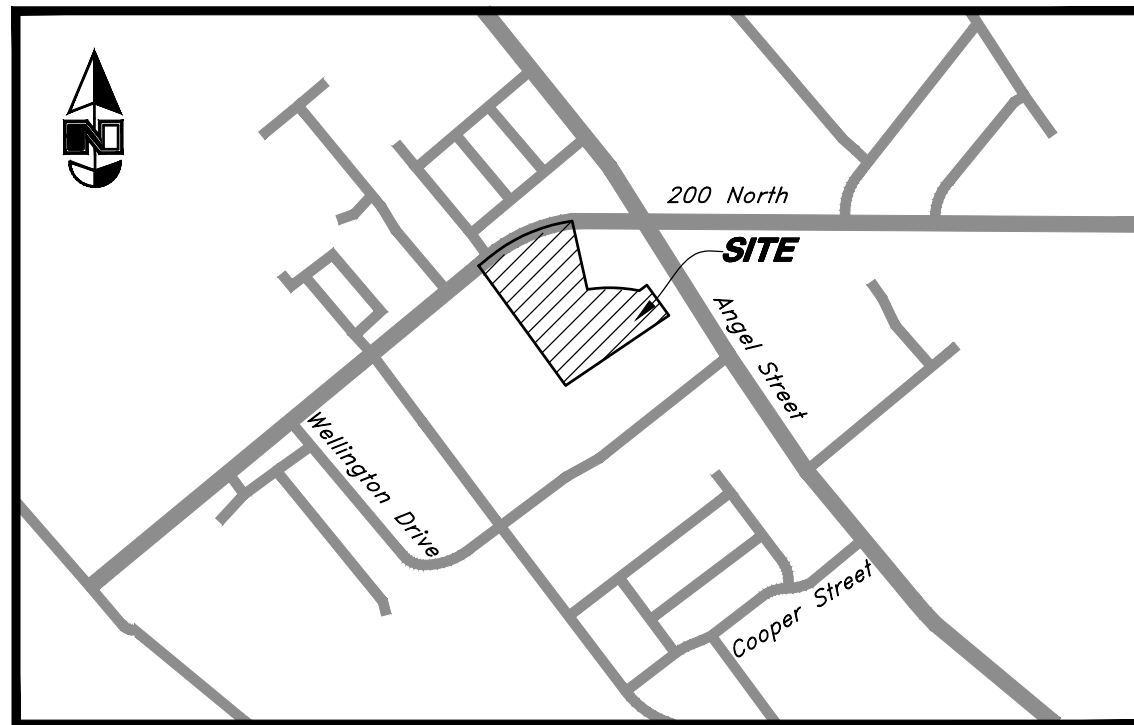


2100 West 200 North - Rezone from GC to R-1-20 and LI



Charly's Acres #2 Fourth Amended Subdivision

Amending Lot 304, Charly's Acres #2 Third Amended Subdivision
A part of the Southwest Quarter of Section 32, T4N, R1W, SLB&M, U.S. Survey
Kaysville City, Davis County, Utah



Vicinity Map

A part of Kaysville, Davis County, Utah
Not to Scale

NARRATIVE

This Survey and Subdivision was requested by Terraventure to create 3 lots.

A 2015 Boundary Survey retracing and establishing the underlying subdivision was honored for control.

A line between monuments found for the Southwest Corner and the West Quarter Corner of Section 32 was assigned the Davis County bearing of S 00°05'30" W as the Basis of Bearings.

SURVEYOR'S CERTIFICATE

I, Bruce D. Pimper, a Professional Land Surveyor in the State of Utah, do hereby certify that this plat of Charly's Acres #2 Fourth Amended Subdivision in KAYSVILLE City, Davis County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the herein described lands in said subdivision based on data compiled from records in the Davis County Recorder's Office and from a survey made on the ground. I further certify that the requirements of all applicable land use codes of Kaysville City concerning zoning requirements have been complied with.

BOUNDARY DESCRIPTION

All of lot 304 of Charly's Acres #2 Third Amended Subdivision in Kaysville City, Davis County, Utah according to the Official Plat thereof.

Beginning at the most Southerly Corner of said Amended Subdivision as it exists on the ground located 739.47 feet South 0°05'30" West along the Section Line, and 1644.33 feet South 89°54'30" East from the West Quarter Corner of said Section 32; and running thence North 39°28'00" West 524.57 feet along the Southwesterly line of said Subdivision to the Southerly line of 200 North Street as it exists at 40.00 foot half-width; thence along said Southerly line the following two courses: North 50°27'05" East 178.81 feet to a point of curvature; and Northeasterly along the arc of a 914.93 foot radius, curve to the right a distance of 474.56 feet (Central Angle equals 29°43'07" and Long Chord bears North 65°18'39" East 469.26 feet) to the Westerly line of Lot 303 of said Third Amended Subdivision; thence South 9°49'47" East 233.00 feet along said Westerly line to the most Southerly Corner thereof; thence Easterly along the arc of a 681.93 foot radius curve to the right a distance of 119.23 feet (Center bears South 9°49'47" East, Central Angle equals 10°01'04" and Long Chord bears North 85°10'45" East 119.08 feet) along the Southerly line of said Lot 303 and the Southerly line of WCP Kaysville Condominium; thence along the Southerly line of said Condominium the following two courses: South 89°48'43" East 11.32 feet; and North 52°14'43" East 57.12 feet to the Westerly line of Lot 201, Charly's Acres #2 Second Amended Subdivision; thence South 37°44'01" East 150.26 feet along the Westerly line of Lot 201 to the most Southerly Corner thereof; thence South 52°34'57" West 676.98 feet along the Southeasterly line of said Third Amended Subdivision as it exists on the ground to the point of beginning.

Contains 312,465 sq. ft.
or 7.173 acres
3 Lots

PRELIMINARY

Owner's Dedication

We, 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 name said tract Charly's Acres #2 Fourth Amended Subdivision and hereby dedicate to KAYSVILLE City those certain strips as easements for public utility purposes over and across the portions of the lots designated as public utility easements, as shown hereon, the same to be used for the installation, maintenance and operation of public utility service lines, as may be authorized by KAYSVILLE City.

In witness whereby I Have hereunto set my hand This _____ Day of _____ AD, 20 ____

Terraventure Development LTD

by: Stuart Adams
its: General Partner

Acknowledgment

State of _____
County of _____ } ss

On the _____ day of _____, 20____, personally appeared before me Stuart Adams, who being by me duly sworn did say that he is the General Partner of Terraventure Development, by authority of its members or its articles of organization, and he acknowledged to me that said company executed the same.

Residing in _____ County, _____
Commission Expires: _____
Commission Number: _____

Print Name _____ A Notary Public

KAYSVILLE CITY APPROVAL

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

KAYSVILLE CITY ENGINEER

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

KAYSVILLE CITY PLANNING COMMISSION

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

Chairperson

KAYSVILLE CITY ATTORNEY

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

Signature

Attest: City Recorder

Mayor

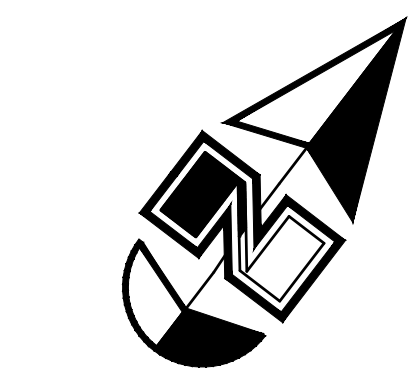
Signature

DAVIS COUNTY RECORDER

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

DAVIS COUNTY RECORDER

BY: _____ DEPUTY



Scale : 1" = 60'



Southwest Corner of section 32, T4N, R1W, SLB&M, U.S. Survey (found monument)

Basis of Bearings
S 0°05'30" W DC
S 89°54'30" E

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

$\Delta = 29°43'07"$
 $R = 914.93'$
 $L = 474.56'$
 $LC = 469.26'$
 $N 65°18'39" E$

Hill Farms Subdivisions

Lot 401
170,827 sq. ft.
or 3.922 acres

Lot 403
21,973 sq. ft.
or 0.504 acres

Lot 404
34,946 sq. ft.
or 0.802 acres

Lot 303

Lot 402
84,719 sq. ft.
or 1.945 acres

WCP Kaysville Condominium

Charly's Acres #2 Second Amended Subdivision
Lot 201

Angel Street
(Paved Public Street)

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

Legend

- PUE Public Utility Easement
- Section Corner
- Property Line
- Centerline
- Section Line
- Right of Way Line
- (R) Radial
- (N/R) Non-Radial
- 5/8"x24" Rebar with AWA Plastic cap or nail with AWA brass tag to be set



ANDERSON WAHLEN & ASSOCIATES

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

STAFF REPORT



COUNCIL MEETING DATE: January 17, 2019

ITEM NO.:

TYPE OF ITEM: Action

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Rezone of 0.71 acres of property at 2062 South 450 East from R-1-20 to the R-1-14 zoning district

EXECUTIVE SUMMARY:

The applicant's property is located on the corner of Shepard Lane and 450 East. The applicant desires to rezone the property from the existing zoning designation with the hope to subdivide the property into 2 lots creating the potential for a new home on the southern portion of their land.

The existing and proposed zoning are both R-1 designations governed by Chapter 17-12 of the Kaysville City Ordinances. The permitted uses, conditional uses, setback requirements, and lot frontage requirements are identical. The difference between the R-1-14 and the R-1-20 is the total lot size requirement. A lot in the existing R-1-20 zone must be at least 20,000 sq. ft. in size, while a lot in the R-1-14 zone must only be as large as 14,000 sq. ft. in size.

As part of the rezone application, the applicant has provided a concept plan showing a 14,610 sq. ft. lot and a 16,200 sq. ft. lot that could be permitted should the rezone be approved.

As a rezone is a legislative decision, the Planning Commission and ultimately the City Council have broad discretion in their decision making. The Planning Commission is looking to make a recommendation to the city council.

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.

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.

Shepard Lane is classified as Major Streets per Kaysville City's Major Street Plan in Section 8-3-2.

Council Options: Approve, Deny, or table for more information.

Recommended Options: After holding a public hearing, the Planning Commission voted unanimously to recommend approval of the rezone as requested based on its findings of compatibility with the General Plan and how well the proposal works at this specific location.

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

Attachments:

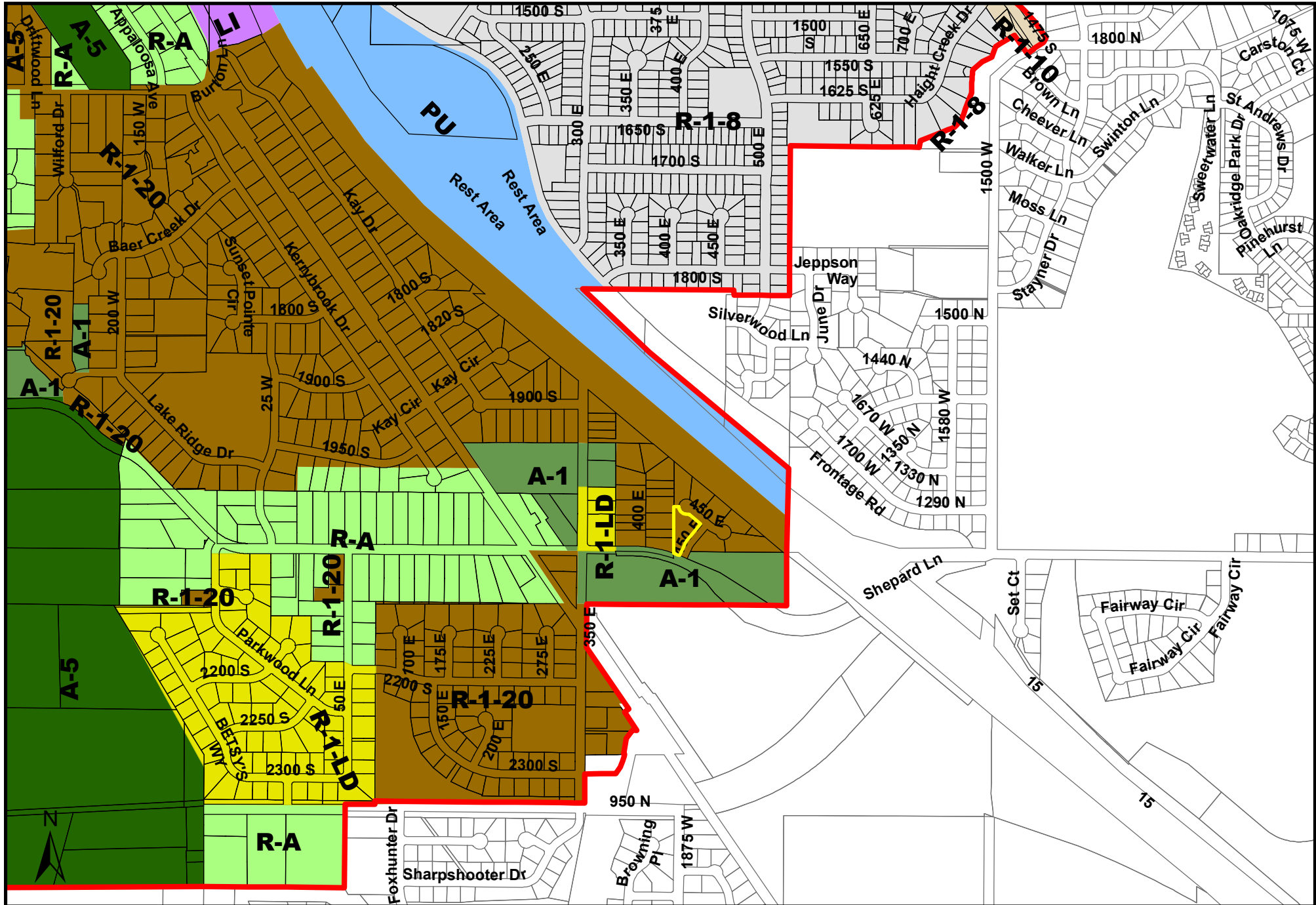
Attachment 1: Area Map

Attachment 2: Zoning Map

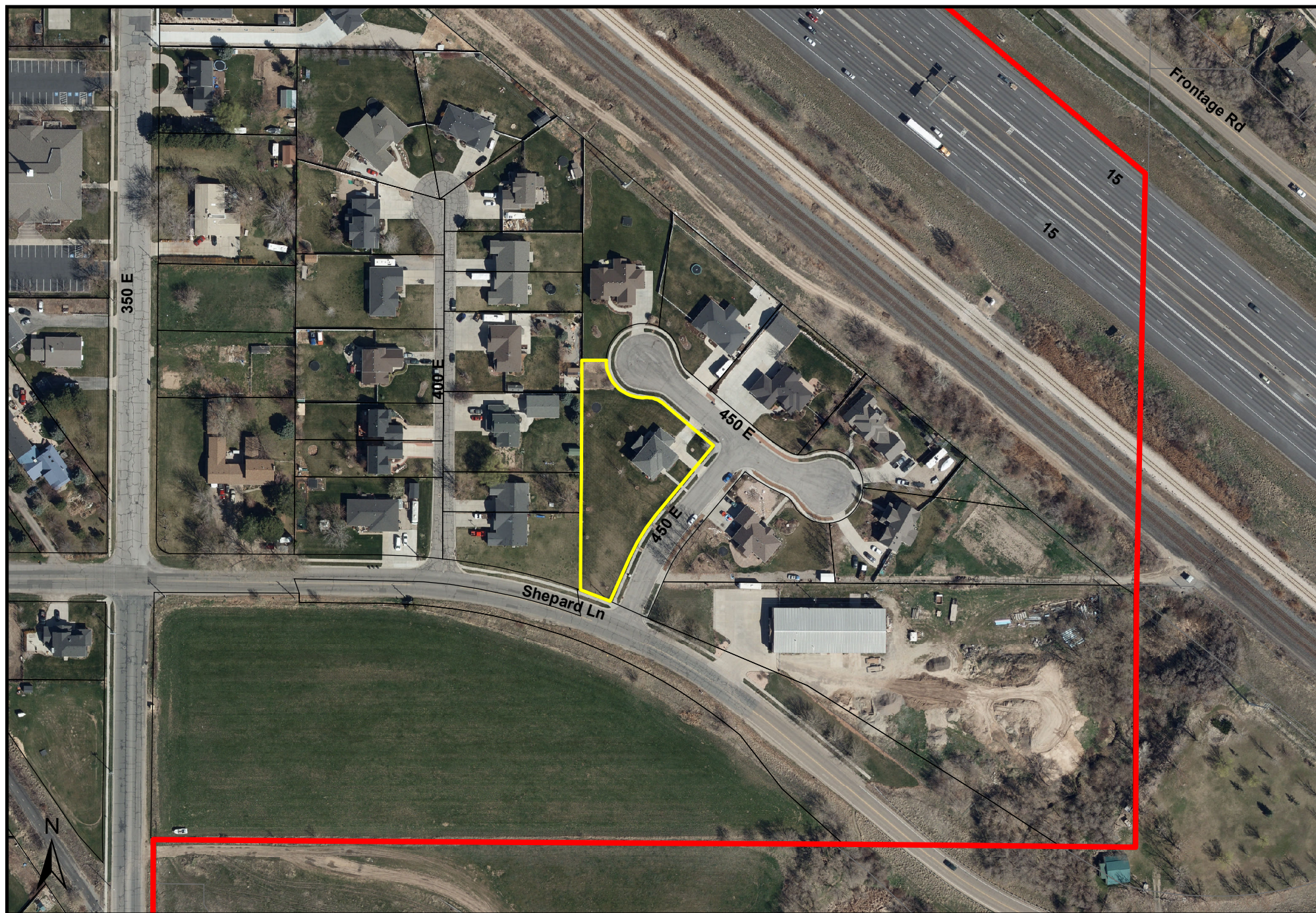
Attachment 3: Concept Plat (3 pages)



Rezone of 2062 South 450 East from R-1-20 to R-1-14



Rezone of 2062 South 450 East from R-1-20 to R-1-14



N00°00'06"E

L6

RAD.

S39°26'01"

39.57'
27.5'
S50°33'59"E
193.73'
173.73'

98.5'

2062 S.

STREET

309.92'

1
30810 S.F.

Property Owners:
Casey and Lisette Brown

450 EAST STREET

121.28'
N39°26'01"E
148.78'

121.40'

B.

C20
C21

64.57'

S23°30'36"W
64.13'

C1

27.5'

27.5'

11.47'

S23°30'36"W
53.10'

CURB &

CUTTED (TYP)

C18

C19

2

2

N00°00'06"E

L6

3AD.

S39°26'01"

39.57'
27.5'
S50°33'59"E
193.73'
173.73'

98.5'

2062 S.

STREET 450

~16200 S.F.
Rezone R-1-14

309.92'

~14610 S.F.
Rezone R-1-14

121.28'
105'
121.40'
148.78'
N39°26'01"E
450 EAST STREET

B.

C20
C21

64.57'
S23°30'36"W
64.13'
C18
C19

11.47'

S23°30'36"W
53.10'

CURB &
CUTTED (TVD)

2



STAFF REPORT



COUNCIL MEETING DATE: January 17, 2019

ITEM NO.: 5a

TYPE OF ITEM: Action

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. As discussed last meeting, 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: Accept the easement request from UTA as presented.
Ask Staff for more information about this request.
Refuse to grant any property to UTA

Recommendation: At this time Staff recommends accepting the easement request from UTA as presented.

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/Easement Request Document



No.	Date	By	Revision

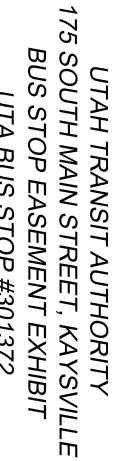


REDCON, INC.
LAND SURVEYING
25 SOUTH MAIN, SUITE 200
CENTERVILLE, UTAH 84014
(801) 298-2401 FAX (801) 298-2024



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

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

STAFF REPORT



COUNCIL MEETING DATE: January 17, 2019

ITEM NO.: 5b

TYPE OF ITEM: Action

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Fiber Feasibility Study and Operation Plan

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)

Since meeting last week and discussing how we arrived at this point, Ryan Judd has received proposals for a Feasibility Study and an Operation Plan. We hope this plan will review the RFP proposals we have received, do an overview of the strengths and weaknesses we have in the city, and make a recommendation how to proceed and in what manner, with what assistance, etc.

Council Options: Accept the recommendation from staff to partner with a firm on a Feasibility Study and Operational Plan.
Decline the option to contract with the recommended company and ask staff for further information.

Recommendation: Accept the recommendation from Staff as presented.

Fiscal Impact & Fund Source for Recommended Action:
This proposal will cost the city up to \$70,000.

Attachments: Feasibility Study Proposals

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 FFTP cost estimate, and review our approach to analyzing the feasibility of deploying FFTP 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 FFTP deployment

We have prepared FFTP designs and cost estimates for various jurisdictions. We will compare the City's projected FFTP 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

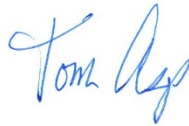
CTC proposes to perform the professional services described in the scope of work above for \$37,500, including travel.³ The cost for the optional market research task is \$33,900 (see Attachment A).

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.

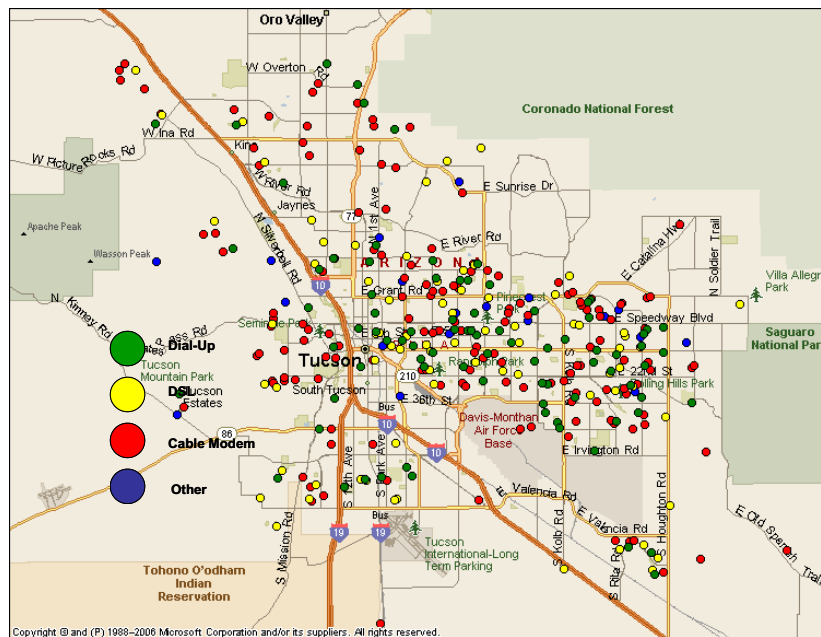
For example, cluster analysis and/or classification trees can be used to segment and profile residents according to their needs or perceptions, and a gap analysis can help us evaluate whether and where the broadband Internet marketplace is meeting or failing to meet expectations for attributes that are 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.

KAYSVILLE CITY

BROADBAND STUDY PROPOSAL



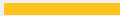


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LETTER OF INTRODUCTION

Design Nine is pleased to submit a proposal to the Kaysville City for broadband planning and development. We have a history of delivering studies that lead to real results for our clients. Design Nine's innovative approach to understanding your needs and our experience delivering high speed wireless and hybrid wireless/fiber to communities will serve Kaysville City well.

- Since 1993 we have worked with more than 300 communities on broadband planning and implementation projects. Our business and financial planning work has led to many successful projects. No other company has as many broadband planning successes.
- Our plans are focused on creating practical, achievable results that reflect the funding realities of your community. Our recommendations are based on real world best practice.
- Business Planning – We believe a solid business and financial plan, with special attention to ownership issues (i.e. private ownership, City ownership, public/private partnership) is the first step.
- Open Access and Net neutrality baked in – Our network architecture and business plan has open access and net neutrality built into the design. We have implemented more open access networks than any other firm in the U.S.
- Our work has included projects in Utah, Montana, Idaho, Wyoming, and southeastern British Columbia.

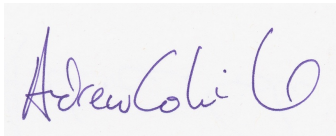
We will work closely with Kaysville City and key stakeholders to produce recommendations that provide a road map to develop a world class Gigabit fiber network for homes and businesses in the community.

Our report will clearly explain the options and tradeoffs with different technologies, provide business and financial recommendations, operational models, and deployment plans. Design Nine also provides recommendations for the next steps required to meet your broadband planning goals including funding strategies, construction oversight, and network management.

Our industry best practices, state of the art network designs and time-tested network management skills take the worry out of building and managing a network.

We have a long history of working with local governments on broadband—longer than any other company in the United States (since 1993). We look forward to a partnership that brings Kaysville City a world class network.

Best regards,

A handwritten signature in blue ink that reads "Andrew Cohill" followed by a stylized circular flourish.

Andrew Cohill, PhD.
President, Design Nine, Inc.
Email: cohill@designnine.com
2000 Kraft Drive, Suite 2200
Blacksburg, VA 24060

Voice: 540-951-4400
Fax: 540-242-3201

Web: www.designnine.com

OUR STRATEGY

Your contact with Design Nine clearly shows that Kaysville City understands the importance of enhanced broadband connectivity. Design Nine is prepared to help the City bring better Internet connectivity to everyone in your City who wants it.

Design Nine's approach is based on our core belief that high speed broadband is a critical infrastructure component of the 21st century communities. We believe broadband networks, should be managed more like community road systems that provide shared, economical transport for everyone, public and private. Our networks are unlike today's duplicated, expensive, and under-performing cable and telephone infrastructure.

Our passion, since we first started helping communities with broadband in 1993, is to give communities control over their economic future. Some of the communities that took our advice, like Danville, Virginia and The Wired Road regional network are in their tenth year of successful community network ownership and management.

We have learned that each community's needs are different so every study we do is specifically designed to meet the unique needs of a particular client.

Our final report is more than just paper. It is a road map to an outcome of better broadband services. What we deliver to Kaysville City will provide a step by step multi-year plan for your success with a timeline that can be shared with your community. We believe that success in solving rural broadband problems requires a comprehensive approach to the problem.

The solution requires more than a set of engineered drawings and a price tag for construction. In our work with hundreds of communities over the past twenty-five years, the communities that succeed are the ones that have focused on these issues:

Ownership and Governance – We will help you answer the critical questions of "What entity will own the assets?" and "How will those assets be managed?" We evaluate a series of options for both ownership and governance, and make recommendations based on local needs and local capacity. We excel at identifying the right answers to these questions.

Business and Financial Planning – a solid ten year financial pro forma that examines both sources of revenue from the effort and the operating costs. Our time-tested pro forma is an essential element of your success. We have the best financial tools in the industry, and they deliver a detailed financial analysis that gives you all of the business and financial information you will need to develop an effective funding strategy.

Affordable Technical Designs – We excel at developing practical, state of the art network designs and cost estimates for wireless and fiber that match your grant and funding capacity. We have worked with many small communities, and know the importance of matching network designs with the finances of the community.

Recommendations and Next Steps – We provide specific, step by step recommendations, activities and policy changes needed for success. We identify a complete road map of tasks and activities that lead to successful grants and affordable high speed broadband for the community.

OUR APPROACH TO THE WORK

BRINGING YOU THE NETWORK YOU NEED

Our approach to helping you is to provide specific broadband strategies and recommendations that are affordable, practical, and that are aligned with your community's economic and development goals. Collaboration with Kaysville City, stakeholders, and interested parties will be a driver of our efforts.

To compete successfully in the global business and economic marketplace, smaller communities need world class broadband infrastructure. We have been helping small cities, towns and counties in America get this world class infrastructure longer than any other company in the United States, and our track record of successful projects is a strong indication that we can make Kaysville City's network a great success as well.

In collaboration with Kaysville City, we will develop a clear vision for fiber infrastructure investments and wireless if needed. We identify where the need is greatest, develop the technical specifications, identify the costs, and provide you with a clearly written and comprehensive set of plans and strategies.

Our recommendations are often the springboard needed to develop a credible and successful grant proposal that brings the funding you need to get started. We will work with you to identify funding opportunities and then ensure that we provide the technical and cost information needed to apply for a grant.



High speed Internet has become the fuel of economic development for communities. Our broadband surveys are consistently showing that more and more residents want and need the opportunity to work from home either part time or full time. Nationwide, more and more people want the excellent quality of life, affordable housing and recreational opportunities that places like Kaysville City have to offer.

High speed broadband is the key to attracting new residents and businesses while retaining your existing jobs and businesses. Many of those jobs brought by better broadband offer more diversified employment opportunities. With Design Nine's help, Kaysville City will have the broadband infrastructure to be more than competitive with other localities around the country.

THE DESIGN NINE DIFFERENCE

We believe strongly in a highly interactive and collaborative approach to broadband planning. Bringing stakeholders, providers, and key users together as part of the planning process is crucial to long term success. Our first priority is to ensure that our recommendations match local conditions.

- Through our meetings with Kaysville City staff, stakeholders, service providers and businesses, we will collect the information we need to identify specific and affordable strategies for improved broadband access.
- By meeting with businesses and surveying their current and future business needs, we will identify approaches to improve business retention and attraction, and recruitment of employees.
- We will identify target industries that can use the area's improved telecom infrastructure and that would also benefit from the other amenities and quality of life in the region.



We will schedule extensive discussion and dialogue with asset owners, vendors and service providers. We believe good relationships with asset owners, private fiber networks, and providers is essential, and we fully support the development of public/private partnerships.

We will evaluate the current environment against current and future needs. We strongly believe it is critical to include all stakeholders defined in the project. We will determine the economic and community impact of broadband issues, including evaluation of key issues limiting broadband expansion.

We will identify unserved and underserved areas, specify areas that may qualify for grant opportunities, and document current service provider offerings and prices. We will analyze current provider offerings and identify areas of opportunity where City investments may be able to help those service providers acquire new customers through partnership agreements.

By listening and by being open to all points of view, we can more easily identify where resistance may exist, and this allows us to modify and adapt partnerships and to adjust and change planning to meet and address legitimate concerns. The introduction of new technologies and systems in a community or region creates legitimate concerns and worries. We focus on the human factor in the deployment of new technology and systems, always looking for the right fit in local conditions.

Design Nine has a well-defined project management (PM) process that is used in every planning effort. More than 120 staff years of experience with technology and community broadband projects enables us to manage and track projects effectively, and we use state of the art PM software and systems. We provide each customer with a project management Web site (fully access controlled) so Kaysville City and other stakeholders will have a single place to get project updates, meeting times, and project documents. All documents, handouts, and materials are stored conveniently in one place for easy access from home or from work.

Design Nine has developed a sophisticated set of financial analysis tools that are used in our planning projects to provide extremely detailed ten-year financial pro forma projections for a proposed City broadband network.

Inputs and outputs for this pro forma (about 20 pages of spreadsheets) include take rates, prices for services, income and revenue projections, cost of capital, network build out cost and expenditures, operational expenditures, staffing projections, cash flow analysis, debt service costs, depreciation and amortization schedules, revenue projections, and three tiers of market projections (residential, business, and government). We discuss key assumptions in detail.

The pro forma will provide a complete set of service and product pricing recommendations for up to three different market segments (typically residential, business, and government/institutional). The pro forma will use data collected from the demand aggregation work as input to market and revenue projections.

We will provide a detailed analysis of start-up expenses and capitalization needed for successful implementation.

The pro forma will include a detailed analysis and projections of operational costs, including staffing, office expenses, insurance, marketing, legal, equipment warranty costs, outside plant maintenance, network operations costs, emergency repair contract costs, pole attachments fees (if any), and lease costs for fiber and/or facilities.

We will spend as much time as needed with City staff and key stakeholders to present the business model, explain the inputs and data sources, and answer any and all questions related to the pro forma.

We will support extensive communication with Kaysville City staff and designated project participants via phone and email. We want regular input, feedback, and comments on our work from the team members, as this helps us improve the quality of our recommendations.

Design Nine will provide an assessment of the telecommunications environment detailing the types of services, pricing, availability and limitations. We will include discussion of operations and management considerations, including identification of staffing requirements, legal and regulatory issues, day to day management tasks, asset management recommendations, and related operations/management considerations. We will identify all service providers and assess which providers would like to collaborate. We will review and recommend viable technical and delivery methods as allowed by state and federal law.

Our many construction successes help us create accurate timelines that allow for marketing to potential customers as your network is being built. This makes it easier for large customers to switch from long term contracts. We understand the importance of marketing as an integral part of a successful network planning and implementation.

OUR PUBLIC SECTOR EXPERIENCE

Our public sector experiences spans twenty-five years of helping communities get the broadband network and services they need. Our work engagements have included:

- **Early Phase Planning** - This work typically includes current asset and future needs assessments, route design, cost estimates, business and financial planning, identification of funding options, and recommendations for successful next steps.
- **Pre-Implementation Planning** - This phase includes developing a final fiber route design, may include surveying and engineering, developing a bill of materials needed for construction, highly detailed technical architecture and technical specifications, and more extensive business and financial planning.
- **Network Construction Management** - Our muni clients have used our services to provide end to end management of the network engineering and construction process. Our work has included configuring and testing all of the network equipment in addition to inspecting all of the construction work.
- **Network Operations** - We help our clients manage their networks, with technical support, day to day management, emergency break-fix management, and services management.

Bozeman, Montana - Our planning project, which included a technical design and financial plans, was produced in less than six months. It brought Gig fiber to the City of Bozeman, Montana. Our work with the City helped raise the initial \$4 million needed to build the network. We were competitively selected to manage the entire build out, including engineering, construction, procurement, and network configuration and testing. Construction on the network is finished and customers are now using the network. Our sister company, WideOpen Networks, also manages this network of over 25 miles of fiber.

Rexburg, Idaho - We conducted a study for the City of Rexburg (home of BYU-Rexburg) as well as several rural counties, including Teton County, Wyoming.

Missoula, Montana - We conducted a planning study and built a 23 mile 10Gig fiber network connecting 22 school sites.

Utopia Network - We provided financial and business analysis consulting to Utopia several years ago, and are very familiar with local conditions in communities like Kaysville.

WideOpen Blacksburg - We recently completed the design and construction of an all fiber Gigabit network in our first phase neighborhoods in Blacksburg, Virginia. Customers are now enjoying the fastest network in southwest Virginia.

nDanville - Design Nine did the planning study, designed the network, and supervised construction of the network. nDanville was the first municipal open access network in the U.S., and is now in its 10th year and generating enough revenue to return funds to the City and to fund fiber to more homes and businesses.

Wired Road, Virginia - The Wired Road is a fiber and wireless network covering two counties (Grayson and Carroll) and one city (Galax). The networks covers more than 1,000 square miles of mountainous terrain. Design Nine provided the initial feasibility and impact study for the project and has managed all of the subsequent construction, business planning, and service provider partnership attraction. The network is in its tenth year of operation and is now rolling out fiber to the home as well as fiber in several downtowns.

Rockbridge County, Virginia - Design Nine did the planning study, designed the network, and supervised construction. Our work led to a \$10 million dollar Federal grant to build 90 miles of

fiber throughout this mountainous county and a \$3 million state of the art data center. We wrote the grant proposal, built the network, and are now managing the network.

New Hampshire FastRoads - We wrote a successful \$7.7 million stimulus grant and built a 150 mile, 20 town open access network. We designed and built the network, and now manage it. It has four providers and is in its 5th year of operation.

AccessEagan - Design Nine planned and managed the build out of this city owned network in the Twin Cities area of Minnesota. The network is in its second year of operation and has signed three providers. The network has been credited with attracting a major private sector data center to the city of Eagan.

City of Palm Coast, Florida - We provided the initial feasibility and impact study, and have provided ongoing technical and financial planning assistance. The Palm Coast network is a public/private partnership with all services offered by the private sector. The network was in the black in year one and is entering its ninth year of successful operation.

Hampshire County, WV - Recently completed an extensive county-wide planning study that included both broadband wireless and fiber to the home cost studies. Work also included mapping of current assets and evaluation of Capon Bridge FTTP project. ***The Fiber-optic cable leading to the Capon Bridge Technology Park was lit on October 12, 2018. It is considered the 1st step in bringing better broadband to all of Hampshire County.*** The project also included mapping of planned county fiber backbone, countywide wireless propagation studies, and data needed for a Federal grant application. Our work included next steps detail, and recommendations for governance, ownership, and management.

Cortez, Colorado - Our business and financial planning for the City of Cortez has led to a highly successful community fiber network with TV, Internet, and phone offerings from seven service providers.

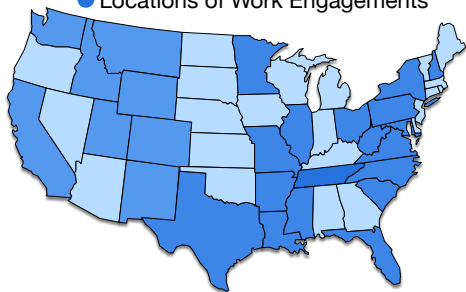
Columbia Basin Broadband Corporation - We have had several work engagements with CBBC since 2011, and completed the network design and construction specifications for a fiber to the home project and the technical design of a 260 mile DWDM network.

City of Prior Lake, MN - Design Nine was hired by the city to review a feasibility study produced by another consultant. We identified major financial and technical architecture issues with the recommendations, and provided the City with a much less expensive set of options that would produce a much more capable network. Included in this effort was a financial pro forma that provided substantially more operational cost and capital cost information than the previous consultant's work.

Cayman Utilities Corporation, Cayman Islands - Design Nine did the fiber network financial planning for an island-wide network, the network design, the network construction cost estimates, network operations and management planning, and the service provider partnership development. We managed construction of the initial 10Gig fiber ring, including connection to the island submarine cable terminus.

Northampton/Accomack Counties, Virginia - Design Nine developed the business case, financial studies, and technical design that led to the development of a two county fiber network now in its eighth year of operation. The network is in the black and using the additional funds to expand service to more businesses and institutions.

● Locations of Work Engagements



Design Nine has worked with hundreds of towns, cities, counties, planning districts and states on broadband planning in our twenty-five years of experience. Some of our previous work engagements are listed below.

Bozeman, MT
Clifton Forge, VA
Missoula, MT
Altavista, VA
Hampshire County, WV
Williamson, WV
Mineral County, WV
Isanti County, MN
Missoula Public Schools, MT
Fayette County, TN
Alys Beach, FL
Berkshire, MA
Cortez, CO
Eagan, MN
Hanover, NH
Kansas City, MO
West Point, VA
Memphis, TN
Madison County, ID
Person County, NC
Port Hardy, BC
Rexburg, ID
Thibodaux, LA
Buena Vista, VA
Roanoke, VA
Fulton County, PA
Prince George County, VA
Spokane, WA
Santa Cruz, CA
Washington County, MD
Teton County, ID
Amelia County, VA
Norton, VA
Portsmouth, OH
Rindge, NH
Oconee County, SC

Yellow Springs, OH
Dakota County, MN
Sandpoint, ID
Danville, VA
Mingo County, WV
Richwood, WV
Highlands, NC
Keene, NH
Wise County, TX
Mississippi County, AR
Bedford County, PA
Calabasas Village, CA
Decatur, IL
Nash County, NC
Fauquier County, VA
Los Alamos, NM
Nixa, MO
Newberry, SC
DeSoto County, MS
Palm Coast, FL
Prior Lake, MN
Lexington, VA
Vivian, LA
Rockbridge County, VA
Salem, VA
Huntington County, PA
Temple, TX
Upper St. Clair, PA
Stuart, VA
Powhatan County, VA
Fremont County, ID
Canton, IL
Smyth County, VA
Blacksburg, VA
Enfield, NH
Pickens County, SC

Amherst County, VA
Meeker County, MN
Cayman Electric, Grand Cayman
Columbia Basin Broadband, BC
PA Statewide Broadband Study
Marshall County, MS
Tunica County, MS
Phillips County, AR
Tipton County, TN
Dyer County, TN
Tate County, MS
Haywood County, TN
Lee County, AR
NM Statewide Broadband Study
Accomack County, VA
Teton County, WY
Northampton County, VA
Crittenden County, AR
Marshall County, MS
Amarillo, TX
Shelby County, TN
Salt Lake City, UT
Guernsey, Britain
Grand Rapids, MI
Eureka, CA
Carroll County, VA
Galax, VA
Bremerton, WA
Monmouth, IL
Bath County, VA
Albemarle County, VA
Pittsfield, IL
Blackstone, VA
Camino, CA
Anderson County, SC

STAFF EXPERTISE AND EXPERIENCE

Design Nine has a world class team of broadband analysts and network engineers to support the effort with Kaysville City.

Andrew Cohill, Ph.D., Project Manager

Andrew Cohill is President of Design Nine and will provide overall supervision and management of the project while serving as project manager. He will provide the strategic planning and design for the project, and he will directly supervise the work of other team members, will make all work assignments, and will review and approve all work items, reports, and recommendations before releasing them to the client. Cohill has more than 25 years experience helping municipal governments with the challenges of broadband infrastructure.

Sid Boswell, Senior Network Engineer

Sid Boswell will assist with needs assessment, asset identification, infrastructure analysis, market analysis, and business case analysis. He has extensive experience with the deployment of broadband infrastructure. His prior work experience as a senior consultant and project manager for Accenture included extensive work with some of the country's largest service providers, including AT&T, Verizon, Sprint, Comcast, Nextel, and Iridium. He has a B.S. in Telecom Engineering Technology from Texas A&M. His technical skills include hands-on experience with optical networks, Voice over IP systems, TCP/IP, and LAN/WAN design.

Jack Maytum, Senior Broadband Analyst

Jack Maytum has a deep background in business model development and analysis and has been the lead analyst for Design Nine planning studies since 2015. He will focus on the business analysis and gap analysis tasks, and will work closely with other team members on identifying key economic and community goals that can be supported by broadband improvements. He will also assist with stakeholder meetings, strategic planning and service provider interactions, and coordination of work activities.

Matt Bussing, Network Engineer

Mr. Bussing is an experienced broadband network engineer. Bussing has worked extensively on community network planning, is familiar with a wide variety of fiber and wireless network configurations, and provides expertise in fiber network design, wireless signal propagation studies, service provisioning, and radio testing and configuration. Bussing will be making site surveys, assessing local existing infrastructure, and identifying future infrastructure needs.

Andrew Shaver, Broadband Planner

Andrew Shaver's work includes, identification and mapping of key assets and points of interest and identification and analysis of existing fiber assets. Shaver also plans fiber to the home routes and fiber to the business routes, and assists with the development of fiber and wireless cost estimates. Shaver assists with field surveying and network equipment installation.

Jennifer Roepe

Jennifer Roepe is a GIS Technician/Analyst for the company. Her work includes development of base maps and survey response maps such as internet speed analysis and public satisfaction response maps. She assists with mapping local towers and points of interest. Jennifer also helps with the preparation of residential and business surveys and the management of survey response data for reports.

ABOUT DESIGN NINE, INC.

Design Nine has been helping local governments with broadband infrastructure planning since 1993—long before engineering firms and other consulting firms “discovered” broadband.

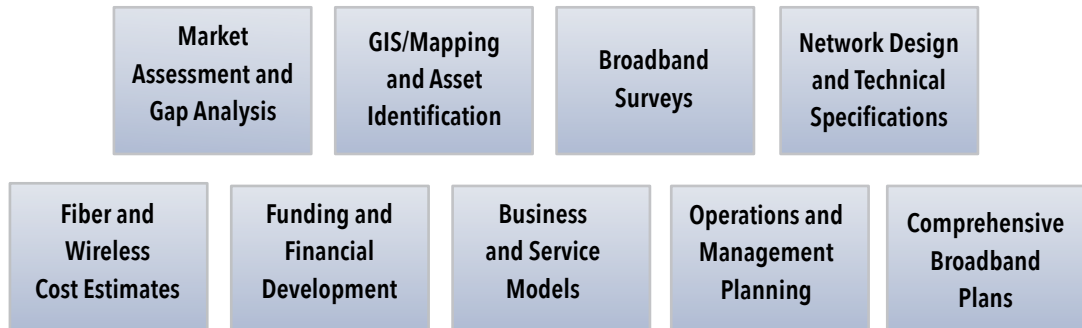
Design Nine™ has over twenty years experience understanding the needs of communities. Our history is one of designing, building and operating modern, high performance broadband networks for smaller and mid-size communities and counties that have been intentionally bypassed for network infrastructure upgrades by larger providers.

Design Nine’s approach to planning and building better broadband is revolutionary. We focus on the community’s needs and how to deliver true choice in Internet Service Providers (ISPs). We clearly understand the difficulties that citizens have in finding affordable high speed Internet in the maze of options that supposedly provide better broadband. We have seen the impact of throttled unlimited data on the lives of citizens. No parent should have to drive their child to the library for Internet access to complete a homework assignment. Our networks bring not only better broadband but a choice of providers and a wide variety of competitively priced services.

Services We Bring	What We Do	Your Community Gets
Market Assessment	Determine exactly what the broadband needs are for Kaysville City	A plan where residents get connected quickly to affordable services
Business and Financial Planning	Present a variety of options that use a “basket” of funding strategies which make financial sense without burdening the City	A proposed solution with the right governance and the financing to support network expansion
Network Design	Provide a state of the art network design that future-proofs your community	An expertly designed network that becomes an asset not a burden
Project Build Out Recommendations	Deliver time-tested specifications, recommendations on deployment and build out processes to keep your project on time and under budget	A road map for building the right network the first time so your network actually solves your broadband problems
Network Operations and Management	Share our hands-on experience helping communities successfully and affordably manage their broadband infrastructure	A network that is economical to maintain and a valuable economic and community development tool

Design Nine will examine the benefits of community investments in broadband infrastructure. This information is central to our work. ***In our experience, the municipal projects that succeed do so most often when the broadband investments are linked to the broader community and economic development goals.*** We will evaluate the current environment against current and future needs and deliver a plan that works for Kaysville City.

Design Nine Planning Services



Market Assessment and Demand Aggregation

Market assessment and broadband demand aggregation normally includes study of telecom service provider coverage areas, types of services available, broadband use patterns and trends for both residential and business customers, gaps in service coverage. Our reports include tables which show detailed availability, speeds, and costs by zip code for study areas. We clearly delineate those areas which have only one or no options for broadband.

GIS and Asset Mapping

Mapping work typically includes lot and parcel distribution in a community, road layout, identification of water and sewer lines, pole lines (if data is available), public and private tower locations, public buildings and schools, business parks and commercial/retail areas, walking/hiking trails, and easements and rights of way. Our in-house GIS and mapping systems are interoperable with all common GIS and CAD systems typically used by local governments, including ArcGIS and AutoCAD.

Surveys and Interviews

We have more than twenty years experience assessing the needs of business and residential broadband users. We have a wide variety of surveys specifically designed to collect the right information from users, including current use patterns and future broadband speed and service needs. We can provide both paper and Web-based surveys. Our Web-based survey is extremely effective because it is thorough but designed to be quick and easy to complete. Each survey we do is customized to client needs. We can provide random telephone surveys if requested.

Network Design and Technical Specifications

The Design Nine team has decades of combined experience designing and building fiber and wireless networks, with successful projects in Montana, Florida, Minnesota, New Hampshire, and Virginia as recent examples of our completed projects. We can provide detailed network architecture specifications for rural wireless broadband, backbone/core network routes, local distribution networks for business parks and downtown areas, and access (fiber connections to the business/residence) network specifications. We have extensive experience with the design, construction, and operation of broadband wireless networks in rural areas.

Fiber and Wireless Cost Estimates

Broadband plans need solid cost estimates that are aligned with the funding and grants available to support them. Design Nine provides detailed and specific cost estimates with all major materials, labor, and network equipment itemized. We include estimates of engineering and surveying, permitting, project management, and testing and configuration.

Pro Forma

Design Nine has developed a sophisticated set of financial analysis tools that are used in our planning projects to provide extremely detailed ten year financial projections for a proposed community broadband system. Inputs and outputs include take rates, prices for services, income and revenue projections, capital expenditures, operational expenditures, staffing projections, cash flow analysis, loan and grant considerations, buildout costs, and market projections.

Our ten-year pro forma has been designed specifically to model the unique business characteristics of a community-owned fiber and/or an integrated fiber and wireless network. We have provided these pro formas to more than forty communities in the past decade, and we are confident that we have the most detailed and comprehensive business analysis available.

Business and Service Models

Community investments in infrastructure need a sound business model to show how these projects will pay for themselves over time. We evaluate the local incumbent competition, identify appropriate pricing strategies, and identify the kinds of services that could be offered (e.g. tower space, conduit, dark fiber, lit circuits, etc.). We also ensure that our recommended business model meets all applicable local, Utah, and Federal telecommunications regulations.

Network Construction Management

Our experience designing AND building community-owned networks dates back to the earliest days of broadband Internet in 1993. Our planning work and recommendations documents have often become the basis of successful funding and grant applications, and we have helped our municipal clients build hundreds of miles of modern, fiber-based broadband networks.

Operations Management

Successful broadband infrastructure investments meet your goals with an affordable and efficient operations strategy. We have hands-on experience assisting our municipal customers with the management and operations of their networks. We can provide detailed, experience-based recommendations and best practice for network operations.

Comprehensive Broadband Plans

We have successfully taken local government broadband efforts from early phase planning to fully operational networks. Our final deliverable will focus on recommendations that “fit” Kaysville City. We believe it is essential that our work is matched to the broader community and economic development goals, so that the broadband investments support and enhance those long term goals and objectives.

PROPOSED SERVICES

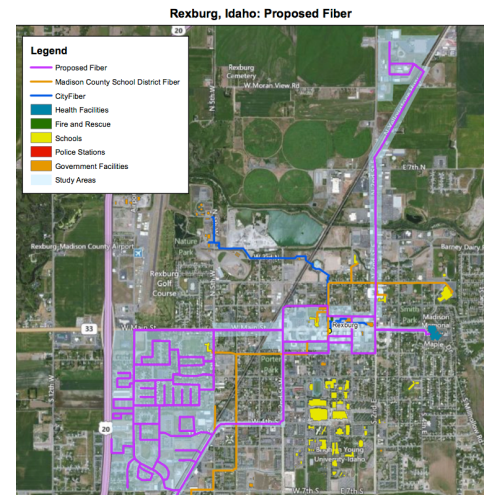
MARKET SURVEY AND ANALYSIS OF CURRENT OFFERINGS

Our Approach

We use a variety of paper and online surveys, geocode the survey responses and use GIS and mapping tools, including ArcGIS, to develop a comprehensive set of maps and data that illustrate where existing assets are located, where service is available, what services are available, where Internet and data cables leave/enter the area, and what kind of service and prices are currently available.

Work Process and Deliverables

- An analysis of current service provider offerings
- Map existing public and private broadband infrastructure.
- Map schools, government facilities, public safety facilities, utility facilities (e.g. pumping stations, water towers, etc.), health care facilities, and other public and private institutions and broadband users.
- Map business areas, economic development zones, business and industrial parks, retail/commercial areas (including core downtown areas of demand).
- Our Web-based market demand survey will form the basis for collecting geo-located market demand data.
- Design and distribute both residential and business broadband surveys, with questions focused on identifying key data needed for City decision-making.
- Deliver a service provider report that details by zip code service provider options and costs.
- Provide easy to understand graphs showing current Internet/Communications' costs compared to proposed.
- Conduct online Web-based surveys with an option to also mail surveys directly to every household.



Relevant Experience

In the past ten years we have produced extensive map sets for our clients. A typical map set for an area the size of Kaysville City would include many separate maps.

Recent work includes market studies for:

- Rexburg, Idaho – Extensive mapping effort for the City and the four surrounding counties (in Idaho and Wyoming) that comprised more than 20,000 square miles.
- Region VI, West Virginia – Conducted an online and mailed survey for six counties and more than 100,000 households.
- City of Roanoke, Virginia – Regional effort comprising more than 75,000 homes and businesses and fiber assets from more than ten public and private fiber owners.
- Dakota County, MN – Recently mapped hundreds of miles of fiber assets for the county and 11 cities in the county

GOVERNANCE AND OWNERSHIP OPTIONS

Our Approach

We will work with Kaysville leaders to explore a variety of governance and ownership options, evaluate community and economic development goals, examine service provider public/private partnership opportunities, and recommend an appropriate governance and ownership structure.

We will also provide an analysis of advantages and disadvantages of various ownership options, and provide a "next steps" list of activities that will be required once the right ownership option has been selected. We are very familiar with the challenges faced by community-owned telecom, and will provide an analysis of the regulatory landscape in Kaysville as well as the Federal/national level.



Work Process and Deliverables

- Detailed analysis of ownership options, including advantages and disadvantages of each, and considering local, state, and Federal regulatory issues and requirements. We typically start with more than a dozen options and identify two to three that we believe are a good fit for Kaysville City.
- Analysis of business model options available to Kaysville (e.g. private party majority ownership, City majority ownership, City/private partnership) with a discussion of the strengths and weaknesses of each model, and a recommendation for what we believe is the best fit.
- We will provide a case study analysis and best practice study of at least six other community and municipal fiber projects.
- An analysis of funding and financing options, including bonding, grants, fees, private financing, and other sources of capital.

Relevant Experience

- We provided an extensive business model and ownership analysis for the City of Rexburg, Idaho.
- Developed an innovative coop business model for the Wired West project which included 47 towns in western Massachusetts.
- Developed and implemented business models for Palm Coast, Florida (9th year of operation) and Danville, Virginia (10th year of operation). Both projects are in the black.

PRELIMINARY ENGINEERING DESIGN AND COST ESTIMATES

Our Approach

We bring extensive telecom engineering and construction management expertise to every work engagement. Our experience in modern Gigabit fiber broadband network design and wireless broadband will be used to develop a comprehensive set of options and recommendations, including cost estimates for potential infrastructure investments.

Our senior staff have extensive industry experience managing both public and private broadband networks. We will share our experience with Kaysville City as we identify a variety of options that are affordable and realistic for the area and City government.



Work Process and Deliverables

- Provide a detailed discussion of last mile broadband system options, advantages, disadvantages, appropriateness for the City, and costs.
- Map business areas, economic development zones, business and industrial parks, retail/commercial areas (including core downtown areas of demand).
- Provide GIS-based maps of proposed initial areas where projects may be feasible.
- Provide detailed "construction ready" cost estimates based on GIS maps.
- Provide a technical specification for Kaysville investments (e.g. conduit, fiber cable, colo/data center facility, network equipment, etc.) We will provide a variety of options for fiber to the home based on community needs and make certain that our options enhance economic development potential, education, and health care.

Relevant Experience

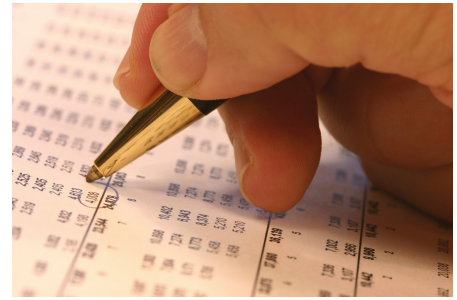
- In Bozeman, Montana, our feasibility study was used to develop local bank financing for 25 miles of Gig fiber in the City. Design Nine was hired after the study to build the network, which was delivered on time and within budget. Our cost estimate from the planning study was within 5% of the final cost.
- In Blacksburg, Virginia, we designed and built the first Gigabit fiber to the home in this university and high tech community.
- In Ashland, Virginia, we are currently completing a business-focused dark fiber network for the Town. Our work included construction bid documents, project management of the construction, and service provider negotiation and attraction.
- Our staff managed (2011-2012) the construction of a \$3 million state of the art Tier 3 data center in Rockbridge County, Virginia.
- Designed and specified all outside plant construction for more than 100 miles of underground and aerial fiber construction in Rockbridge County, Virginia (Rockbridge Area Network Authority--a project of three local governments).

FINANCIAL PROJECTIONS

Our Approach

WideOpen has developed a sophisticated set of financial analysis tools that are used in our planning projects to provide extremely detailed ten-year financial projections for a proposed community broadband network.

Inputs and outputs for this pro forma (about 25 pages of spreadsheets) include take rates, prices for services, income and revenue projections, cost of capital, network build out cost and expenditures, operational expenditures, staffing projections, cash flow analysis, debt service costs, depreciation and amortization schedules, revenue projections, and three tiers of market projections (residential, business, and government). We discuss key assumptions in detail.



Work Process and Deliverables

- We will provide Kaysville with a fully customized ten-year financial pro forma that includes the data developed in the market assessment phase. This tool provides us with the ability test multiple financing, service and product pricing, capex, and opex scenarios for Kaysville. We often will produce several "what if" pro formas in the course of study like this.
- The pro forma will provide a complete set of service and product pricing recommendations for up to three different market segments (typically residential, business, and government/institutional). The pro forma will use data collected from the demand aggregation work as input to market and revenue projections.
- We will provide a detailed analysis of start-up expenses and capitalization needed for successful implementation.
- The pro forma will include a detailed analysis and projections of operational costs, including staffing, office expenses, insurance, marketing, legal, equipment warranty costs, outside plant maintenance, network operations costs, emergency repair contract costs, pole attachments fees (if any), and lease costs for fiber and/or facilities.
- We will spend as much time as needed with Kaysville leaders to present the business model, explain the inputs and data sources, and answer any and all questions related to the pro forma.

Relevant Experience

- Our ten-year pro forma has been designed specifically to model the unique business characteristics of a community-owned fiber network. We have provided these pro formas to more than forty communities in the past decade, and we are confident that we have the most detailed and comprehensive business analysis available.
- Our ten year pro forma for Bozeman, Montana was extensively vetted by eight local banks and has led to the approval of a \$3.85 million bank financing package.
- Rockbridge Broadband Authority – Our pro forma became the basis for winning a \$10 million Federal grant.
- New Hampshire FastRoads – Our business modeling and ten year pro forma supported getting a \$7.7 million Federal grant for constructing 150 miles of Gigabit fiber.

ORGANIZATION AND NETWORK OPERATIONS OPTIONS

Our Approach

We bring extensive network organization and operations expertise to every work engagement. Our senior staff have extensive industry experience managing both public and private broadband networks.

We will work with the City to identify key operations and management roles, responsibilities, and tasks. We will develop a task/responsibility matrix that identifies key work activities and what entity will perform those tasks (e.g. City, contractor, private partner, etc.).

We will also provide an analysis of advantages and disadvantages of various operations approaches, and provide the City with a “next steps” list of activities that will be required once a decision has been made to move forward.



Work Process and Deliverables

- Several different operations models which could work for the Kaysville network.
- Identify the technical requirements needed to support the business models being evaluated for the network environment.
- Discussion of the operations characteristics of each operations model option and how the Kaysville roles and responsibilities would vary with each one.
- Provide an overview of each phase of network development, construction, and operations.
- An overview of operations and maintenance costs and budget estimates.
- Identify key operational cost areas and provide projections of expenses, including staffing, office expense, central office costs, CPE costs, equipment maintenance and replacement, network operations costs, various lease costs, professional services, and public awareness costs.

Relevant Experience

- We have created the organizational and operations policies and procedures for numerous community-owned projects.
- We have extensive experience with the development of infrastructure only and open access network operations.
- We provide operations support for the City of Danville's nDanville fiber network.
- We recently provided operations design for the community-owned Bozeman Fiber network in Bozeman, Montana.

RECOMMENDATIONS AND NEXT STEPS

Our Approach

Our long experience working with communities on **successful** broadband projects (some now in place for as long as ten years) gives us the knowledge needed to help you understand how to move forward.

With the policy goals and scope of work outlined in this document and the urgency of creating positive and measurable results, a constant focus on “what’s next?” will be very important. Design Nine will provide a comprehensive Recommendations document and a set of Next Steps that will identify short term actionable projects, activities, and strategies that can be implemented quickly.

Work Process and Deliverables

- We will provide a number of case studies of successful projects.
- We will discuss the challenges of working with service providers and our very successful experiences getting them to use community-owned infrastructure.
- We will provide “best practice” information based on our own successes and our observations of other successful community and local government projects around the country.
- We will discuss the Open Access model and its strengths and weaknesses, and how open access has been deployed on other community projects.
- Ownership and operations options and legislative issues will be discussed in our work focused on Organization and Network Operations Options.
- Our plan will also include potential legislative options.



Relevant Experience

Design Nine has a record of successfully overcoming technical, geographical, financial, and organizational challenges for our clients.

- Our planning documents have led to highly successful implementations of municipal and community owned networks. We help communities build networks that perform.
- Our attention to getting the right business model within the framework and limitations of state and Federal regulations has given us a significant track record: no community that has followed our recommendations has ever been sued by an incumbent carrier.
- Our attention hands-on experience with the operations and management of community networks and public/private partnerships means you get time-tested operational cost control and management best practice.

FEE SCHEDULE AND COST PROPOSAL

Fee Schedule and Cost Proposal

For work tasks, advisory support, and related activities requested by the Kaysville City over the period of the contract we are prepared to bill monthly as work is completed for the proposed engagement with a Not To Exceed fee of \$48,750 for all professional services, including all normal and ordinary travel, including up to four on-site visits.

If the City chooses to supplement the online survey with a direct mail survey to every household, we only charge the direct cost of printing and mailing the paper survey.

For any work requested outside this Scope of Services, the following rates would apply on an hourly basis.

Rate Schedule for Additional Staff Work	Hourly Rate
Broadband Architect (Project Lead)	\$125.00
Network Engineer	\$125.00
Senior Broadband Planner	\$110.00
Financial engineering and grant writing	\$115.00
GIS/CAD design and mapping work	\$85.00



KAYSVILLE CITY REDEVELOPMENT AGENCY BOARD MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Redevelopment Agency Board will hold a special meeting on Thursday, January 17, 2018 at 8:00 p.m. or as soon thereafter as the City Council meeting adjourns, in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, Utah.

The agenda shall be as follows:

1. Opening
2. Sales Agreement for City property.
3. 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 Recorder at (801) 497-7008.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall, the City website and have emailed copies to media representatives on January 15, 2019.

Maria T. Devereux

Maria Devereux/City Recorder

STAFF REPORT



COUNCIL MEETING DATE: January 17, 2019

ITEM NO.: 5c

TYPE OF ITEM: Action

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Sales Agreement on City Property

EXECUTIVE SUMMARY:

As discussed last meeting during the Closed Session, Kaysville has received an offer to purchase the property owned by the City on the corner of 400 West and Main Street. This offer is coming from the neighboring property owner so this should make both properties of more use and more valuable.

Since meeting last week we have counteroffered the potential buyer at a slightly higher price and she has agreed to a purchase price of \$195,000.

Council Options: Accept the Sales Agreement as presented.
Decline the Sales Agreement and instruct staff on how to proceed/request more information.

Recommendation: Accept the recommendation from Staff as presented.

Fiscal Impact & Fund Source for Recommended Action:
This proposal will benefit the city financially up to the sales price of the property minus commissions and other costs.

Attachments: Sales Agreement

**ADDENDUM #1
TO
REAL ESTATE PURCHASE CONTRACT**

This is an ADDENDUM to the REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Referenced Date of December 26, 2018, including all addenda and counter offers, between The Good Spray LLC, as Buyer, and Kaysville City, as Seller on the property located at 368 North Main Street, Kaysville, UT 84037.

The following terms are hereby incorporated as part of the REPC, and to the extent these terms modify or conflict with any provisions of the REPC, these terms shall control. All other terms of the REPC not modified shall remain the same:

1. Purchase Price shall be: \$195,000.00
2. Seller shall have the right to unilaterally terminate the REPC if necessary Kaysville City approvals are not obtained. Seller's right to terminate shall expire at 5:00 PM MST, January 21, 2019.

Buyer and Seller agree that the contract deadlines referenced in the REPC (Check applicable box): ☒ Remain Unchanged ☐ are changed as follows: N/A.

☐ Seller ☒ Buyer shall have until 5:00 ☐ A.M. ☒ P.M. Mountain Time, Thursday January 17th, 2019 to accept these terms in accordance with Section 24 of the REPC. Unless so accepted, this offer shall lapse.

DocuSigned by:
Shay Zell
521E122191C145A...

1/14/2019

☐ Buyer ☒ Seller

Date

ACCEPTANCE/REJECTION/COUNTER OFFER

CHECK ONE:

- ☒ Acceptance: ☐ Seller ☒ Buyer hereby accepts these terms.
☐ Counteroffer: ☐ Seller ☐ Buyer presents as a counteroffer the terms of the attached Addendum NO. ____

Shay Zell
☒ Buyer ☐ Seller

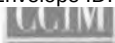
1/15/19 6:00pm
Date Time

☐ Rejection: ☐ Seller ☐ Buyer rejects these terms.

☐ Buyer ☐ Seller

Date

Time



CCIM Chapter

PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE

This is a legally binding contract. This form has been prepared by counsel for the Utah CCIM Chapter. Parties to this Purchase and Sale Agreement for Commercial Real Estate (the "PSA") may agree, in writing, to alter or delete provisions of this PSA. All such changes should be reflected in an Addendum. The body of this PSA should not be modified. Seek advice from your attorney and tax advisor before entering into a binding contract.

FUNDAMENTAL TERMS OF OFFER TO PURCHASE UNIMPROVED LAND

"REFERENCE DATE": December 26, 2018

"SELLER": Kaysville City

With Notices to be given at: Street Address 23 East Center Street

City, State, Zip Code Kaysville Utah 84037

Fax, Email _____

"BUYER": The Good Spray LLC

With Notices to be given at: Street Address 2056 Mapleridge Drive

City, State, Zip Code Bountiful, Utah 84010

Fax, Email _____

"PROPERTY": Name/General Description:

Address: 368 North Main Street

City: Kaysville County: Davis Utah, Zip: 84037

County Tax Parcel #: 113640003

Source of legal description (check applicable box):

☒ [X] TITLE COMMITMENT (See Section 8(a))

☐ [] SURVEY (See Survey Addendum, if applicable)

The Property also includes certain rights and interests described in Section 2.

"DEED": ☐ [] General Warranty Deed ☒ [X] Special Warranty Deed ☐ [] Other _____

"TITLE POLICY": ☒ [X] Standard Coverage ☐ [] Extended Coverage

"PURCHASE PRICE": \$187,000

"EARNEST MONEY DEPOSIT": \$2,000 _____ in the form of: ☐ [] Wire Transfer

☒ [X] Buyer's Check to be deposited with ☐ [] Buyer's Brokerage ☒ [X] Title Company/Escrow Agent ☐ [] Other.
Buyer agrees to deliver the Earnest Money Deposit no later than five (5) Business Days after Acceptance (as defined in Section 23). The Brokerage or Other depository shall deposit the Earnest Money into the Real Estate Trust Account no later than five (5) Business Days from receipt.

"SELLER DISCLOSURE DEADLINE": (Date) January 25, 2019

"DUE DILIGENCE DEADLINE": (Date) February 22, 2019

"SETTLEMENT DEADLINE": (Date) March 1, 2019

"SELLER'S AGENT / BROKERAGE": Chris Falk, Newmark

"BUYER'S AGENT / BROKERAGE": Steven Andrews, Newmark

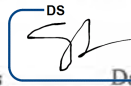
"TITLE COMPANY/ESCROW AGENT": North American Title, David Wright

"MEDIATION": Seller and Buyer ☒ [X] DO ☐ [] DO NOT elect to mediate in accordance with the provisions of Section 15.

ADDITIONAL TERMS: There ☐ [] ARE ☒ [X] ARE NOT addenda to this PSA containing additional terms. If there are, the terms of the following (each, an "Addendum" or collectively, the "Addenda") are incorporated into this PSA by this reference:

☐ [] Seller Financing ☐ [] Financing Contingency ☐ [] ALTA Survey ☐ [] Assumption of Financing ☐ [] Other Addendum

Seller's Initials



1/14/2019

Date

Buyer's Initials



Date

12/26/18

OFFER TO PURCHASE

1. OFFER TO PURCHASE. Buyer offers to purchase the Property from Seller for the Purchase Price and otherwise upon the terms and subject to the conditions set forth in this PSA. Certain capitalized terms used in this PSA are defined in Section 27.

2. PROPERTY. Unless excluded by another provision of this PSA or an Addendum or Counteroffer, the Property includes: (a) all non-trade fixtures presently attached to the Property; (b) all personal property owned by Seller and used primarily in connection with the Property; (c) Seller's right, if any, in any names or trademarks under which the Property is operated, but not including the generic name or trademarks of Seller; (d) all rights and easements appurtenant to the Property; and (e) all water rights and/or water shares, if any, that are the source for culinary or secondary water used in connection with the Property.

3. PAYMENT OF PURCHASE PRICE. Unless the Loan Assumption Addendum or the Seller Financing Addendum is part of this PSA, the Purchase Price and all other sums shall be paid by federal funds wire transfer or other collected funds at the Closing.

4. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline or on another date upon which the Parties agree in writing.

4.1 Settlement. "Settlement" shall be deemed to have occurred only when all of the following have been fully completed: (a) Buyer and Seller have signed and delivered to the Escrow Agent all documents required by this PSA, by any lender, or by Applicable Law; (b) any monies required to be paid by Buyer under this PSA (except for the proceeds of any new loan) have been delivered by Buyer to the Escrow Agent; and (c) any monies required to be paid by Seller under this PSA have been delivered by Seller to the Escrow Agent. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the Escrow Agent for its services in the Settlement and Closing. Taxes and assessments for the current year, collected rents, association dues, utilities and charges accrued under contracts relating to the Property and assumed by Buyer, operating expenses relating to the Property and interest on any assumed obligations shall be prorated as of 11:59 p.m. on the day prior to Settlement unless otherwise agreed to in a settlement statement or other writing executed by the Parties. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement.

4.2 Closing. "Closing" means consummation of the transaction contemplated by this PSA and shall be deemed to have occurred only when: (a) Settlement has occurred; (b) the proceeds of any new loan have been delivered by the lender to the Escrow Agent; and (c) the applicable Closing documents have been recorded in the Official Records of the County Recorder of the County in which the Property is located. If a lender is funding a portion of the Purchase Price, loan proceeds must be delivered to Escrow Agent not later than the end of the fifth (5th) Business Day following completion of Settlement or Buyer shall be in default.

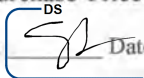
5. POSSESSION. Seller shall deliver physical possession of the Property to Buyer within twenty-four (24) hours following Closing or at such other date and time as is specified in an Addendum.

6. CONFIRMATION OF BROKERAGE FEES AND AGENCY DISCLOSURE. Buyer and Seller each acknowledge prior receipt of written agency disclosure provided by their respective Agents that has disclosed the agency relationships that are confirmed in the Fundamental Terms. Buyer and Seller further acknowledge that brokerage fees due as a result of this transaction are being paid based upon the terms of a separate written agreement. If an Agent or Brokerage represents both Seller and Buyer, then he, she or it shall constitute a "Limited Agent," as defined in applicable regulations of the Utah Division of Real Estate.

7. DEED AND TITLE INSURANCE.

7.1 Deed. Seller will convey title to Buyer at Closing by statutory form of Deed specified in the Fundamental Terms. Buyer agrees to accept title to the Property subject to: (a) the Permitted Exceptions (defined below); (b) any lease or property management agreement timely disclosed to Buyer pursuant to Section 8 below and not objected to by Buyer prior to the Due Diligence Deadline; and (c) any title exception arising by, through or under Buyer.

7.2 Title Policy. At Settlement, Seller agrees to pay for the Title Policy specified in the Fundamental Terms, in the amount of the Purchase Price insuring title to the Property to Buyer subject only to the Permitted

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Buyer's Initials  Date 12/26/18

Exceptions (the "**Title Policy**"). Buyer, at its sole option, cost and expense, may elect to obtain additional coverage or additional specific endorsements.

8. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline, Seller shall provide to Buyer the following to the extent they are within the possession or control of Seller and at Seller's sole cost and expense (the "**Seller Disclosures**"):

- (a) a title commitment (the "**Title Commitment**") from a title company selected by Seller (the "**Title Company**"), together with a copy of each instrument, agreement or document listed as an exception to title in such Title Commitment;
- (b) Seller property condition disclosure for the Property signed and dated by Seller;
- (c) a true and correct copy of all leases, management agreements and contracts affecting the Property;
- (d) all copies in Seller's possession of studies and/or reports which have previously been performed in connection with or for the Property, including without limitation, environmental reports, soils studies, seismic studies, physical inspection reports, site plans and surveys, and identification of such studies of which Seller is aware but that are not in Seller's possession;
- (e) all copies of written notices relating to a violation of Applicable Law including, without limitation, Environmental Law and laws relating to land use, zoning or compliance with building codes;
- (f) evidence of any water rights and/or water shares used in connection with the Property; and
- (g) all other documents described as Seller's Disclosures in any Addenda or Counteroffers to this PSA.
- (h) a true and correct copy of all leases and rental agreements now in effect with regard to the Property (the "**Leases**"); and,
- (i) operating statements of the Property for its last three full fiscal years of operation plus the current fiscal year through the last day of the month prior to the Effective Date, certified as correct and complete by the Seller or by an independent certified public accountant (the "**Operating Statements**").

9. BUYER'S DUE DILIGENCE AND RIGHT TO CANCEL. No later than the Due Diligence Deadline, Buyer, at its sole cost and expense, shall: (a) conduct such Due Diligence as it deems necessary and appropriate; and (b) determine if the results of its Due Diligence are acceptable. The Due Diligence Deadline is subject to extension as set forth in any Addendum attached hereto. If, prior to Closing, the Title Company issues a supplemental or amended title report showing additional title exceptions (the "**Amended Title Commitment**"), Due Diligence Deadline shall be extended five (5) Business Days from the date of Buyer's receipt of such Amended Title Commitment.

9.1 Title and Survey Matters. In conducting its due diligence prior to the Due Diligence Deadline, Buyer may review the Title Commitment, Survey and all other Seller Disclosures as referenced in Section 8. Seller agrees to cooperate with Buyer in connection with Buyer's Due Diligence investigation by providing additional information or documentation reasonably requested by Buyer.

(a) **Removal of Monetary Liens.** Notwithstanding anything in this PSA to the contrary, unless specifically set forth in an Addendum or Counteroffer, Seller covenants and agrees that all Monetary Liens shall be removed by Seller at Closing or insured against by the Title Insurer at Seller's sole cost and expense, regardless of whether Buyer has objected to such Monetary Lien(s). This provision will survive Closing.

(b) **Permitted Exceptions.** Those matters reflected in the Title Commitment to which Buyer does not object or agrees to waive following objection; provided however that Permitted Exceptions does not include (i) delinquent taxes or assessments, or (ii) deeds of trust, mortgages, judgment liens, mechanics' liens, materialmen's liens, and other liens or monetary encumbrances placed on or against the Property.

9.2 Inspection. In conducting its Due Diligence prior to the Due Diligence Deadline, and at any time thereafter until Settlement, Buyer may, upon reasonable notice and at reasonable times, conduct inspections, appraisals and for tests on the Property. Buyer shall enter to conduct such inspections and tests on the Property only during reasonable hours and with reasonable prior notice to Seller. Seller shall have the right to accompany Buyer and any of its agents on the Property at all times. All inspections and tests shall be conducted in a manner that does not unreasonably disrupt the activities and business of Seller and its tenants, and Buyer shall indemnify, hold harmless and defend Seller, its tenants and their employees, invitees and guests from and against any and all liabilities, claims, actions or damages (including reasonable attorneys' fees and court costs) which arise from, are caused by, or are in any manner connected with Buyer's Due Diligence and caused by or arising from the actions of Buyer, including, without limitation, claims for payment for inspection services, claims for mechanic's liens, claims for physical damage to the Property and claims arising from personal injury.

9.3 Buyer's Right to Cancel or Resolve Objections.

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Buyer's Initials



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(a) **Right to Cancel or Object.** If Buyer, in Buyer's sole discretion, determines that the results of the Buyer's Due Diligence are not acceptable, then, not later than the Due Diligence Deadline, Buyer shall either: (a) cancel this PSA by providing written notice to Seller, in which event the Earnest Money Deposit shall be released to Buyer; or (b) provide to Seller one or more written notices setting forth Buyer's objections in reasonable detail (the "Objections").

(b) **Failure to Respond.** If Buyer does not timely take either of the actions described in Section 9.3, then the results of the Buyer's Due Diligence shall be deemed approved by Buyer, all Objections which Buyer could have asserted shall be deemed waived by Buyer and, unless another condition or contingency set forth in an Addendum or Counteroffer remains unsatisfied, the Earnest Money Deposit shall become nonrefundable except in the event of Seller's default.

(c) **Response by Seller.** If Buyer timely provides Objections to Seller, Buyer and Seller shall have five (5) Business Days after Seller's receipt of the Objections (the "Response Period") in which to agree in writing upon the manner of resolving the Objections. Seller may, but shall not be required to, resolve the Objections. If Buyer and Seller have not agreed in writing upon the manner of resolving the Objections prior to the expiration of the Response Period, Buyer may cancel this PSA by delivering written notice to Seller not later than five (5) Business Days after the end of the Response Period (the "Termination Date"); whereupon the Earnest Money Deposit shall be released to Buyer and neither Party shall have any further rights, obligations or liabilities under this PSA except as expressly set forth herein. If this PSA is not canceled by Buyer under this Section, the Objections shall be deemed waived by Buyer and the Earnest Money Deposit shall become nonrefundable except upon Seller's default. If the Response Period extends past the Settlement Deadline, the Settlement Deadline shall be extended to the date that is five (5) Business Days following the extended Termination Date. If the Termination Date extends past the Settlement Deadline, the Settlement Deadline shall be extended to the date that is five (5) Business Days following such Termination Date.

9.4 Estoppel Certificates. For a Commercial Property involving commercial leases, Seller shall deliver to Buyer, not less than five (5) Business Days prior to the Closing Date, in form reasonably required by Buyer or its secured lender, or in the form required by the applicable Leases, executed estoppel agreements from all tenants of the Property except as set forth in an Addendum attached hereto. If Seller cannot cause the required tenants to execute estoppel agreements in a form reasonably acceptable to Buyer and to Buyer's lender at least five (5) Business Days prior to the Settlement Date, Buyer may, at its sole discretion, extend the Settlement Deadline for up to thirty (30) Business Days to allow Seller additional time to obtain the required estoppel certificates. If Seller does not obtain the required estoppel agreements, Buyer may terminate the PSA by written notice to Seller, in which event the Earnest Money Deposit shall be returned to Buyer, and no Party shall have any further rights, obligations, or liabilities under the PSA except as expressly set forth in the PSA. If Buyer does not timely terminate the PSA, then Buyer shall be deemed to have waived the provisions of this Section.

10. SELLER REPRESENTATIONS AND WARRANTIES. Seller represents and warrants that the following statements are true and complete as of the Effective Date and shall be true and complete as of the Settlement and Closing. The following representations and warranties shall survive the date of Closing for one (1) year, and shall terminate and be null and void if or to the extent a legal action has not been filed in a court of competent jurisdiction prior to the expiration of such one (1) year period:

(a) there is no action, suit, administrative proceeding or other proceeding pending in any court or before any arbitrator of any kind or before or by any governmental body or, to Seller's knowledge, threatened against Seller and/or the Property which may adversely affect the transaction contemplated by this PSA;

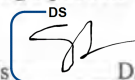
(b) all work which has been or will be performed in, on or about the Property, or materials furnished to the Property which might in any circumstances give rise to a mechanic's or materialman's lien (other than relating to work performed by Buyer), will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained;

(c) Seller has not received any written notice or citation indicating that the Property is in material violation of Applicable Law;

(d) to Seller's knowledge, the consummation of the transactions contemplated by this PSA and the compliance by Seller with the terms of this PSA do not and will not conflict with or result in a material breach of any of the terms or provisions of any agreement, arrangement, undertaking, accord, document, or instrument to which Seller is a party or by which Seller or the Property is bound;

(e) Seller is not a "foreign person" as that term is defined in Code Section 1445 and shall deposit with Escrow Agent at or prior to Settlement, an affidavit in such form as may be required by the U.S. Internal Revenue Service, setting forth Seller's full name, address and taxpayer identification number and stating under penalty of perjury that Seller is not a "foreign person" as so defined;

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Buyer's Initials

 Date 12/26/18

(f) except as set forth in writing upon delivery and to Seller's knowledge, all copies Seller provides to Buyer under Section 8 above are true and correct copies of the originals or copies within Seller's possession;

(g) except as set forth in this Section, there are no leases, use agreements or similar agreements in effect with respect to the Property giving any third party the right to possession of the Property;

(h) to the Knowledge of Seller, the Property is in compliance with all Applicable Law;

(i) To the Knowledge of Seller and except as disclosed by environmental reports provided to Buyer, no Hazardous Material is present in, on or under the Property or any nearby real property which could migrate to the Property. Seller has not used the Property or any part thereof, and to its Knowledge no other Person has used the Property or any part thereof, for the production, processing, manufacture, generation, treatment, handling, storage, transportation or disposal of Hazardous Material while the Property has been owned by Seller;

(j) except as disclosed by Seller in writing: (i) the Leases provided will be accurate and complete; (ii) the Leases are in full force and effect and all rent is accruing without offset or deduction; (iii) there are no Persons leasing or, to the Knowledge of Seller, occupying the Property except the tenants described in the Leases; (iv) the Leases have not been amended or modified; (v) no monthly rent has been paid more than one (1) month in advance and no security deposit or prepaid rent has been paid; (vi) no tenant is entitled to interest on any security deposit; (vii) the tenants have accepted possession of their respective premises and all improvements and construction required to be performed by the landlord under the Leases have been completed; (viii) no event has occurred and no condition now exists which, with or without notice or the passage of time, or both, would constitute a material breach or a default by the landlord or, to the Knowledge of Seller, by any tenant; (ix) no money is owed or will become owing to any tenant for improvements or otherwise under the Leases; and (x) there are no leasing commissions or other commissions, fees or compensation presently owed or which will become due and payable under any of the Leases or which could become due and payable in the future upon the exercise of any right or option contained in any of the Leases; and,

(k) the Operating Statements delivered to Buyer are correct and complete in all material respects and accurately show and fairly present all income and expenses of the Property for the periods indicated in all material respects, subject to customary and consistent year-end adjustments.

11. NO OTHER REPRESENTATIONS AND WARRANTIES. Except as expressly set forth in this PSA or in an Addendum or Counteroffer: (a) Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Buyer, "**AS IS, WHERE IS, AND WITH ALL FAULTS**" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Seller; and (b) Seller has not, does not and will not, with respect to the Property, make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition or merchantability, or with respect to the value, profitability, developability or marketability of the Property.

12. CHANGES PENDING CLOSING. Between the Effective Date and the date of Closing, and except as and to the extent otherwise permitted by an Addendum hereto, Seller shall:

(i) comply with all Applicable Law;

(ii) continue and maintain all current casualty and liability insurance policies on the Property;

(iii) manage, operate, maintain and repair the Property in the ordinary course of business in accordance with sound property management practice and in good repair and working order and condition; and,

(iv) keep in force property insurance covering all buildings, structures, improvements, machinery, fixtures and equipment included in the Property insuring against all risks of physical loss or damage, subject to standard exclusions, in an amount equal to the actual replacement cost (without deduction for depreciation) of such buildings, structures, improvements, machinery, fixtures and equipment.

During such period Seller shall not:

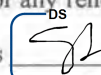
(i) create or suffer to be created any further Monetary Lien against the Property;

(ii) make any substantial alterations or improvements to the Property; or,

(iii) except for the usage and storage of normal and customary amounts of Hazardous Material found in cleaning and maintenance supplies stored and used in compliance with Environmental Law, shall not use, produce, process, manufacture, generate, treat, handle, store, release or dispose of any Hazardous Material in, on or under the Property.

12.1 Leasing Matters. Between the effective Date and the date of Closing, and except as and to the extent otherwise permitted by an addendum hereto. Seller shall provide Buyer with copies of any and all proposed Leases, Lease renewals, Lease modifications and Lease amendments which Seller proposes to execute. Buyer shall have no approval rights with respect to proposed Leases, Lease renewals, Lease modifications and Lease amendments until after the Due Diligence Deadline. From and after the Due Diligence Deadline, Seller will not enter into any new Lease relating to the Property, or any renewal, modification or amendment of any currently existing Leases, without

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first obtaining Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Unless the Parties otherwise agree in writing; any brokerage commission payable with respect to a new Lease, a Lease modification and/or Lease amendment executed after the Due Diligence Deadline shall be paid by Buyer; and all tenant improvements required under any Lease (and/or Lease modification and/or amendments) executed after the Due Diligence Deadline shall be completed at Buyer's sole cost and expense.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a legal entity rather than an individual, each Person executing and delivering this PSA or any Addendum or Counteroffer for it unconditionally and irrevocably warrants his or her authority to do so and to bind Buyer or Seller. Each of Seller and Buyer further warrant that the execution and delivery of this PSA by it has been duly and validly authorized, and all requisite actions have been taken to make this PSA valid, binding and enforceable upon it.

14. COMPLETE CONTRACT. This PSA together with any attached Addendum and Counteroffer, exhibit, and Seller Disclosures, constitutes the entire agreement between the Parties regarding the purchase and sale of the Property and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the Parties. This PSA cannot be changed except by written agreement of the Parties. Subject to the limitations on assignment expressly set forth in any Addendum or Counteroffer, this PSA shall inure to the benefit of and be binding on the Parties hereto and their respective heirs, legal representatives, successors and assigns.

15. MEDIATION. If the Parties have elected to mediate by checking the appropriate box in the Fundamental Terms, any dispute relating to this PSA that arises prior to or after Closing shall first be submitted to mediation. Mediation is a process in which the Parties meet with an impartial Person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The Parties to the dispute must agree in writing before any settlement is binding. The Parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved thirty (30) days from the date written notice requesting mediation is sent by one Party to all other Parties. If mediation fails, the other procedures, rights and remedies available to the Parties under this PSA shall apply. Nothing in this Section shall prohibit any Party from seeking emergency equitable relief pending mediation including, without limitation, an injunction.

16. DEFAULT. In the event of a default by Buyer, Seller shall be entitled, as Seller's sole and exclusive remedy, to terminate this PSA by written notice to Buyer, in which event the Earnest Money Deposit shall be paid to Seller as liquidated damages. In the event of a default by Seller, Buyer shall be entitled, at its option: (a) to terminate this PSA by written notice to Seller, in which event the Earnest Money Deposit shall be returned to Buyer and Buyer shall be entitled to and agrees to accept from Seller, a sum equal to the Earnest Money Deposit as liquidated damages; (b) to enforce Seller's obligations under this PSA by a suit for specific performance; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. Upon termination of this PSA by either Party, no Party shall have any further rights, obligations, or liabilities hereunder except as expressly set forth in this PSA. The Parties acknowledge and agree that the actual damages upon default are uncertain in amount and difficult to ascertain, and that the amount of liquidated damages specified in this Section was reasonably determined.

17. ATTORNEYS' FEES AND COSTS. In the event of litigation or binding arbitration arising out of this PSA, the prevailing Party shall be entitled to costs and reasonable attorneys' fees. Attorneys' fees shall not be awarded for participation in mediation under Section 15.

18. NOTICES. All notices required under this PSA must be: (a) in writing; (b) signed by the Party giving notice; and (c) received by the other Party, the other Party's Agent or the other Party's Brokerage no later than the applicable date referenced in this PSA. Notices may be hand delivered, faxed, emailed, delivered by certified mail, return receipt requested or by a national overnight courier service such as, but not limited to, Federal Express. If a notice is sent by electronic transmission, the burden of proving receipt will be on the sender.

19. ABROGATION. Except for the provisions of Sections 5, 7, 9.2, 14, and 15 and any other provisions of this PSA which expressly survive the termination of this PSA, the provisions of this PSA shall not be enforceable after Closing.

20. RISK OF LOSS; EMINENT DOMAIN. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until Closing. In the event of any destruction exceeding five percent (5%) of the Purchase Price or any taking or commencement of a taking by any governmental agency of a material

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portion of the Property, Buyer may, at Buyer's sole discretion, terminate this PSA by written notice to Seller within ten (10) days of notice of the commencement of taking or event of destruction, in which event all the Earnest Money Deposit, together with any interest accrued thereon, shall be promptly refunded to Buyer. If Buyer does not terminate this PSA, the insurance or condemnation proceeds, or right to collect the same, shall be paid or assigned to Buyer at Closing.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this PSA, and any extension of the time for performance of any obligation or satisfaction of any condition must be agreed to in writing by all Parties. Unless otherwise explicitly stated in this PSA: performance under this PSA which references a date shall absolutely be required by 5:00 P.M. Mountain Time on the stated date. Business Days shall be counted beginning on the day following the event which triggers the timing requirement (i.e., delivery of a specified notice, etc.). If the date for performance falls, or the deadline expires on a day which is not a Business Day, performance shall be required or the deadline shall expire on the next Business Day thereafter. Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and other Persons which are not Parties, except as otherwise agreed to in writing by such Persons.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Facsimile (fax) or Email transmissions of a signed copy of this PSA, any Addenda and Counteroffers thereto, and the retransmission of any signed fax or Email shall be the same as delivery of an original, subject to confirmation of receipt by the other party hereto. This PSA and any Addenda and Counteroffers thereto may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) delivers to the other Party or to the other Party's Agent or Brokerage written notice of acceptance of the offer or counteroffer by hand delivery, fax, email, delivery by certified mail, return receipt requested or by a national overnight courier service such as, but not limited to, Federal Express. The burden of proving delivery will be on the sender.

24. DEADLINES. Buyer and Seller agree that Seller Disclosure Deadline, the Due Diligence Deadline and Settlement Deadline are as set forth in the Fundamental Terms, as modified by any Addendum hereto.

25. TAX DEFERRED EXCHANGE. Each Party shall cooperate with the other Party in effecting a tax deferred exchange under the I.R.S. Code; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange will be at no additional liability and cost to the other Party; (b) the exchange will not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. Except in cases of Default by a non-exchanging party, the exchanging Party hereby indemnifies and agrees to defend and hold the other Party harmless from and against any and all claims, demands, costs and expenses which the other Party may sustain or incur resulting from the attempt by the exchanging Party to consummate the sale or acquisition of the Property as a tax deferred exchange.

26. JOINT PREPARATION. The provisions of this PSA have been negotiated by all Parties hereto and should therefore not be interpreted or construed in favor of or with prejudice against any particular Party, but in accordance with the general tenor of the language used.

27. DEFINITIONS. Certain capitalized terms previously used in this PSA are defined above. In addition to those capitalized terms, the following capitalized terms shall have the following meanings:

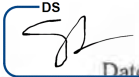
"Agent" means Buyer's Agent or Seller's Agent, as applicable.

"Applicable Law" shall mean and include: any and all laws, rules, regulations or ordinances of any governmental authority having jurisdiction over a specified matter, as the same may be in effect from time to time, including, without limitation, any Environmental Law.

"Brokerage" means Buyer's Brokerage or Seller's Brokerage, as applicable.

"Business Day" shall mean any day other than a Saturday, Sunday, or legal holiday on which national banks in Utah are authorized by federal law to close.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

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"Counteroffer" means a Counteroffer signed by the Party making the Counteroffer to this PSA, and which Counteroffer will be attached to this PSA as an addendum.

"Deed" means the form of Deed checked in the appropriate box on page 1 of this PSA in the Fundamental Terms.

"Due Diligence" means such investigations of and tests on or regarding the Property as Buyer deems necessary and appropriate.

"Effective Date" means the date both Seller and Buyer have executed this PSA and accepted Counteroffers and Addenda, as applicable.

"Environmental Law" shall mean any federal, state, or local law, statute, ordinance, rule, or regulation pertaining to health, industrial hygiene, or the environmental conditions on or under the Property, or relating to releases, discharges, emissions, or disposals from the Property to air, water, soil, or groundwater, or relating to the withdrawal or use of groundwater, or relating to the use, handling, or disposal of polychlorinated biphenyls, asbestos, or urea formaldehyde, or relating to the treatment, disposal, storage, or management of Hazardous Materials or relating to the transportation, storage, disposal, or management, including, without limitation, the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended, and the Resource Conservation and Recovery Act of 1976, as amended, and all rules, and regulations, published pursuant thereto or promulgated thereunder.

"Fundamental Terms" means the Fundamental Terms of Offer to Purchase set forth on page 1 of this PSA as modified by an accepted Counteroffer or Addendum.

"Hazardous Material" shall mean and include, without limitation: (a) those substances included within the definitions of **"hazardous substances"** and **"hazardous waste"** in any Environmental Law; and (b) any material, waste, or substance which is or contains asbestos, polychlorinated biphenyls, petroleum and its derivative by-products, and other explosive or radioactive materials.

"Knowledge" means the actual knowledge of a Party and imposes a duty to investigate the applicable files and records but without a duty of further inquiry. The knowledge of a specific person may be set forth in an Addendum if desired.

"Lease" shall have the meaning set forth in Section 8(h).

"Monetary Liens" means each of the following to the extent arising by, through or under Seller: judgment liens, mortgages, deeds of trust, mechanic's liens, pre-construction liens, liens that secure the payment of money or credit, and liens or charges for delinquent taxes.

"Operating Statements" shall have the meaning set forth in Section 8(i).

"Parties" means Seller and Buyer.

"Party" means Seller or Buyer.

"Permitted Exception" has the meaning set forth in Section 9.1(b).

"Person" means any natural individual human, any legal entity, a trust or the trustees of a trust acting in such capacity.

"Reference Date" means the date set forth in the Fundamental Terms on which the offer was prepared.

"Title Commitment" means a commitment issued by the Title Insurer for the Title Policy insuring the Owner's title in the Property in the full amount of the Purchase Price.

"Title Policy" means a standard 2006 ALTA Owner's Policy of Title Insurance issued by the Title Insurer.

OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept and deliver an acceptance of this Offer by 5:00 P.M. Mountain Time on January

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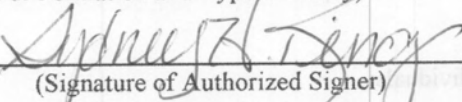
18, 2019____, this Offer shall lapse, and the Buyer's Brokerage or Escrow Agent, as applicable, shall return the Earnest Money Deposit to Buyer.

If Buyer is an entity:

The Good Spray LLC
(Print Name of Entity)

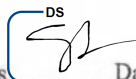
December 26, 2018
(Date)

Utah
(State of Formation and Type of Entity)

By: 
(Signature of Authorized Signer)

Name: SYDNEY H. KING
(Print Name of Authorized Signer)

Its: Managing Member
(Print Position of Signer)

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ACCEPTANCE/COUNTEROFFER/REJECTION**CHECK ONE:**

☐ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller accepts the foregoing offer on the terms and conditions specified above.

☒ **COUNTEROFFER:** Seller presents for Buyer's acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached Addendum No. 1.

☐ **REJECTION**

If Seller is an individual or individuals:

(Signature of Seller)

(Print Name of Seller)

(Date)

(Signature of Seller)

(Print Name of Seller)

(Date)

If Seller is an entity:

kaysville city

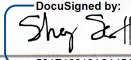
1/14/2019

(Print Name of Entity)

(Date)

Utah

(State of Formation and Type of Entity)

By: 
(Signature of Authorized Signer)

Name: Shayne Scott
(Print Name of Authorized Signer)

Its: City Manager
(Print Position of Signer)

Seller's Initials SS

Date 1/14/2019

Buyer's Initials SK

Date 12/26/18



Utah
CCIM Chapter

EARNEST MONEY RECEIPT
(to be used if requested by Buyer or Seller)

The Buyer's Brokerage or Escrow Agent, as applicable, acknowledges receipt of the Earnest Money Deposit in the amount of \$ _____.

(Date) _____

(Print Name of Brokerage or Title Company) _____

By: _____

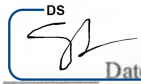
(Signature above acknowledges receipt of Earnest Money Deposit)

Name: _____

(Print Name of Signer)

Its: _____

Seller's Initials _____



Date

1/14/2019

Buyer's Initials _____

Date

12/26/18



Utah
CCIM Chapter

(Print Position of Signer)

DOCUMENT RECEIPT

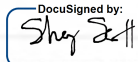
State law requires Brokerage or Agent to furnish Buyer and Seller with copies of this PSA bearing all signatures. This document should be made part of the closing documents and signed prior to Settlement. (Fill in applicable Section below.)

A. I acknowledge receipt of a final copy of the foregoing PSA bearing all signatures:

(Signature of Buyer's Authorized Signer)

(Print Name of Authorized Signer)

(Date)

DocuSigned by:

521E122191C145A...

Shayne Scott

1/14/2019

(Signature of Seller's Authorized Signer)

(Print Name of Authorized Signer)

(Date)

B. I personally caused a final copy of the foregoing PSA bearing all signatures to be ☐ faxed ☐ Emailed ☐ mailed

☐ hand delivered on _____ (Date), postage prepaid, to the ☐ Seller ☐ Buyer.

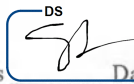
Sent/Delivered by (specify): _____

(Signature)

(Print Name of Signer)

(Date)

Seller's Initials



1/14/2019

Date

Buyer's Initials



Date 2/26/18