KAYSVILLE CITY
MUNICIPAL BUILDING AUTHORITY BOARD
NOTICE OF SPECIAL MEETING AND AGENDA

NOTICE IS HEREBY GIVEN that a special meeting of the Governing Board of the Municipal Building Authority of Kaysville City, Utah will be held on Thursday, July 18, 2019 at 6:45 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville.

The agenda shall be as follows:

1. Opening.
2. Award of Bid on the Kaysville City Hall Remodel.
3. Adjournment.

The Municipal Building Authority of 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 July 12, 2019.

Annemarie Plaizier

Annemarie Plaizier
Agency Secretary

STAFF REPORT

COUNCIL MEETING DATE: July 18, 2019
ITEM NO.:

TYPE OF ITEM: Consent
PRESENTED BY:

SUBJECT/AGENDA TITLE: Municipal Building Addition and Remodel

EXECUTIVE SUMMARY:

Bids were solicited for the Municipal Addition and Remodel, bids were opened on July 2, 2019 at 3pm, City Council room. Advertisement for the bidding occurred on City Website, BidSync, newspaper, etc. Eight bids were received for the project. (See attached bid tabulation sheet). The low bid for the project was Judd Construction for $4,211,340.

Staff as well as MHTN have vetted out the low bid and are comfortable recommending Judd Construction for this project.

Council Options: 1. Approve bid.
2. Disapprove bid.

Recommended Options: Approve contract to Judd Construction

Fiscal Impact & Fund Source for Recommended Action: This is a project of the Municipal Building Authority financed by the issuance of lease revenue bonds and an equity contribution from the Kaysville City General Fund.

Attachments: RFB Bid Tabulation sheet, MHTN Letter

Kaysville Municipal Building Addition and Renovation RFB Tabulation Sheet

7/2/2019 - Bid Opening 3pm

		Respondent Name							
	Base Bid	Wasatch West Contractors	Boderick & Henderson	Valley Design & Const.	Advanced Solutions Group	Stout Building Contractors	Merrill Sheriff Const.	EK Bailey Const.	Judd Const.
1	Demolition	103,800.00	98,287.00	76,408.00	125,714.00	137,872.00	103,795.00	89,416.04	65,000.00
2	Materials for Building concrete work	168,390.00	240,000.00	225,830.00	93,812.00	137,444.00	0.00	52,033.00	105,000.00
3	Labor for building concrete work	incld	incld	incld	86,641.00	incld	240,780.00	74,810.00	incld
4	Masonry including Precast components	179,000.00	227,000.00	178,102.00	189,687.00	171,174.00	168,994.00	153,480.00	174,789.00
5	Structural Steel	97,370.00	64,457.00	37,368.00	100,411.00	75,581.00	69,157.00	64,458.00	64,457.00
6	Steel Joist Framing	42,760.00	42,752.00	incld	39,286.00	incld	0.00	42,752.00	65,000.00
7	Steel Decking	incld	incld	42,752.00	14,313.00	incld	10,797.00		42,752.00
8	Metal Fabrications	incld	incld	incld	incld	2,258.00	0.00	48,698.00	incld
9	Metal Railings	8,400.00	20,000.00	10,000.00	46,485.00	incld	0.00		15,000.00
10	Rough Carpentry, Framing and Trusses	348,750.00	375,000.00	400,444.00	282,348.00	251,547.00	251,547.00	251,547.00	135,000.00
11	Architectual Woodwork and Casework	140,910.00	140,902.00	150,902.00	158,155.00	37,244.00	140,902.00	140,902.00	140,902.00
12	Waterproofing	11,460.00	1,300.00	1,725.00	1,459.00	incld	1,725.00	2,900.00	6,500.00
13	Building Insulation	21,990.00	21,985.00	21,985.00	23,254.00	21,985.00	21,985.00	21,188.00	21,188.00
14	Air Barriers	incld	34,790.00	21,540.00	22,212.00	incld	21,540.00	19,789.00	incld
15	EIFS	35,590.00	35,590.00	71,500.00	42,019.00		35,590.00	29,950.00	21,000.00
16	Metal Roofing	168,300.00	incld	282,095.00	183,296.00	99,178.00	0.00	267,095.00	251,295.00
17	Membrane Roofing	82,995.00	incld	incld	117,857.00	78,580.00	251,295.00	incld above	incld
18	Metal Flashings and Trim	incld	251,295.00	incld	5,051.00	incld	0.00		incld
19	Roof Hatches	3,230.00	3,500.00	2,805.00	3,785.00	incld	2,805.00		2,805.00
20	Joint Sealants	6,000.00	3,200.00	6,500.00	11,224.00	1,500.00	500.00	15,944.00	incld
21	Steel Doors and Frames	96,620.00	87,613.00	97,871.00	34,796.00	82,239.00	100,596.00	73,439.00	73,439.00
22	Wood Doors	incld	incld	incld	36,480.00	incld	0.00	incld above	incld
23	Access Doors	1,490.00	700.00	2,100.00	4,266.00	incld	600.00	8,800.00	
24	Special Function Doors	incld	incld	incld	13,582.00		1,500.00		8,800.00
25	Aluminum Entrances, Storefront	126,500.00	126,500.00	153,445.00	134,694.00	135,487.00	126,500.00	110,072.00	126,500.00
26	Door Hardware	incld	incld	incld	23,037.00	incld	0.00		incld
27	Glass and Glazing	incld	incld	incld	6,159.00	incld	0.00		incld
28	Gypsum Drywall Assemblies/Panel Sheathing	117,140.00	117,135.00	117,135.00	131,478.00	121,600.00	117,135.00	78,196.00	80,833.00
29	Ceramic Tile	43,810.00	36,799.00	45,257.00	41,305.00	44,349.00	36,799.00	36,799.00	45,257.00
30	Acoustical Ceilings	57,990.00	48,259.00	43,100.00	45,238.00	40,499.00	47,900.00	43,100.00	47,803.00
31	Resilient Flooring and Accessories	79,330.00	incld	71,100.00	9,416.00	76,000.00	79,321.30	71,100.00	75,100.00
32	Carpet	incld	71,100.00	incld	82,003.00	incld	0.00	incld above	incld
33	Sound Absorbing Wall units	incld	10,000.00	5,000.00	8,418.00		45,000.00		incld
34	Pianting and Staining	32,200.00	46,987.00	58,034.00	57,665.00	45,995.00	54,374.00	37,995.00	58,677.00
35	Visual Display Boards		2,626.00	2,626.00	730.00	1,870.00	0.00	10,370.00	2,626.00
36	Toilet Compartments	5,860.00	5,070.00	3,704.00	5,564.00	incld	5,070.00		10,640.00
37	Signage Interior	9,000.00	6,450.00	8,595.00	9,954.00	8,119.00	13,045.00	8,595.00	8,595.00
38	Signage Exterior	1,900.00	incld	4,450.00	4,995.00	4,450.00	0.00		4,450.00
39	Wall Protection	6,100.00	15,000.00	5,000.00	10,439.00	3,848.99	0.00	8,806.00	
40	Toilet Accessories/AEC Units	3,400.00	6,820.00	3,734.00	5,034.00	6,942.00	3,392.00	16,125.00	incld
41	Fire Protection Specialties	690.00	900.00	3,445.00	3,608.00	3,215.00	627.00	388.00	incld
42	Flagpole	6,000.00	2,100.00	5,212.00	5,850.00	3,700.00	5,212.45	9,260.00	2,550.00
43	Louver Blinds and Roller Shades	6,520.00	6,520.00	8,379.00	9,405.00	8,379.00	8,378.75	8,379.00	11,340.00
44	Fire Sprinkler	93,000.00	93,692.00	92,995.00	68,122.00	102,995.00	92,995.00	60,692.00	92,995.00
45	Plumbing	265,000.00	incld	184,965.00	207,613.00	641,700.00	184,965.00	107,195.00	63,000.00
46	Mechanical HVAC	385,270.00	631,700.00	401,568.00	387,581.00	385,268.00	385,268.00	391,931.00	352,300.00
47	Electrical	849,100.00	849,099.00	849,099.00	588,273.00	849,099.00	546,003.00	691,306.00	546,003.00
48	Communication Systems	incld	incld	incld	77,449.00		112,139.00		112,139.00
49	Audio/Video Systems	incld	incld	incld	218,338.00	194,521.00	194,520.68	194,521.00	199,850.00
50	Access Control Systems	incld	incld	incld	24,694.00		33,164.00		35,165.00
51	Fire Alarm	incld	incld	incld	20,204.00	25,000.00	35,165.00	35,165.00	33,164.00
52	Other		304,002.00	50,000.00					15,851.00
53	Site Clearing	17,000.00	incld	361,736.00	80,413.00	104,061.00	120,000.00	47,526.70	99,061.00
54	Earthwork	71,000.00	450,000.00	incld	147,174.00	202,760.00	6,100.00	246,960.96	71,641.00
55	Paving	34,590.00	36,084.00	38,438.00	37,813.00	20,050.00	41,201.00	32,035.83	41,200.00
56	Fencing and Gates	16,990.00	16,986.00	12,208.00	17,732.00	5,600.00	11,008.00	3,175.00	6,700.00
57	Storm and Sewer Piping	33,000.00	incld	incld	52,547.00	46,815.00	0.00	8,527.68	48,815.00
58	Other	79,600.00		25,000.00			240,790.00		121,119.00
59	Items noted (site concrete work, rough landscape grade, etc)								114,800.00
60	General Conditions	540,000.00	332,600.00	549,728.00	251,476.00	582,849.00	535,089.01	691,780.00	590,239.00
	Total Base Bid	4,398,045.00	4,864,800.00	4,733,880.00	4,410,554.00	4,761,773.99	4,505,270.19	4,307,202.21	4,211,340.00

MHTN
ARCHITECTS

July 10th, 2019

Cole R. Stephens
Parks, Recreation and Public Properties Director
Kaysville City Corporation
23 East Center Street
Kaysville, UT 84037

Re: Review of Apparent Low-Bidder (Judd Construction) for Kaysville Municipal Building Addition and Renovation Project

Dear Cole & Kaysville City:

On behalf of MHTN Architects, we would like to thank you for the opportunity to prepare Bidding Documents for the Kaysville Municipal Building Addition and Renovation project over the period of the last eight months.

On Tuesday, July 2 at 3:00 pm, the bid opening took place at Kaysville City. Eight official sealed bids were received and Judd Construction from Draper Utah was the apparent low bidder for the aforementioned project at that time.

At the request of the project Steering Committee, consisting of: Mayor Katie Witt; City Manager, Shayne Scott; Community Development Director, Lyle Gibson; and Parks, Recreation and Public Properties Director, Cole Stephens; the MTHN-led design team has been reviewing the Schedule of Values and sub contractor information provided by Judd Construction with their sealed bid. The process included review by the project Civil, Structural, Mechanical, Electrical and AV engineers, and the Architecture team, of the Schedule of Values, as well as requesting additional references and information about the proposed sub contractors. Our review rendered no major concerns and our team takes no exception with Kaysville City moving forward and formalizing a contract with Judd Construction to proceed with the construction activities.

This letter provides or implies no guarantee of contractor performance, or completeness of bid, but rather represents a review for anticipated general conformance with project scope, budget and schedule.

We look forward to our continued relationship with Kaysville City during the Contract Administration phase, wherein the Building Addition and Renovation project will be realized, creating a new home for Kaysville City Municipal functions.

Sincerely,

MHTN Architects, Inc.

Peggy A. McDonough Jan, AIA
President

MHTN Architects, Inc.

J.Ryan Wallace, AIA
Associate

420 East South Temple, Suite 100, Salt Lake City, Utah 84111 / P 801.595.6700 / F 801.595.6717 / www.mhtn.com

MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, July 18, 2019, starting at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT. A Municipal Building Authority Board Meeting will be held prior to the council meeting at 6:45 p.m. An Architectural Review Committee Meeting will be held at 8:00 p.m., or as soon thereafter as the City Council meeting adjourns.

MUNICIPAL BUILDING AUTHORITY BOARD MEETING – 6:45 P.M.

CITY COUNCIL MEETING – 7:00 P.M.

The agenda shall be as follows:

1. OPENING
   a. Provided by Council Member Jake Garn.
2. RECOGNITIONS AND PRESENTATIONS
   a. Carole and Brent Barney Recognition.
3. DECLARATION OF ANY CONFLICTS OF INTEREST
4. CONSENT ITEMS
   a. Approval of the Minutes of the June 20, 2019 meeting.
   b. Approval of the Minutes of the July 2, 2019 meeting.
   c. Change Order for 300 East Street.
   d. Approval of Professional Services for a System Reliability Study.
   e. Approval of Vehicle Purchase for the Power Department.
   f. Award of Bid for Conduit Boring Project.
   g. Approval of an Interlocal Agreement for Joint Use of Facilities with Davis School District.
5. ACTION ITEMS
   a. Carbon Free Power Project Resource Subscription and Jump Allocation.
   b. Consideration of a Cellular Tower in Barnes Park, and Site Lease Agreement with T-Mobile West, LLC.
6. WORK ITEMS
   a. Kaysville Personnel Rules and Regulations Update Discussion.
   b. Fiber Optic Discussion.
7. CALL TO THE PUBLIC (3 MINUTE LIMIT, MUST SIGN UP IN PERSON)
8. COUNCIL MEMBER REPORTS
9. CITY MANAGER REPORT
10. ADJOURNMENT

ARCHITECTURAL REVIEW COMMITTEE MEETING – 8:00 P.M.

1. Consideration of a Cellular Tower in Barnes Park to Replace an Existing Light Post.

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 July 12, 2019.

Annemarie Plaizier
City Recorder

KAYSVILLE CITY COUNCIL
June 20, 2019

Minutes of a regular Kaysville City Council held June 20, 2019 at 7:00 p.m. in the City Council Chambers of the Kaysville City Municipal Center.

Council Members present: Mayor Katie Witt, Council Member Dave Adams, Council Member Larry Page, Council Member Jake Garn, Council Member Michelle Barber, and Council Member Stroh DeCaire

Others Present: City Attorney Nic Mills, City Manager Shayne Scott, Finance Director Dean Storey, City Recorder Annemarie Plaizier, Community Development Director Lyle Gibson, Public Works Director Josh Belnap, Assistant Police Chief Seth Ellington, Lieutenant Shawn McKinnon, Information Systems Manager Ryan Judd, John Swan Adams, Kevin Porter, Brandon Wood, Glenn Zeh, Tallor Willmore, Heber Davis, Brad Malmstrom, Harrison Hughs, Michael Halls, Sheila Baxter, MacRay Baxter, Dan Burton, Becky Burton, Paul Pitcher, Gary Hoffman, Jamie Sampson, Jason Sampson, Brooke Hoffman, R. Neil Van Leeuwen, Andre Lortz, Carole Walters, Carla Whitaker, Zane Larsen, Amy Jarman, Nicole Hawkins, Chad Hawkins, Eric Littlefield, Cameron Littlefield, Susan Knap, Luke Barber, Benson Black, Eric Isom, Beth Holbrook

OPENING

Heber Davis, with Scout Troop 407, provided an opening prayer.

RECOGNITIONS AND PRESENTATIONS

UTA AND KAYSVILLE REPORT – UTA TRUSTEE BETH HOLBROOK

Beth Holbrook explained that she is the UTA Trustee for the Davis, Heber and Box Elder County districts and is here to give an update on the current level of services provided by UTA and what is anticipated for the future. Over the last five months, UTA has been conducting a study to try to determine the public's needs and wants are for their service resources, specifically bus services. UTA will be developing a bus network plan to incorporate the public's priorities, based off of this study. This draft network plan is anticipated to be ready by Fall 2019, but won't be implemented until Fall 2021. With the growth within Utah communities being anticipated to rise substantially over the next forty years, most of this will occur along the Wasatch Front. UTA has been looking into different scenarios that would improve their services. Our big economic centers has shifted from Ogden to Provo, and now UTA has over ninety miles of track. The track is only a single track, therefore trains are required to pull over in order to change directions or wait for another train to pass. Ideally they would like to have double track all along their route. Because of concerns with air quality on the Wasatch Front, UTA is also considering electrification of FrontRunner. This will require a complete overhaul on all locomotives. UTA anticipates upgrading two locomotives per year, and hopes to have all of them completed by 2024. With an electrified system they will be able to run more efficient locomotives and will be able to increase their capacity. UDOT will not be able to build enough freeways to meet future capacity needs of our freeways and highways without causing economic challenges. Every person utilizing UTA's services takes another vehicle off of our freeways. There are already issues with cars bottlenecking in Davis County during peak hours. One question UTA receives a lot is about why FrontRunner does not work on Sundays. The Federal Government requires that their tracks be inspected once a week and they have chosen to do so on Sundays.

Mayor Witt asked about the autonomous vehicle trial.

Beth Holbrook responded that UTA has partnered with UDOT and has purchased two autonomous vehicles which are currently being tested in Farmington at Station Park. While the vehicles are self-driving, there is an attendant on them to help passengers acclimate to them. Currently these vehicles are free to ride and they can take passengers throughout Station Park and over to Lagoon. Only a handful of states have gotten federal approval to run these self-driving vehicles on city streets. UTA wants to help integrate these vehicles into community events to get people used to seeing and using them. They are working with the city to be able to use this vehicle to get passengers to the city's events. UTA encourages both cities and residents to give them feedback so they can continue to improve their services.

<u>OPEN MEETINGS LAWS TRAINING/DEPARTMENT REPORT – NIC MILLS</u>

City Attorney Nic Mills explained that it is required by the Utah Open and Public Meetings Act that there be annual training on the requirements of public meetings. Each public body should have open deliberation. There is no prohibition from members emailing each other, but it shouldn't devolve into deliberation on topics. Mr. Mills explained the procedures of a closed door meeting and that there can only be specific topics discussed during closed meetings. The city must keep a complete unedited record of the closed meeting, which becomes a protected record under GRAMA. If the City is discussing the character of an individual, there is no recording but the presiding officer must certify that it was the sole purpose of meeting. Mr. Mills gave a report on the city's Legal Department and explained that Kaysville City is responsible for prosecuting all Class B and C Misdemeanors and Infractions that occur in Kaysville City. The Legal Department receives its cases from the Kaysville City Police Department, Davis County Sheriff's Office, Utah Highway Patrol, Davis County Animal Control, and other various other local law enforcement agencies. In 2018, the Legal Department filed 2,879 new cases, which are in addition to ongoing cases that the City monitors to insure that probation is being complied with. In 2018, the City conducted 23 trials, 1 motion hearing, with the bulk of these cases being traffic cases. There were 162 GRAMA requests processed in 2018. These ranged from complex and time-consuming to very simple. The Legal Department Staff has been, and will continue to be, pursuing training and education opportunities in both legal and HR areas.

<u>DECLARATIONS OF ANY CONFLICTS OF INTEREST</u>

Council Member Barber stated that Item 5b, the rezone request at 1955 West 200 North, will directly affect her neighborhood.

Mayor Witt commented that Council Member Barber will not need to recuse herself.

CONSENT ITEMS

Mayor Witt asked that the following items be pulled for discussion:
- c. Appointment of Planning Commission Members.
- d. Appointment of Historic Preservation Committee Members.

Council Member DeCaire made a motion to accept the following Consent Items:
- a. Approval of the minutes of the June 6, 2019 meeting.
- b. Approval of Davis County Polling Locations.
- e. Community Development Vehicle Purchases.
- f. Acceptance of Improvements for the Whisper Creek Hollow Subdivision.
- g. Award of Contract for Environmental Assessment.

The motion was seconded by Council Member Adams.

The vote on the motion was as follows:

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

The motion passed unanimously.

APPOINTMENT OF PLANNING COMMISSION MEMBERS

Mayor Witt explained that there are three Planning Commission terms expiring on June 30, 2019. Recently applications were received and interviews conducted to fill those vacancies. The three applicants that were chosen are: Steve Lyon, Toby Barrus and Quan Nguyen.

Council Member Page made a motion to accept the Appointment of Planning Commission Members, seconded by Council Member DeCaire.

The vote on the motion was as follows:

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

The motion passed unanimously.

APPOINTMENT OF HISTORIC PRESERVATION COMMITTEE MEMBERS

Mayor Witt explained that with the recent creation of the Historic Preservation Committee ordinance, applications were taken in order to create the board. The ordinance states that "The Commission shall be composed of seven (7) members appointed by the Mayor with the consent of City Council. One of the members shall always be the Mayor, who shall be an ex-officio member; one of the members shall be a member of the City Council; … and at least (5) of the seven (7) members shall reside in Kaysville City." The following applicants were chosen: Elizabeth Heath, Brittany Bremer, Rob Dansie, Judy Rigby, Mark Johnson, and Council Member Barber.

Council Member Barber made a motion to accept the Appointment of Historic Preservation Committee Members, seconded by Council Member Garn.

The vote on the motion was as follows:

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

The motion passed unanimously.

ACTION ITEMS

PRELIMINARY PLAT APPROVAL FOR TYLER ESTATES PHASE 3 AMENDED SUBDIVISION AT 1048 WEST TYLER'S WAY – MAC RAY BAXTER

Community Development Director Lyle Gibson explained that this property located at 1048 West Tyler's Way was recently rezoned from the R-A zone to the R-1-10 zoning district to accommodate a proposed subdivision. The property is 1.3 acres in size and has one existing home and a large garage built on it. Mr. Baxter is looking to subdivide the lot with one lot having the existing home on it, and the second lot with the existing garage building, which could potentially be converted into a dwelling. The right-of-way is already fully improved here; the applicant will only need to install some utilities to the new lot. Both lots comply with the zoning requirements. The Planning Commission voted unanimously to recommend approval for the proposed preliminary plat.

Council Member Adams made a motion to grant preliminary plat approval for Tyler Estates Phase 3 Amended Subdivision at 1048 West Tyler's Way for Mac Ray Baxter, seconded by Council Member DeCaire.

The vote on the motion was as follows:

Council Member Barber, yea
Council Member DeCaire, yea
Council Member Adams, yea

Council Member Page, yea
Council Member Garn, yea

The motion passed unanimously.

REQUEST TO REZONE 5.74 ACRES OF PROPERTY AT 1955 WEST 200 NORTH FROM A-5 (HEAVY AGRICULTURE) AND R-1-20 (SINGLE FAMILY RESIDENTIAL) TO THE R-1-8 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT TO INCLUDE THE PRUD OVERLAY ZONE – BRAD FROST/CAPITAL REEF MANAGEMENT (TABLED ITEM)

Lyle Gibson explained that the Council reviewed this proposed rezone request at 1955 West 200 North in their June 6, 2019 meeting. The item was tabled with direction to look into traffic calming measures in order to discourage through traffic, that the developer work further with neighboring property owners, and that additional information be provided regarding storm water and irrigation water. Since the meeting, a development agreement has been created where traffic calming measures have been agreed to per recommendation from Staff. Capital Reef Management, which is also Ovation Homes, is proposing that a traffic median be installed at the intersection of 200 North and 1700 West Street, as well as Angel Street and 75 South Street. They are also proposing that a stop sign be installed at the intersection of 1700 West and 75 South Street. Staff had been made aware of outreach effort by the developer, however an update on that effort will need to come from the applicant. Staff is continuing to look into what water is feeding the ditch currently on the property. It is generally believed that with the recent 200 North Street improvements, irrigation and storm water systems were kept separate and existing water rights and access were maintained.

Michael Halls commented that he lives on 75 South and since the previous City Council meeting he has been able to speak with the developer and get more information about this development. However, he still has some concerns about the proposed rezone because the R-1-8 zone allows for a minimum of 8,000 square foot lots, and this property is surrounded by a much less dense zoning. Rezones need to help encourage better living and preserve the character of the neighborhood. The PRUD overlay zoning allows the developer to have some variety in the development. There is a variety of lot sizes being proposed, but the planned open space is going to be along 200 North and not acting as a buffer to surrounding existing properties. This doesn't seem to be following the spirit of the ordinance. It seems that there are too many homes being crammed into this property. The neighbors are concerned about potential traffic problems this development might create also.

Dan Burton said that he owns a property immediately south of this development and said that the developer has assured that a privacy fence will be installed along the perimeter of the property. Mr. Burton said that he is also concerned about allowing an R-1-8 zone here as it will set a precedence for the surrounding properties. Also, he feels that installing a median on Angel Street and 75 South wouldn't work because the street is only thirty-five feet wide and trailers wouldn't be able to get through there if there is a median in the road. If a stop sign is installed on 1700 West at 75 South, it should be made into a three-way stop so all traffic would have to stop. It would help to deter through traffic. Mr. Burton added that he had been living here for just under twenty years and there has always been water flowing on this proposed property, and there are still concerns about where and how that water will be piped.

Jason Sampson commented that he has concerns about comingling this development with the existing neighborhood. This is a unique development and doesn't exist anywhere else in west Kaysville. Ovation Homes has built other similar developments and it seems those were located in areas with similar zones. We seem to be the only city allowing them to have such small lots. The lots need to be larger so that it's more cohesive with the surrounding properties. The neighbors here are not necessarily opposed to development, but would like to see a less dense zone being proposed.

Gary Hoffman stated that he lives on 75 South and appreciates the Council tabling this item so that the neighbors had time to meet with the developer. The community has been pleased with the developer's efforts to try to minimize traffic. However, there are still concerns that the storm water will be adequately planned for. Additional studies need to be done. This item should be tabled again until an engineer could review the potential runoff and flooding this development might cause. Mr. Hoffman added that there is a small brick home on 200 North which might be considered a historic site and would like to see that the developer consider saving the building, and that should be put into the development agreement.

Susan Knap said that she spoke at the previous Council meeting and agrees that the neighbors just want the city to be smart about what is allowed to be developed. This rezone doesn't fit into the area. The development should be similar to what is already here and how it's already zoned. The zone shouldn't be changed in order to fit the agenda of a developer. The Council needs to be a voice for the citizens of Kaysville. The homes and lots being proposed are much smaller than what is already in the area. The homes in this development will all look the same. Creating an R-1-8 zoning here will be creating a high density development.

Luke Barber commented that he lives on 75 South and used to live on Havenwood Drive near a similar active adult community development. The lots there are similar to those being proposed tonight and they also sit next to the R-1-20 zoning. It's a similar situation and they are great neighbors to live by. Mr. Barber added that he is also concerned about water issues on this property because this property always seems to have standing water on it.

Council Member Page asked about the development process.

Lyle Gibson responded that in a typical scenario the first application would be for a rezone, if needed. Then the property would go through a plat process, which is when technical issues would be reviewed. Development agreements are included in many situations to ensure that it's developed how we expect it to be. Before final plat approval the plat will be reviewed to ensure it meets the engineering specifications. Storm water plans will also be reviewed at that time. Those who have water rights previously will continue to receive those water rights and the development has to continue to provide those.

Council Member Page asked who would be required to fix problems after the subdivision is developed.

Lyle Gibson responded most developers are willing to work to correct those items.

Council Member Adams said that there has been previous instances where if something happens after the one year warrantee period ends then the city is left having to pay for the repairs. Council Member Adams asked if the city allows the main sewer and land drains to be outside of the right-of-way.

Lyle Gibson responded that it depends on the situation. It is something that would need to be reviewed by the sewer district to get their approval. The sewer district is aware of this project but because this is only a request for a rezone there hasn't been much feedback.

Brad Frost, with Ovation Homes, added that the sewer district will review the plat before final approval as well. When Ovation Homes had first looked at purchasing this property they met with one of the property owners and had an extensive conversation about the water flow on the property. This year has been a very wet year and is not what we'd typically see here. The water will be piped to continue to provide water for those who still utilize the irrigation system. They will also be installing an additional catch basin to help prevent any pooling on 200 North Street.

Council Member Garn asked about the traffic median.

Brad Frost responded that they are willing to install medians, but the size and type of medians might change after they've determined what will fit there. They want to assure residents that they are willing to make an effort to help alleviate their concerns.

Council Member Garn asked about the brick house on 200 North.

Brad Frost responded that they are open to discussing preserving the building. The land it sits on is not very large and they are willing to see what kind of opportunities they have there.

Council Member Barber asked why the developer is not considering the R-1-10 zoning district rather than the R-1-8 zone.

Lyle Gibson responded that while the number of proposed lots would not change if zoned R-1-10 rather than R-1-8, because of the PRUD overlay and open space requirements, they would not be able to provide the required open space under the R-1-10 zone and still meet the setbacks of the zone.

Council Member Garn made a motion to approve the request to rezone 5.74 acres of property at 1955 West 200 North from the A-5 (Heavy Agriculture) and R-1-20 (Single Family Residential) to the R-1-8 (Single Family Residential) zoning district to include the PRUD (Planned Residential Unit Development) overlay zone for Brad Frost/Capital Reef Management, seconded by Council Member Page.

Council Member Garn said that this type of development is something that is needed and this would be a good place to have it.

Council Member DeCaire commented that sometimes these rezone applications get comingled with considering a plat as well, but they need to be considered separately. It seems that the neighbors here are not necessarily opposed to development in general, but are more concerned with issues that will be considered when we are reviewing the preliminary and final plats. In those cases we trust the engineering of the plat and the developer. As a Council we need to look at things from all sides and make a decision that will benefit the community.

Council Member Adams said that our current General Plan says that higher density housing should be considered along major streets. However the Council should honor those who live here and their vision of the city and their neighborhood. We are continuing to see these types of requests more often and with the review of the General Plan coming soon we should really look more closely at each district of the city to see what we want to see there.

Council Member Barber stated that she feels that the R-1-10 zone would be a better fit for this area and asked if the Council could approve this application to the R-1-10 zone rather than the R-1-8 zone.

Nic Mills responded that the applicant has applied for the R-1-8 zoning district and the Council can't alter the application. The applicant would have to reapply for the different zone.

The vote on the motion was as follows:

Council Member DeCaire, yea
Council Member Adams, nay
Council Member Page, yea
Council Member Garn, yea
Council Member Barber, nay

The motion passed with a vote of three to two.

Lyle Gibson explained that the development agreement would run with the property itself, and not the developer. Therefore if Ovation Homes were to sell the property, the next owner would still have to follow the approved development agreement or ask for an amendment. The development agreement that Ovation Homes has provided discusses the architecture of the buildings, street improvements to be installed, and installing a six foot privacy fence around the perimeter of the subdivision, landscaping. The subdivision's HOA will be in charge of maintaining the landscaping and fencing of the property. The agreement also mentions the developer's providing traffic stop signs and traffic calming measures as discussed. They will be in charge of providing a water system as part of the construction of the subdivision. Ovation Homes has also discussed possibly installing speed tables. However the Public Works department has expressed some concern about this and would prefer to hold off on installing the speed table until we have the data to justify them.

Council Member Barber commented that she would like to include a stipulation in the development agreement that would warrant the developer to install a speed table in the future if it is needed. Council Member Barber asked about the proposed stop sign at 1700 West and 75 South.

Brad Frost added that they were planning to install two stop signs at the intersection of 1700 West.

Council Member DeCaire made a motion to approve the Development Agreement for a Residential Subdivision at 1955 West 200 North for Capital Reef Management, LLC, seconded by Council Member Page.

The vote on the motion was as follows:

Council Member Adams, nay
Council Member Page, yea
Council Member Garn, yea
Council Member Barber, yea
Council Member DeCaire, yea

The motion passed with a vote of four to one.

CONSIDERATION OF DEVELOPMENT AGREEMENT AND REZONE REQUEST OF 4.7 ACRES OF PROPERTY AT 1325 WEST 200 NORTH FROM R-A (RESIDENTIAL AGRICULTURE) TO THE GC (GENERAL COMMERCIAL) ZONING DISTRICT – KEVIN PORTER/OGDEN CLINIC PROFESSIONAL CORPORATION

Lyle Gibson explained that Ogden Clinic is requesting to rezone the property at 1325 West 200 North in order to accommodate a proposed medical clinic. The property borders the Rail Trail to the west, a church to the east, and residential areas to the east and south. This request was previously reviewed by the Planning Commission on April 11, 2019. After holding the Public Hearing, the Planning Commission gave direction to the developer to meet with the neighbors to discuss some of their concerns, and return with a development agreement addressing issues that have been brought up, such as building height, landscaping and lighting. The Commission also requested that a traffic study be done to help increase the understanding of how this use might impact the total traffic capacity and performance on both Flint Street and 200 North. The applicant held a meeting at City Hall on April 23, 2019 with neighboring residents. Based on the conversation at that meeting and previous discussion with the Planning Commission, a development agreement has been drawn up to further refine the type of development this would be under the requested zoning district. The Planning Commission reviewed this item for a second time on May 23, 2019 where they made a recommendation to the City Council. This process has highlighted some existing traffic issues, particularly on 200 North and the Rail Trail crossing. Engineering studies indicate that there is capacity on 200 North to handle the anticipated traffic from the proposed use. City Staff will be looking into improvements at the Rail Trail crossing, as well as optimization at the Flint Street and 200 North intersection. Regarding access, the ultimate building design and site layout are still to be determined, but multiple access points may be preferable for handling traffic and best servicing emergency vehicles. The development agreement addresses the need to look at this closely at the time of building permit review. Possible uses of the clinic could include: family medicine, sports medicine, dermatology, medical weight loss, gastroenterology, labs, radiology, or urgent care. Ogden Clinic will further refine the specialties and services to be provided at this site based on need. Once determined, the site of the building design and site plan will be further refined. The applicant has outlined some specific concessions in the development agreement that they are willing to make in order to be good neighbors and fit in the community, but they also hope to keep some flexibility in the final design knowing they will have a better understanding of services provided at the facility at a later date. The site may be impacted by the final size and height potential of the building. Should the applicant desire to exceed the thirty-five foot height limit allowed as a permitted use in the zone, they would be required to return to the Planning Commission for consideration of a conditional use permit.

Neil Van Leeuwen said that he lives in the Mountain Vistas neighborhood to the west and the proposed rezone from R-A to GC is a big change for their area. It is uncertain if this is the right time to be rezoning this property commercial. It would be more appropriate to wait until after the General Plan is reviewed so we have a better idea of what we want for this area of the city in the future, especially 200 North Street. There are already a lot of major traffic issues on 200 North. Accidents occur along here frequently and traffic needs to be addressed before rezoning this property to commercial. Mr. Van Leeuwen stated that he is not in favor of the commercialization of 200 North, which is what it seems to be turning into. The citizens shouldn't have to adapt to what the city wants, but rather the city should listen to what the citizens want.

Chad Hawkins commented that he also lives in the Mountain Vistas subdivision and his property is directly west of what will be built here. He is also not in favor of the commercialization of 200 North Street. Many neighbors are concerned with how this might affect safety in the area. There is also concern about the potential building height for the clinic, as well as what lighting might be used here. Another concern they have is in regards to drivers trying to make a left-hand turn from this property with the pedestrian crosswalk so close. There needs to be more detail about the proposed building and site included in the development agreement. We don't know a lot right now. Businesses use their square footage to make money. If they can make their building bigger they will. In the original proposal from Ogden Clinic they were proposing a three-story building. This doesn't fit into the neighborhoods surrounding this property. It's not a natural look for this location. Don't keep the development agreement so generalized that the developer can build whatever they want. We should wait and see what specifics they can include into the agreement before approving it. This can really become a deterrent for all those who already live here.

Benson Black stated that he is also concerned about traffic in this area. He has a background in civil engineering and doesn't feel that the traffic study that was commissioned by the Planning Commission really addressed the issues here. The increased traffic from this business will affect the traffic light at Flint Street and 200 North. Traffic flow and conflicting turns need to be considered. How will those safety issues be addressed? There are a lot of people who utilize the Rail Trail and there have been a lot of close calls there. This business will likely draw a lot of business from the residents of west Kaysville, and those residents will want to turn left to get back onto 200 North. This property should remain residential.

Amy Jarman said that she would like to see this item tabled tonight so that more questions could be answered. Traffic is a huge concern and this shouldn't be approved when there are so many unknowns, and when it will add to traffic on 200 North and the safety of those pedestrians using the Rail Trail. We need more specific answers. Also, there are trees on the property that are a great buffer for the homes to the west and the neighbors would like to see them remain on the property. Lighting needs to be directed away from the nearby residences. Ogden Clinic has stated that they won't be building for a while. If they decide to sell before then, the new owners should be required to go through this same process.

Kevin Porter, representing Ogden Clinic, stated that in the development agreement they've stated that they will install fencing along the east side of the property. They will also consider keeping what existing trees that they can, and will be planting more trees than is required by the city. Several rows will be planted along the east and south sides to help protect those adjacent homes. Addressing lighting pollution is critical and therefore they will have lighting engineers to design their lighting plan to ensure that it is constructed in a way to direct lighting downward. They will also have shorter light poles. They need the lighting for the safety of their patients, but could turn the lights off when they are closed for the evening. Initially they had talked about building a three-story building, but after meeting with the residents they would only be building a two-story building, under the height limit of the zone.

Council Member Barber asked about traffic circulation from this property and how many access points there will be.

Kevin Porter responded that they will have a minimum of two access points to 200 North Street. It will be necessary to have at least one of those as a left-hand turn. They want to create the safest traffic flow as possible and more than one access point is needed to provide emergency access.

Council Member Barber asked about not allowing left-hand turns from this property.

Lyle Gibson responded that if traffic is forced to head east-bound, we will see more U-turn movements, as well as traffic cutting through driveways and parking lots which is more dangerous and causes more problems.

Council Member Garn said that traffic studies have warranted 200 North to eventually become a four-lane road, which will become even more necessary to have once the West Davis Corridor is built.

Lyle Gibson said that there are things that can be done to help improve the pedestrian crossing as well and will likely be changing as traffic continues to increase.

Council Member Adams stated that the city could require the developer to install a turning lane along 200 North near this intersection to help alleviate the congestion.

Lyle Gibson responded that if the city sees a need for the developer to install such street improvements because of their type of use then it can be required.

Council Member DeCaire made a motion to approve the request to rezone 4.7 acres of property at 1325 West 200 North from R-A (Residential Agriculture) to the GC (General Commercial) zoning district for Keven Porter/Ogden Clinic Professional Corporation, seconded by Council Member Garn.

Council Member Adams made a substitute motion to deny the request to rezone 4.7 acres of property at 1325 West 200 North from R-A (Residential Agriculture) to the GC (General Commercial) zoning district for Kevin Porter/Ogden Clinic Professional Corporation so that more time can be given for the Council to make this decision.

The motion failed for lack of a second.

Council Member Adams commented that we are facing some serious concerns with this proposed rezone. There needs to be a pedestrian overpass installed on 200 North Street as it is becoming more popular. There needs to be more traffic studies done. The Ogden Clinic might be better located over by Boondocks on Deseret Drive where they would have freeway frontage. Council Member Adams stated that he is concerned about adding more traffic onto an already heavily congested street. Council Member Adams also added that he feels that the development agreement should stipulate that the building cannot be taller than two stories high.

Council Member DeCaire agreed that traffic is an issue on 200 North, however Ogden Clinic has stated that they will not be building for a couple of years. At that point the West Davis Corridor will be installed and will change how 200 North is currently. We are almost to buildout and will have a population shift in west Kaysville. Things will look differently in two years and if we have traffic studies done now, they won't mean anything later on when the building is built.

Council Member Barber commented that traffic will only get worse between now and when the Ogden Clinic is built and whatever we can do now could help to better things in the future. Rather than build a bridge over 200 North for the Rail Trail, the city should consider building an underpass. Safety is a high concern and we need to look to the future to how we can help with traffic issues.

Council Member Page said that development is a concern for many people of west Kaysville. While we don't want to punish people who want to develop their land, we do want to ensure the safety of our citizens as much as we can. This development likely won't impact the traffic on 200 North significantly, but it will add value to the city. We need to be careful with the approval process as this development moves forward to ensure these issues are adequately addressed.

The vote on the original motion was as follows:

Council Member Page, yea
Council Member Garn, yea
Council Member Barber, yea
Council Member DeCaire, yea
Council Member Adams, nay

The motion passed with a vote of four to one.

Council Member DeCaire made a motion to approve the Development Agreement for a Professional Office Space at 1325 West 200 North for Ogden Clinic Professional Corporation, seconded by Council Member Page.

Council Member Adams made a substitute motion to approve the Development Agreement for a Professional Office Space at 1325 West 200 North for Ogden Clinic Professional Corporation, with the stipulation that the office building cannot go over the height limitation of the zone or the rezone would become void.

Lyle Gibson responded that the GC zone ordinance limits building heights to thirty-five feet, unless a conditional use permit were granted.

The motion made by Council Member Adams died for a lack of a second.

Council Member Barber asked what would happen if the developer chose not to develop.

Lyle Gibson responded that the assignment clause has been looked at and is very extensive. So if Ogden Clinic were to sell the property, the development agreement would be tied to the property and the new owner would have to develop the same quality and product as outlined in the agreement.

The vote on the original motion was as follows:

Council Member Garn, yea
Council Member Barber, yea
Council Member DeCaire, yea
Council Member Adams, nay
Council Member Page, yea

The motion passed with a vote of four to one.

The Council took a five minute break at 9:39 p.m.

A RESOLUTION AMENDING THE KAYSVILLE CITY BUDGETS FOR FISCAL YEAR 2019

A RESOLUTION ADOPTING THE KAYSVILLE CITY MODIFIED TENTATIVE BUDGETS FOR FISCAL YEAR 2020; THE ADOPTION OF A KAYSVILLE CITY CONSOLIDATED FEE SCHEDULE AND THE ADOPTION OF THE COMPENSATION SCHEDULE FOR CITY OFFICIALS AND EMPLOYEES

Finance Director Dean Storey explained that a Public Hearing was held two weeks ago for each of these items. There was no public comment for either item, and they are now being brought before the Council to receive final approval.

Council Member DeCaire made a motion to approve a Resolution amending the Kaysville City Budgets for Fiscal Year 2019, seconded by Council Member Garn.

The vote on the motion was as follows:

Council Member Barber, yea
Council Member DeCaire, yea
Council Member Adams, absent
Council Member Page, yea
Council Member Garn, yea

The motion passed unanimously.

Council Member DeCaire made a motion to approve a Resolution adopting the Kaysville City Modified Tentative Budgets for Fiscal Year 2020; the Adoption of a Kaysville City Consolidated Fee Schedule and the Adoption of the Compensation Schedule for City Officials and Employees, seconded by Council Member Garn.

Mayor Witt commented that she would like to delay the implementation of the compensation schedule for the City Council.

Council Member DeCaire modified the motion to approve a Resolution adopting the Kaysville City Modified Tentative Budgets for Fiscal Year 2020; the Adoption of a Kaysville City Consolidated Fee Schedule and the Adoption of the Compensation Schedule for City Officials and Employees, with the stipulation that the implementation of the compensation schedule for the City Council be delayed.

Council Member Barber asked if business licensing fees had been increased in the Consolidated Fee Schedule.

Lyle Gibson responded that the fees have not changed. However in the past year the Council had approved a change in the Home Occupation Ordinance to no longer require Minor Home Occupations to obtain a Kaysville City business license. If they would like to obtain a license, they are required to pay the administrative fee of $30.

The vote on the motion was as follows:

Council Member DeCaire, yea
Council Member Adams, nay
Council Member Page, yea
Council Member Garn, yea
Council Member Barber, yea

The motion passed with a vote of four to one.

Council Member Garn made a motion to extend the meeting past 10:00 p.m., seconded by Council Member Barber.

The vote on the original motion was as follows:

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

The motion passed unanimously.

WORK ITEMS

TECHNICAL ADVISORY GROUP'S RECOMMENDATION REGARDING FIBER-OPTICS TO THE HOME/FIBER PROJECT TIMELINE

Andre Lortz, representing the Technical Advisory Group, explained that their committee for fiber to the home project has been meeting for several months. The Committee has gathered information from citizens through surveys and open houses, and has reviewed and studied technical and financial information for the project. The Committee strongly recommends that the Kaysville City Council proceed with the project to install fiber optic cable throughout the City. Not having fiber connectivity within the city will become a negative impact on home values and business interest in the future. The feasibility study indicates that a significant majority of responses from residents supported the City facilitating the improvement of connectivity within the City. The Committee feels that it is very important that the City own the fiber infrastructure and operate it as an open competitive network. An open network means that any provider can offer services to residents if they agree to a network access agreement. Based on financial modeling and information from various sources, we recommend that the City employ the utility model where all residents contribute to the installation of the fiber infrastructure, but are not obligated to connect their home to the infrastructure or purchase any services from providers who operate on the infrastructure. We feel this provides the lowest risk, best long-term value, lowest cost to residents and most competition for services. To reduce the concern of residents paying the utility fee before they can obtain services, we recommend that the city be segmented into separate sections; approximately fifty. As each section has the fiber network installed and residence connections available, then each residence in that section will be assessed the fiber network fee. One or more sections could be installed each month, with installation of the fiber taking about three years to reach all sections of the city. Operating costs of the network would only be assessed to residences that have connected to the network. The lowest cost financing for the fiber project would be to issue General Obligation bonds, which would require a vote of the residents to approve the bonds. It would be paid through the monthly fiber utility fee, but will be backed by the taxing authority of Kaysville City. The Committee is recommending a thirty-year bond, given the current rate difference between shorter and longer term bonds, and also include an early payoff option. The Council should also have the utility fee end after the bonds are paid off and an appropriate reserve is established so that it doesn't become a forever fee or tax. If the City doesn't want to force all residents to be subject to the utility fee, they could create an "opt-out" process which would allow a limited number of residents to submit an application to be exempt from the utility. If the opt-out process is implemented, a procedure for future re-entry to the utility would also need to be defined so that those residences pay their fair share of the infrastructure costs. If the utility model is not found to be acceptable, the Committee is recommending that the Council pursue the subscriber model, where only residents who desire to connect to the fiber network would be obligated to pay for the infrastructure installation. The subscriber model will cost participating residents more and carries more risk to the City as it is highly dependent on the number of residents who sign up to connect to the network, also known as the take rate. No matter which model the City Council determines to utilize for the fiber project, the Committee is encouraging the Council to allocate resources for professional services. Those services would include project management, legal, public relations and financing. The estimated amount needed for these services is $200k, and could be repaid as part of the project financing.

Mayor Witt thanked all those who participated on the Technical Advisory Group over the last year.

Council Member Garn commented that no matter what model the City decides to go with, this fiber optic project is necessary. Communications is just as important as other infrastructure and is essential. The opt-out option would work financially with the utility model and is a good option for those who don't want to be forced into it at this time. We should go with the utility model as it's the least risk and lowest cost. This is a good opportunity for our residents and the city and will have a substantial economic impact.

Council Member DeCaire stated that we need to value the importance of this and how positive it will be for the city. Only 4% of households across the nation do not use the internet. Council Member DeCaire stated that he feels it would be best to put this on the ballot to let the voters decide if this is what they want for the city.

Council Member Barber said that the Committee has really looked at many aspects of this project and which is the best way to move forward. A lot of time has been put into this and now we have the data to back up what the best model would be for the city to present it to the residents to vote on.

Council Member Page said that this is a complicated issue for a lot of people and there needs to be a better understanding by our public on the value of fiber.

Andre Lortz responded that this is why professional services are needed so that they can help provide the education to the citizens. They would be able to better present something that citizens could read and understand, and see the facts that this is for their benefit both short and long-term. Fiber helps to not only benefit the residents but also will help our current businesses, as well as draw in other businesses.

Mayor Witt commented that she would like to acknowledge the citizens who have concerns about this and understands why there would be those concerns. However, we are currently unable to get the private market to provide what we would like or need in this area. In order to increase free market options this is the best thing we can do. It will bring down the price of internet, and will increase our services. It will also give our residents more choice. We recognize there are some who are strongly opposed to the government interfering with free market, which is a very valid concern. We will discuss this further, but we also want to put this on the ballot so that the residents can vote on it as this is a big decision for the city. If it should be voted down, the city will likely look at a subscription model instead.

Council Member Adams said that people have concerns that the government is helping to facilitate a specific fiber optic model. The utility model seems to be being forced upon the residents, as it seems to be what the City wants. People may need utilize internet in their day-to-day lives, but how much internet do they really need and how fast of internet do they need to have? Council Member Adams asked how much commercial businesses will be charged.

Andre Lortz responded that there is a difference between utility fees, operating fees and ISP fees. The charges for commercial businesses will be higher than residential properties because their usage is higher. It will all depend on what their needs are. They could be five to ten times the residential price. Everyone will be charged the same utility fee, but operating fees will vary.

Council Member Adams asked about opting out of the utility model.

Andre Lortz responded that the Council will decide on who will be able to opt-out, how it will be defined and for what reasons.

Council Member Adams asked if churches or schools would be able to opt-out.

Council Member DeCaire responded that the schools are already on a fiber network through the Utah Education Network.

Mayor Witt commented that churches were not included in the model.

Council Member Adams asked if the city had discussed this fiber network project with our incumbent providers.

Mayor Witt responded that the City had contacted them this project was first discussed and they chose not to participate.

Council Member Barber said that all of the feasibility study results, both proposed models, and all of the information gathered about the fiber optics project is on the city's website. Citizens are encouraged to reach out to the Committee members if they have any questions or concerns. This proposal is not about getting a better internet speed but about open access and allowing everyone to have the same competition in order to provide their customers the best product possible.

<u>CALL TO THE PUBLIC</u>

Eric Isom thanked the Council for doing their due diligence in having a feasibility study done and creating a Technical Advisory Committee to review the fiber to the home project. Since 2004 he has worked in the communications industry for Qwest and Centurylink and now works for Centurylink in a contract role. In his experience with municipal entry it has not been a positive one as costs are underestimated, subscribers overestimated, and service issues continue to arise. Internet is definitely a critical service, but he feels that if it's a commercial business type venture that government should not provide it. Mr. Isom said that he is grateful to hear that possibly twenty percent of residents might be given the change to opt-out, but is against the majority of residents being forced to pay a utility fee whether using the service or not. Technology is ever changing. A city-owned network likely won't attract large providers who do not want to abandon their own network investments or rely on someone else to maintain the quality of the network. Mr. Isom said that he is in support of residents being given the opportunity to vote on this proposal, which will let Kaysville City know conclusively if residents are willing to pay a monthly utility fee potentially for the next thirty years, or if they are satisfied with their current internet service.

ADJOURNMENT

Council Member DeCaire made a motion to adjourn the City Council meeting at 10:29 p.m., seconded by Council Member Barber and passed unanimously.

KAYSVILLE CITY
REDEVELOPMENT AGENCY BOARD MEETING
June 20, 2019

Minutes of a Kaysville City Redevelopment Agency Board Meeting held on June 20, 2019 at 10:30 p.m. in the City Council Chambers of the Kaysville City Municipal Center.

Board Members present: Katie Witt, Dave Adams, Larry Page, Jake Garn, Michelle Barber, and Stroh DeCaire

Others Present: City Attorney Nic Mills, City Manager Shayne Scott, Finance Director Dean Storey, City Recorder Annemarie Plaizier, Community Development Director Lyle Gibson, Assistant Police Chief Seth Ellington, Lieutenant Shawn McKinnon, Information Systems Manager Ryan Judd, Andre Lortz, John Swan Adams, Eric Isom

OPENING

Chairperson Witt opened the meeting by welcoming those present.

A RESOLUTION AMENDING THE BUDGET FOR THE KAYSVILLE CITY REDEVELOPMENT AGENCY FOR FISCAL YEAR 2019

A RESOLUTION ADOPTING A BUDGET FOR THE KAYSVILLE CITY REDEVELOPMENT AGENCY FOR FISCAL YEAR 2020

Finance Director Dean Storey explained that a Public Hearing was held a couple of weeks ago regarding these items. As the Redevelopment Agency, both of these items need to be reviewed and approved.

Board Member Adams asked about $56,000 shown on the Amended Budget for FY 2019.

Dean Storey explained that the city purchased a piece of property at 300 West and Main Street for about $200,000 with the intent of acquiring the right-of-way. The city retained a portion of that property for the right-of-way, and sold the remaining portion. The $56,000 shown is the value of the right-of-way property that was retained and has to be shown as an expense to the project.

Board Member Adams asked about an expenditure shown on the FY 2020 budget for professional services.

Dean Storey explained that it’s a budgeted item for professional and technical services that is required to be budgeted for the Redevelopment Agency. We budget $25,000 every year, but typically only spend a very small portion of it. In the 2019 Fiscal Year, we have only spent about $1,500 of that allocated amount.

Board Member Adams asked about the Façade Grant.

Chairperson Witt responded that they received about ten applications from businesses for the façade grant money. We will be reviewing those applications on July 2, 2019 and then deciding on where the grant money should be granted.

Board Member Adams made a motion to approve a Resolution amending the budget for the Kaysville City Redevelopment Agency for Fiscal Year 2019, seconded by Board Member Garn.

The voting on the motion was as follows:

Board Member Page, yea
Board Member Garn, yea
Board Member Barber, yea
Board Member DeCaire, yea
Board Member Adams, yea

The motion passed unanimously.

Board Member Adams made a motion to approve a Resolution adopting a budget for the Kaysville City Redevelopment Agency for Fiscal Year 2020, seconded by Board Member Garn.

The voting on the motion was as follows:

Board Member Garn, yea
Board Member Barber, yea
Board Member DeCaire, yea
Board Member Adams, yea
Board Member Page, yea

The motion passed unanimously.

ADJOURNMENT

Board Member Adams made a motion to adjourn the Kaysville City Redevelopment Agency Board Meeting at 10:35 p.m, seconded by Board Member Garn and passed unanimously.

KAYSVILLE CITY
MUNICIPAL BUILDING AUTHORITY BOARD MEETING
June 20, 2019

Minutes of a Kaysville City Municipal Building Authority Board Meeting held on June 20, 2019 at 10:35 p.m. in the City Council Chambers of the Kaysville City Municipal Center.

Committee Members present: Katie Witt, Dave Adams, Larry Page, Jake Garn, Michelle Barber, and Stroh DeCaire

Others Present: City Attorney Nic Mills, City Manager Shayne Scott, Finance Director Dean Storey, City Recorder Annemarie Plaizier, Community Development Director Lyle Gibson, Assistant Police Chief Seth Ellington, Lieutenant Shawn McKinnon, Information Systems Manager Ryan Judd, Andre Lortz, John Swan Adams, Eric Isom

OPENING

Chairperson Witt opened the meeting by welcoming those present.

APPROVING A RESOLUTION ADOPTING A BUDGET FOR THE KAYSVILLE CITY MUNICIPAL BUILDING AUTHORITY FOR FISCAL YEAR 2020

Finance Director Dean Storey explained that a Public Hearing was held a couple of weeks ago regarding this item. The Municipal Building Authority needs to review and adopt their budget for the FY 2020. There were no amendments to the FY 2019 budget to be approved.

Board Member made a motion to approve a Resolution Adopting a Budget for the Kaysville City Municipal Building Authority for Fiscal Year 2020, seconded by Board Member DeCaire.

The voting on the motion was as follows:

Board Member Barber, yea
Board Member DeCaire, yea
Board Member Adams, nay
Board Member Page, yea
Board Member Garn, yea

The motion passed with a vote of four to one.

ADJOURNMENT

Board Member Garn made a motion to adjourn the Kaysville City Municipal Building Authority Board Meeting at 10:37 p.m., seconded by Council Member DeCaire and passed unanimously.

KAYSVILLE CITY COUNCIL
July 2, 2019

Minutes of a special Kaysville City Council meeting held July 2, 2019 at 7:00 p.m. in the City Council Chambers of the Kaysville City Municipal Center.

Council Members present: Mayor Katie Witt, Council Member Dave Adams, Council Member Larry Page, Council Member Jake Garn, Council Member Michelle Barber, and Council Member Stroh DeCaire

Others Present: City Manager Shayne Scott, City Recorder Annemarie Plaizier, Community Development Director Lyle Gibson, Police Chief Sol Oberg, Information Systems Manager Ryan Judd, Andre Lortz, Brent Tarbox, John Adams, Quan Nguyen

OPENING

The opening was provided by Council Member Barber.

DECLARATIONS OF ANY CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

Council Member DeCaire made a motion to accept the following Consent Items:
a. Award of the Remaining Bid for 200 North Bridge Repair Work.
b. Utility Line Clearance Tree Trimming.
The motion was seconded by Council Member Page.

The vote on the motion was as follows:

Council Member Page, yea
Council Member Garn, yea
Council Member Barber, yea
Council Member DeCaire, yea

The motion passed unanimously.

Council Member Adams arrived.

ACTION ITEMS

AN ORDINANCE AMENDING MULTIPLE CHAPTERS OF TITLE 17, PLANNING AND ZONING, TO DESIGNATE WHERE MAJOR HOME OCCUPATION C BUSINESSES ARE

PERMITTED AND TO ESTABLISH THE PROCESS BY WHICH THEY ARE TO BE CONSIDERED

Community Developer Director Lyle Gibson explained that recently the City Council approved an ordinance to create the Major Home Occupation “C” category for home businesses. These businesses are required to be licensed, but have been identified as businesses that can be licensed without the need for a public meeting and conditional use permit. The proposed ordinance designated where the Major Home Occupation “C” businesses may be allowed and lists them as a permitted use in each. Staff has proposed that they be allowed as a permitted use in all agricultural residential zoning districts.

Council Member Adams asked if surrounding residents would be notified of the new home businesses.

Lyle Gibson responded that neighboring residents will be mailed notice regarding the business, but they will not have to go to the Planning Commission to obtain a conditional use permit.

Council Member Adams asked if the neighbors could appeal the decision on an approved business license.

Lyle Gibson responded that there is an appeal process if a neighbor wanted to appeal the decision of Staff who would issue the license. It would have to be done within ten days of the license being approved, and that appeal would go before the Planning Commission.

Council Member DeCaire made a motion to approve an Ordinance Amending Multiple Chapters of Title 17, Planning and Zoning, to Designate where Major Home Occupation “C” Businesses are Permitted and to Establish the Process by Which They are to be Considered, seconded by Council Member Adams.

Council Member Garn asked if after the ten day appeal process the business is found to be out of compliance, what kind of enforcement would be taken for this type of business.

Lyle Gibson responded that Staff would go through a due process administratively to give the business a chance to get into compliance before revoking their license.

The vote on the motion was as follows:

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

The motion passed unanimously.

AN ORDINANCE AMENDING CHAPTER 17-32, "OFF-STREET PARKING AND LOADING", OF TITLE 17, PLANNING AND ZONING TO ALLOW FOR WIDER DRIVE APPROACHES IN RESIDENTIAL ZONING DISTRICTS

Lyle Gibson explained that multiple residents have expressed interest in the ability to have wider curb cuts, largely due to four-car garage homes being built. Staff has reviewed this request regarding its impact on the storm drain system, utility placement, and traffic impacts, and believes that it is appropriate to approve a change to the city's ordinances to allow for wider curb cuts. Currently a residential drive approach is limited to thirty feet in width. The proposed ordinance would increase this to forty feet. The current number of approaches and separation requirements in the ordinance as proposed would remain the same.

Council Member Barber commented that housing has changed over the years and wider driveways are necessary.

Lyle Gibson added that the spacing required between approaches will remain at twelve feet. A curb cut permit from the Public Works Department is still required for those wishing to widen their drive approaches.

The vote on the motion was as follows:

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

The motion passed unanimously.

FIBER OPTIC PROJECT PROFESSIONAL SERVICES AUTHORIZATION

City Manager Shayne Scott explained that the Technical Advisory Committee for fiber to the home project has been meeting for several months. The Committee has gathered information from citizens through surveys and open houses. The Committee has reviewed and studied technical and financial information for the project. They made a presentation to the Council with a recommended action plan at the last meeting. The purpose of this item is for the City Council to discuss and potentially authorize up to $200,000 in expenses for legal, public relations, financing, and other fiber-related project consulting services. This amount will be funded from the Kaysville City General Fund and will be later reimbursed as part of the project funding when authorized.

Mayor Witt asked for public comment.

John Adams commented that while he is favor of hiring a company to take care of these professional services and public relations, the city needs to be careful to make sure that the company maintains an unbiased approach. Mr. Adams asked if the bond for the fiber project fails at the ballot, where will the $200,000 be paid from.

Shayne Scott responded that it would still come from the general fund.

Council Member Adams asked why the city is risking $200,000 of taxpayer money when this issue is already headed to the ballot.

Shayne Scott responded that whomever is hired would help the city with allocating the message of the importance of bringing fiber to the home in Kaysville. City Staff can't advocate for it, nor can city equipment be used towards it. We need an outside consultant to help oversee the legal, public relation, financing aspects and any other consulting services needed.

Mayor Witt added that the company will also be able to keep an unbiased perspective, and will be able to clearly give the community information about all aspects of the fiber project and what it means for the residents. We need to be clear that this will be a significant change for the city, but give them all of the information we've found so they can make their own educated decision.

Council Member Adams asked when this would be on the ballot.

Shayne Scott said that it would be on the ballot for the general election.

Council Member Adams asked if the city is planning to invest any money into the fiber project.

Andre Lortz responded that originally Design Nine had assumed that the City would be contributing to the project, but currently there is no plans for city contribution.

Council Member Garn made a motion to approve Professional Services for the Fiber Optic Project, not to exceed $200,000, seconded by Council Member Barber.

Council Member Adams asked what kind of bonding would be obtained for this project.

Shayne Scott responded that it has not been decided yet.

Council Member Garn commented that now is the time to get information out to the residents to give all sides of the issue. Fiber optics is much more efficient than anything we currently have and will help our businesses, improve technology, and benefit the city.

The vote on the motion was as follows:

Council Member DeCaire, yea
Council Member Adams, nay
Council Member Page, yea
Council Member Garn, yea
Council Member Barber, yea

The motion passed with a motion of four to one.

WORK ITEMS

FIBER OPTIC DISCUSSION

Council Member Barber said that because moving to a utility model is different and unfamiliar, the Technical Advisory Committee feels that an opt-out option should be available for some residents. Anyone desiring to be excluded from the Fiber Utility would be required to submit an application to the city. Opt-out applications will be limited to 1,700 and would be on a first-come, first-served basis. The form would have to be submitted within twelve months of fiber availability within the applicant's section of the city. It would also inform the applicant the manner and cost of re-entry to the Fiber Utility. When they decide they would like to be included in the Fiber Infrastructure, they would then be required to submit a connection request with the City. They would then be required to pay all back monthly Utility Fees since their section of the city had fiber available, plus ten percent APR interest on the Utility Fees, plus a $100 administrative fee, with a cap of $3,000. There will be an exception for residents that quality for the Home Energy Assistance Program (HEAT) as long as they provide annual evidence of HEAT qualification. New construction can opt to pay $3,000 upfront for Fiber Utility construction with their building permit. At that point they wouldn't be charged the utility fee because they paid up front. The Council could also consider not providing an opt-out option altogether as well. The Technical Advisory Committee hopes the benefits of the Fiber Utility will be portrayed to help motivate residents to participate in the utility. If we have less trying to opt-out we will be able to pay off the bond more quickly.

Council Member DeCaire commented that he feels that it would be appropriate to have a reentry process so that those who opt-out at first could join later and the city would still be able to recover the costs.

Council Member Garn said that the feasibility study showed a strong support for bringing fiber optics to the city. It will be easier to know the real cost for residents once the type of bond we will be pursuing is decided.

Council Member Barber commented that during the feasibility study and the request for proposals process the Committee reviewed different models that were proposed independently which showed a very similar cost and was consistent with what we've seen in other cities.

Council Member Adams asked about new construction permits being able to pay $3,000 up front without having to pay the utility fee.

Andre Lortz said that the cost is different for new construction permits because it will be easier and less costly to install the system at the time of the new construction. For those who opt-out in the beginning, they will be limited to only opting out for ten years. Their cost for fiber will be higher to cover the costs of interest on the bond as well as installation costs later on. If an existing residence wants to pay $3,200 up front, which includes the $200 connection cost, they would avoid paying the monthly utility fee.

Council Member Adams asked about the utility fees for commercial businesses.

Andre Lortz responded that if a business wants to have a shared bandwidth, just as most residences will have, they will pay the same utility fee as the residences will. If a business or other customer wants to have a dedicated bandwidth service, which will provide a higher level active bandwidth service, it will require more expensive and different equipment to be installed and because of this they pay a $25 utility fee. The biggest cost difference between the two services will be through the ISP fees, which will all depend on what level of bandwidth they would like to purchase. That dedicated active bandwidth service also comes with a service agreement which will guarantee a certain level of service, but at a higher cost.

Council Member Garn made a motion to remove Council Member Adams for the remainder of the meeting, seconded by Council Member DeCaire.

The vote on the motion was as follows:

Council Member Page, yea
Council Member Garn, yea
Council Member Barber, yea
Council Member DeCaire, yea
Council Member Adams, nay

The motion passed with a motion of four to one.

Council Member Adams was excused for the remainder of the meeting.

Council Member Barber commented that the proposed model was designed so as to not be reliant on businesses having the dedicated bandwidth service. All of the businesses have been modeled after the residential, or shared bandwidth, rates. If they do go with the dedicated bandwidth service the city would be generating the revenue needed to pay the bond back more quickly. We have been very conservative in the proposed estimate.

Mayor Witt commented that the Council does not need to move on anything tonight, but will continue this discussion on fiber options in future meetings as we continue to gather more information.

Council Member Barber commented that there is a lot of information about what city services are available, including this project, on the city's website. The city has a franchise agreement with Comcast that says they should provide services to people in an area that already has services available. Some have asked why we haven't enforced this and enforcement has either been unsuccessful or has taken a very long time. Even if we work towards the full extent of these franchise agreements we won't have full-coverage, and we will never have the open model that is being proposed with this fiber optics project.

CALL TO THE PUBLIC

John Adams commented that he is impressed by the work the Technical Advisory Committee has done. Mr. Adams stated that while he is not opposed to fiber optics, he is concerned about the city making sure citizens understand exactly what is going to happen with it, and all of the facts behind what is being proposed. The city needs to make sure it doesn't represent something that doesn't end up being true. There is somewhat of an obligation that the city has to hire a company that will present things that will be unbiased and guaranteed for the most part.

COUNCIL MEMBER REPORTS

Council Member DeCaire commented that the Power Commission will be moving their meeting to July 16, 2019. Also, many Staff and volunteers have done a lot of work and put in many hours towards the July 4th city activities and encouraged everyone to support the city's Independence Day events.

Council Member Page thanked Staff for the work being done on our city ordinances in updating and simplifying the language. We will be starting to review the city's strategic plan and general plan in the upcoming months.

CITY MANAGER REPORT

City Manager Shayne Scott said that the city has been working with UDOT in moving the sportsman's access from Roueche Lane to the interchange by the mink farm, south of the Sewer District. This will make it so when the West Davis Corridor is built there will still be access for those who want to access the west side of the Corridor.

ADJOURNMENT

Council Member DeCaire made a motion to adjourn the City Council meeting at 8:10 p.m., seconded by Council Member Barber and passed unanimously.

Staker Parson Materials & Construction
A CRH Company

Ogden - 2350 S. 1900 W. Ogden, UT 84401 | **P:** (801) 731-1111 **F:** (801) 731-8800
Brigham City - PO Box 517 Brigham City, UT 84302 | **P:** (435) 723-5216 **F:** (435) 723-9343
Smithfield - PO Box 65 Smithfield, UT 84335 | **P:** (435) 563-3242 **F:** (435) 563-9480

The Preferred Source for quality sand, rock, landscape products, ready mix concrete, asphalt, paving & construction services.

To:	Kaysville City Corporation	**Contact:**	Cody Thompson
Address:	23 East Center	**Phone:**	(801) 546-1235
	Kaysville, UT 84037	**Fax:**	
Project Name:	Kaysville 300 E. Waterline Replacement And Road Reconstruction P	**Bid Number:**	
Project Location:	300 East 200 North, Kaysville, UT	**Bid Date:**	7/11/2019

JOB SPECIFICATION AND PRICE:

(IF UNIT PRICES ARE QUOTED, UNITS WILL BE MEASURED ON COMPLETION AND INVOICED AT UNIT PRICES QUOTED).

·IF OWNER ELECTS TO EXECUTE OWN CONTRACT AGREEMENT, THIS PROPOSAL IS TO BECOME PART OF AND ATTACHED TO OWNERS CONTRACT

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	903	Remove And Dispose Of Existing Asphalt Layer	4,000.00	CY	$28.00	$112,000.00

Total Price for above Items: $112,000.00

Total Bid Price: $112,000.00

Payment Terms:

Refer to attached Terms & Conditions. Please note***Effective March 1, 2019, payment by credit card will incur a one and one-half percent (1.5%) service fee***

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**STAKER | PARSON COMPANIES**
Buyer: ______	
Signature: ______	**Authorized Signature:** ______
Date of Acceptance: ______	**Estimator:** Jeff Peterson (801) 690-6887 jeff.peterson@stakerparson.com

STAFF REPORT

COUNCIL MEETING DATE: July 18, 2019
ITEM NO.: 4d

TYPE OF ITEM: Consent
PRESENTED BY:

SUBJECT/AGENDA TITLE: Professional Service

EXECUTIVE SUMMARY:

The Power Commission has recommend a System Reliability Study or Model Development and Planning Study. A Power Commission Member was involved in the meeting with ECI (Electrical Consultants, INC.). The Power Department and the Power Commission recommend ECI to preform Professional Service.

Council Options: Approve / Disapprove

Recommended Options: Approve

Fiscal Impact & Fund Source for Recommended Action: Submitted in FY20 Budget

Attachments: Quote from ECI

"Engineering with Distinction"
ELECTRICAL CONSULTANTS, INC.
BILLINGS OFFICE: 3521 GABEL ROAD, BILLINGS, MONTANA 59102 • PHONE: 406-259-9933 • FAX: 406-259-3441

March 15, 2019

Mr. Gary Hatch
Power Superintendent
Kaysville City Power and Light
721 W Old Mill Lane
Kaysville, UT 84037

Re: Kaysville City Model Development and Planning Study

Dear Mr. Hatch:

Electrical Consultants, Inc. (ECI) is pleased to provide this letter as a summary of the scope and cost estimate associated with development of a distribution software model and system wide Planning Study for Kaysville City Power and Light (The City).

Scope

The proposed overall scope includes model development for The City in CYME®. Once the software model is completed, a system wide Planning Study will be performed to examine areas of weakness and vulnerability. The Planning Study will be based on distribution planning criteria developed jointly between Kaysville City and ECI and will analyze the existing system during normal conditions and during an N-1 contingency. An N-1 contingency in this case would be the loss of a single substation.

Cost Estimates and Schedule

The estimated cost for preparation of the software model and completion of a system wide Planning Study is shown below:

- Software model in CYME®
  1. Model creation will be very dependent on site visits with Kaysville City personnel and data available.
  2. The budgetary estimate for modeling is dependent on the data provided in the Kaysville City GIS database. This database does not have line section attributes, equipment attributes, transformer size and impedance, loads, or customer data populated.
  3. ECI assumes all transformer data, customer data, peak system loading, overhead line and underground cable data, and other system information is readily available in a tabular format or will be collected by The City. If this data is available in a tabular format, it will substantially cut down on modeling time.
- Planning Study
  1. The Planning Study cannot be started until model development is complete.
  2. The completed CYME® model would be verified with The City to ensure accuracy.
  3. Load would be allocated to the model based on the peak loading month

4. Any load projections would be applied to the model as directed by The City and load flow analysis will be completed for the existing system and projected system for a normal and N-1 contingency scenario. An N-1 contingency is considered as a loss of a single substation.
5. Analysis and recommendations for improvements based on the results of the existing system and projected system would then be completed.
6. A report, including maps and cost estimates for system improvements would be included first as a draft deliverable and then as a final with any City comments incorporated.

It is estimated that the model will take approximately six (6) to eight (8) weeks to build and another six (6) to eight (8) weeks to complete the analysis. The estimated cost for model development is approximately $53,380 and the estimated cost for the Planning Study is $33,210 for a total cost of **$86,590**. This assumes that Kaysville City personnel will collect any necessary data

Please do not hesitate to contact me at (406) 259-9933 with any questions or comments pertaining to the enclosed scope of work and cost estimates for the Model Development and system Planning Study. We look forward to working with you on these studies.

Sincerely,

Troy Saunders

Troy Saunders, P.E.

xc: Robert Hurtig, ECI
David South, ECI

STAFF REPORT

COUNCIL MEETING DATE: July 18, 2019
ITEM NO.: 4e

TYPE OF ITEM: Consent
PRESENTED BY:

SUBJECT/AGENDA TITLE: Vehicle Purchase

EXECUTIVE SUMMARY:

Purchase on one (1) vehicle, this is to replace a 2007 vehicle. In the attachment is the State Contract.

Council Options: Approve / Disapprove

Recommended Options: Approve

Fiscal Impact & Fund Source for Recommended Action: Submitted in FY20 Budget

Attachments: State Contract Quote from Young Chevrolet

Young Chevrolet

Prepared By:

Scott Brown
Young Chevrolet
801-927-1851
sbrown@youngauto.net

To: Kaysville City

2020 Chevrolet
3/4 ton HD 4X4

Attention: Bruce Rigby

GM
Young Chevrolet
Scott Brown | 801-927-1851 | sbrown@youngauto.net

[Fleet] 2020 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT

Price Summary

PRICE SUMMARY

	MSRP
Base Price	$44,600.00
Total Options	$4,860.00
Vehicle Subtotal	$49,460.00
Destination Charge	$1,595.00
Grand Total	**$51,055.00**

AV2522

2020 State Contract

38,928.00
<13,500.00> Trade

25,428.00

Aprox Delivery X 10 to 12 Weeks
Approved By X
PO# X
Date X

Young Chevrolet

Scott Brown | 801-927-1851 | sbrown@youngauto.net

[Fleet] 2020 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK20743	2020 Chevrolet Silverado 2500HD 4WD Crew Cab 159" LT	$44,600.00

COLORS

CODE	DESCRIPTION	MSRP
GAN	Silver Ice Metallic	$0.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
—	Suspension, Off-Road includes twin-tube shocks (Included and only available with (Z71) Z71 Off-Road Package.)	0.00 lbs	0.00 lbs	Inc.
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package.)	0.00 lbs	0.00 lbs	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	0.00 lbs	0.00 lbs	Inc.
U1D	Advanced Trailering System includes checklist, trailer maintenance reminders, trailer security alerts, trailer mileage, tow/haul reminder, trailer electrical diagnostics and Trailer Tire Pressure Monitor System module (Included and only available with (PCM) Convenience Package II or (ZL6) Advanced Trailering Package.)	0.00 lbs	0.00 lbs	Inc.

[Fleet] 2020 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A2X	Seat adjuster, driver 10-way power including lumbar (Available as a free flow and requires (QT5) EZ Lift power lock and release tailgate and (KI4) 120-volt outlet. Included with (WPF) Fleet Comfort Package or (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
A48	Window, power, rear sliding with rear defogger (Included and only available with (PCM) Convenience Package II.)	0.00 lbs	0.00 lbs	Inc.
ATH	Keyless Open and Start (Included and only available with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
BTV	Remote vehicle starter system (Included and only available with (PCL) Convenience Package or (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	Inc.
C49	Defogger, rear-window electric (Included with (WPF) Fleet Comfort Package, (PCL) Convenience Package or (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	Inc.
CJ2	Air conditioning, dual-zone automatic climate control (Included and only available with (WPF) Fleet Comfort Package or (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
DRZ	Rear Camera Mirror, inside rearview auto-dimming with full camera display (Requires (WPF) Fleet Comfort Package, (PCL) Convenience Package or (ZL6) Advanced Trailering Package. Replaces (D31) manual tilt rearview mirror. Replaces (DD8) auto-dimming rearview mirror when (DWI) trailer mirrors are ordered. Not available on Regular Cab models or with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	$535.00
KA1	Seating, heated driver and front outboard passenger (Included and only available with (WPF) Fleet Comfort Package or (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) instrument panel mounted power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.
KI3	Steering wheel, heated (Included and only available with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Free flow requires (QT5) EZ Lift power lock and release tailgate. Included with (WPF) Fleet Comfort Package or (PCM) Convenience Package II. Not available with (PCL) Convenience Package when ordered free flow.)	0.00 lbs	0.00 lbs	Inc.
KPA	Power outlet, rear auxiliary, 12-volt (Included and only available with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.

MCR	USB Ports (Instrument Panel with bench seat), 2 also includes 1 SD card reader (first row) (Included and only available with (PCM) Convenience Package II or (ZL6) Advanced Trailering Package.	0.00 lbs	0.00 lbs	Inc.
N06	Steering column, lock control, electrical (Included and only available with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
N37	Steering column, manual tilt and telescoping (Included and only available with (WPF) Fleet Comfort Package or (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
NP5	Steering wheel, leather-wrapped (Included and only available with (WPF) Fleet Comfort Package or (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
R7O	Seat, Cloth Rear with Storage Package 60/40 folding bench for Crew Cab models, includes seatback storage on left and right side, center fold out armrest with 2 cupholders, (includes child seat top tether anchor) (Included with (PCM) Convenience Package II. Requires (B30) color-keyed carpeting. Not available with (ANQ) Alaskan Snow Plow Special Edition.)	0.00 lbs	0.00 lbs	Inc.
UG1	Universal Home Remote (Included and only available with (PCM) Convenience Package II.)	0.00 lbs	0.00 lbs	Inc.
USS	USB ports, dual, charge-only (2nd row) (Included and only available with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
UTJ	Theft-deterrent system, unauthorized entry (Included and only available with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
B1J	Wheelhouse liners, rear (Included and only available with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Free flow requires (KI4) 120-volt power outlet. Included with (WPF) Fleet Comfort Package, (PCL) Convenience Package or (ZL6) Advanced Trailering Package. Deleted when (ZW9) pickup bed delete is ordered.)	0.00 lbs	0.00 lbs	Inc.
T3U	Fog lamps, front, LED (Included with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Included with (PCL) Convenience Package. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.
VK3	License plate kit, front	0.00 lbs	0.00 lbs	$0.00

[Fleet] 2020 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PCL	Convenience Package includes (CJ2) dual-zone automatic climate control, (A2X) 10-way power driver seat including power lumbar, (KA1) heated driver and passenger seats, (KI3) heated steering wheel, (N37) manual tilt/telescoping steering column, (C49) rear-window defogger, (ATH) Keyless Open and Start, (NP5) leather-wrapped steering wheel, (N06) steering column lock, (BTV) Remote Start, (UTJ) content theft alarm, (QT5) EZ Lift power lock and release tailgate, (UF2) bed LED cargo area lighting, (T3U) LED fog lamps, (B1J) rear wheelhouse liners, (AZ3) front 40/20/40 split-bench with under-seat storage, (KPA) auxiliary power outlet, (USS) 2 charge-only USB ports for second row (Not available with (WPF) Fleet Comfort Package or (B59) Remote Start Package. When ordered with (ZW9) pickup bed delete, (B1J) wheelhouse liners, (QT5) EZ Lift power lock and release tailgate and (UF2) LED cargo area lighting are deleted.)	0.00 lbs	0.00 lbs	$2,440.00
PCM	Convenience Package II includes (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (IOS) Chevrolet Infotainment System with 8" diagonal color touch-screen with (MCR) USB ports, (U2K) SiriusXM Radio, (U2L) HD radio, (UVB) HD Rear Vision Camera, (PZ8) Hitch Guidance with Hitch View, (U1D) Advanced Trailering System, (A48) rear sliding power window and (UG1) Universal Home Remote (Requires (PCL) Convenience Package. Crew Cab models include (R7O) Cloth Rear Seat with Storage Package. Not available with (ZL6) Advanced Trailering Package or (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	$1,360.00
Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension with off-road tuned twin tube Rancho shocks, (JHD) Hill Descent Control and (NZZ) skid plates (transfer case and oil pan) (Requires 4WD model. Includes (QXT) LT265/70R17 all-terrain, blackwall tires and molded in color grille with Z71 logo. Included with (PDZ) Z71 Off-Road and Protection Package. "4X4" decals on bed are replaced with "Z71" fender badge. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	$525.00

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PZ8	Hitch Guidance with Hitch View (Included and only available with (PCM) Convenience Package II or (ZL6) Advanced Trailering Package.)	0.00 lbs	0.00 lbs	Inc.
UVB	HD Rear Vision Camera (Included and only available with (PCM) Convenience Package II or (ZL6) Advanced Trailering Package. Deleted when (ZW9) pickup bed delete is ordered.)	0.00 lbs	0.00 lbs	Inc.

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[Fleet] 2020 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
U2K	SiriusXM Radio enjoy a 3-month All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the app and online is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (Included and only available with (PCM) Convenience Package II or (ZL6) Advanced Trailering Package.	0.00 lbs	0.00 lbs	Inc.
U2L	Radio, HD (Included and only available with (PCM) Convenience Package II or (ZL6) Advanced Trailering Package.)	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VQ1	Fleet Processing Option	0.00 lbs	0.00 lbs	$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (On Crew Cab and Double Cab models, included and only available with (PCL) Convenience Package. Standard on Regular Cab models.)	0.00 lbs	0.00 lbs	Inc.

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	$0.00

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAN	Silver Ice Metallic	0.00 lbs	0.00 lbs	$0.00

[Fleet] 2020 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs	$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H0U	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs	$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOS	Audio system, Chevrolet Infotainment 3 Plus system 8" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Dealer upgradeable to embedded navigation. Subscription required for enhanced and connected services after trial period. (Included and only available with (PCM) Convenience Package II or (ZL6) Advanced Trailering Package. Includes (PZ8) Hitch Guidance with Hitch View.)	0.00 lbs	0.00 lbs	Inc.

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
JGD	GVWR, 10,450 lbs. (5012 kg) (STD) (Requires CK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or CK20903 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)	0.00 lbs	0.00 lbs	$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs	$0.00

Scott Brown | 801-927-1851 | sbrown@youngauto.net

[Fleet] 2020 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	$0.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PYQ	Wheels, 17" (43.2 cm) machined aluminum (STD)	0.00 lbs	0.00 lbs	$0.00

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QXT	Tires, LT265/70R17E all-terrain, blackwall (Included with (Z71) Z71 Off-Road Package.)	0.00 lbs	0.00 lbs	Inc.

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ZXT	Tire, spare LT265/70R17E all-terrain, blackwall (Included and only available with (QXT) LT265/70R17E all-terrain, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QXT) LT265/70R17E all-terrain, blackwall tires are ordered.)	0.00 lbs	0.00 lbs	Inc.
	Options Total	**0.00 lbs**	**0.00 lbs**	**$4,860.00**

Scott Brown | 801-927-1851 | sbrown@youngauto.net

[Fleet] 2020 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT

Standard Equipment

Package

Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

GVWR, 10,450 lbs. (5012 kg) (STD) (Requires CK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or CK20903 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)

Air filter, high-capacity

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Differential, heavy-duty locking rear

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Trailer brake controller, integrated

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black (Not included when (VQY) Chrome recovery hooks, LPO is ordered.)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exterior

Wheels, 17" (43.2 cm) machined aluminum (STD)

Exterior

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome

Bumper, rear chrome

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Grille (Chrome front grille bar with "CHEVROLET". Includes body color grille inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel.

Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm])

Mirror caps, Black

Glass, deep-tinted

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (WPF) Fleet Comfort Package, (PCL) Convenience Package or (ZL6) Advanced Trailering Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual with EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, body-color

Entertainment

Audio system, Chevrolet Infotainment 3 system 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Steering wheel audio controls

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[Fleet] 2020 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT

Entertainment

Bluetooth for phone connectivity to vehicle infotainment system

4G LTE Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with upper covered armrest storage (STD) (Not available with (PCL) Convenience Package.)

Cloth seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double cab model.)

Floor covering, color-keyed carpeting

Floor mats, rubberized vinyl, front (Deleted when LPO floor liners are ordered.)

Floor mats, rubberized-vinyl rear (Not available with Regular Cab models. Deleted when LPO floor liners are ordered.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 4.2" diagonal color display includes driver personalization

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available on Regular Cab models.)

Door locks, power

Remote Keyless Entry with 2 transmitters

Cruise control, electronic with set and resume speed, steering wheel-mounted

USB ports, 2 (first row) located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

[Fleet] 2020 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT

Interior

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance (Deleted with (ZW9) pickup bed delete.)

Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

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WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

STAFF REPORT

COUNCIL MEETING DATE: July 18, 2019
ITEM NO.: 4f

TYPE OF ITEM: Consent
PRESENTED BY:

SUBJECT/AGENDA TITLE: Conduit Boring

EXECUTIVE SUMMARY:

We invited Four Seasons, Connects, Americom, Pathway and Briggs boring companies to the onsite meeting. Connects, Americom, Pathway and Briggs attended the onsite meeting. We received Three (3) quotes from Americom, Pathway and Briggs.

Pathway was the lowest quote but did not include the installation of Handholes for the existing fiber. In the quote it states, we will not be placing any HH's, Vaults or manholes for the project.

We recommend Briggs Underground.

Council Options: Approve / Disapprove

Recommended Options: Approve Briggs Underground

Fiscal Impact & Fund Source for Recommended Action: Submitted in FY20 Budget

Attachments: Quotes from Pathway, Briggs and Americom

Brett Thomas

From:	Dean Layton <dlayton@pdboring.com>
Sent:	Friday, July 5, 2019 3:55 PM
To:	Brett Thomas
Cc:	wharding@pdboring.com; 'Eva Jones'
Subject:	RE: KAYSVILLE CITY HALL EXPANSION PROJECT "COST ESTIMATE"

Brett,

Thank You for inviting us to your project "pre bid" walk for the Directional Boring for the relocation of the existing utilities. The project consist of the placement of approximately 1350ft of 6" SDR11 HDPE BLK CND w/red tracer. Approximately 180ft of 4" SDR13.5 HDPE BLK CND w/red tracer. Approximately 341ft of 2" SDR17 HDPE Gray CND. Approximately 675ft of 3-1 ¼" HDPE CND for communication. Approximately 150ft and 60ft of 1-1 ¼" conduit for communication. The project is located between 100 North and Center Street east of Main Street Kaysville, UT

SCOPE: Pathway Directional Boring and Underground Construction will place and provide the above conduits (1350ft of 6" SDR11 HDPE BLK CND w/red tracer. Approximately 180ft of 4" SDR13.5 HDPE BLK CND w/red tracer. Approximately 341ft of 2" SDR17 HDPE Gray CND. Approximately 675ft of 3-1 ¼" HDPE CND for communication. Approximately 150ft and 60ft of 1-1 ¼" conduit for communication.) with Fiberglass sweeps where required and PVC sweep in areas where it's not. We will be crossing under 100 North and Center Street on this project. We will not be placing any HH's, Vaults, or manholes for the project, they will be provided and installed by others. We will set sweeps at City determined locations for all conduits. We will place a pull string into each completed conduit. We are providing the good faith cost estimate below based on our understanding of the verbal information provided at the walk. We might have misinterpreted the information to our understanding. PLEASE SEE OUR STANDARD EXCLUSIONS BELOW......

LUMP SUM COST ESTIMATE---$66,913.00

***Exclusions to the above cost estimate are any unseen or unknown underground obstructions. We will make every effort to locate all existing utilities. We will do this by calling Blue Stakes of Utah, Digline in Idaho or One Call in Wyoming. However, we will need to have the landowner, general contractor, or the contracting entity identify and locate all of the existing private utilities that will not be located by Blue Stakes/Digline/One Call. This may include, but is not limited to, any private CCTV cables, low voltage power lines for irrigation control valves, landscape lighting, water lines including water lines for fire hydrants and irrigation systems, power lines for street lighting or parking lot lighting or outbuildings, cabling for security systems, fiber-optic lines, gas lines, storage tanks, septic systems or sewer lines. Pathway Directional Boring requires that all private utilities be marked with paint on the ground by the landowner, general contractor or contracting entity with paint before work commences. In accordance with Utah Code Title 54 Public Utilities Chapter 8a and Pathway Directional Boring best practices, paint must be within 2 feet of any underground utilities.

Pathway Directional Boring is not a plumbing, electrical or other specialty contractor. In the event schedule or other factors necessitate Pathway Directional Boring involvement in repairs to such facilities these repairs will be billed at cost.

IF WE KNOW WHERE UTILITIES ARE WE WILL MAKE EVERY EFFORT TO IDENTIFY THEM AND AVOID HITTING OR DAMAGING THEM.

BRIGGS UNDERGROUND

Quotation

2985 N 3500 W
PLAIN CITY UT 84404
801 616 7071

DATE June 24, 2019
Quotation # 2098
Customer ID kaysville

Quotation valid until: August 28, 2019
Prepared by: RYAN BRIGGS

KAYSVILLE

100 N TO CENTER

Description	AMOUNT
BORE 2-6" & 3 1-11/4 705' This is from pole to box and box to box then box to pole	$ 36,025.00
BORE 1-6"& 3 1-11/4 260' This is for box to pole on the south side of 100 N	8,000.00
BORE 2" 315'	5,905.00
RESTO SOD ASPHLT	3,000.00
Bore 3 1-11/4 to shop 150'	2,300.00
BORE 1 4" 217'	4,014.00
SET 3 TYPE 2 HANDHOLES	2,650.00
SET 15 6" FIBERGLASS 90X36	4,700.00
SET 2 4" 90X36	477.00
TOTAL	$ 67,071.00

If you have any questions concerning t call 801 616 7071 or rb@briggsunderground.com

THANK YOU FOR YOUR BUSINESS!

Americom™
The Right Choice

5305 West 2400 South England Court
West Valley UT, 84120

(801) 892-0500
www.americomtech.com

Project: Kaysville City Relocate Project

Quote # 67931

DATE 7/3/2019
Quotation valid until: 7/18/2019

Company: Kaysville City
Contact: Brett Thomas
Address: 23 East Center Street
City, State, Zip: Kaysville, UT 84037
Phone: 801-544-8925

SALESPERSON	Email	Mobile	Office
Saxon Neibaur	saxon.neibaur@americomtech.com	801-6461-5344	801-892-0519

Scope of Work:

AMERICOM Technology, Inc will identify, locate, and expose all located underground utilities within the running line prior to any excavation or directional drilling activity.
AMERICOM Technology, Inc will be responsible for placing approximately 855' of (2) 6" power conduits and approximately 275' of (1) 6" power conduit. AMERICOM Technology will also be responsible for placing approximately 200' of (1) 4" conduit. AMERICOM Technology will be responsible for placing approximately 345' of (1) 2" conduit. AMERICOM Technology will also be responsible for placing approximately 945' of (3) 1.25" conduits as well as approximately 175' of (1) 1.25" conduit. AMERICOM Technology will be responsible for setting (7) 30x48x36 hand holes and (1) 24x36x24 hand hole. AMERICOM Technology will be responsible for placing (15) 6" fiberglass 90 elbows. This bid does not include any permits or permitting fees. This is a lump sum bid.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	Lump Sum	$ 129,468.08	$ 129,468.08
		TOTAL	$ 129,468.08

Please see contract details on page 2

Comments or Special Instructions:

If you have any questions concerning this quotation, contact Saxon Neibaur

THANK YOU FOR YOUR BUSINESS!

5305 West 2400 South England Court
West Valley UT, 84120

(801) 892-0500
www.americomtech.com

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1. General Conditions

a) The following table list responsibilities for completion of these items. Those assigned to Americom Technology, Inc. are included in our quoted price below. Those assigned to Customer are not included in the pricing below, but may be added at an additional price.
b) Americom will be allowed to work 10-hour days 6 days per week.
c) Customer to provide ample work space for equipment.
d) Clear access to work areas for the duration of the project.

Customer	Americom	Description of Task Assignments
x		Provide Engineering Drawings
x		Provide Geotechnical Information
x		Dig Permits
x		Easement and Right of Ways
x		Point of contact for this project
	NA	Rail Road Permit
	x	Call for Public Utility Locates
x		Private Property Utilities Locate
	x	Expose Existing Public Utilities
	x	Expose Existing Private Utilities
	x	Provide Entry and Exit Pits for Directional Drilling
	x	Order and provide inspections
	x	Safety Meeting and Job Box Meetings
	x	Provide Access to Water for Mixing of Drill Fluids
	x	Provide Disposal of Drill Fluids and Spoil Material
	x	Provide Conduit/Duct and Other Associated Materials
x		Restoration of Surfaces
x		Final Clean and As-Builds/ Surveys
	x	Traffic Control

2. Rock Clause / Attempt Fees: It is assumed that the area for the placement of the conduits using directional drilling methods is free of cobble, rock, and other obstacles so that the soil is drillable. The pricing provided in this quote is based on clay or sand loam type soils. If in the process of potholing or directional drilling it is determined that the soil conditions are cobble, rocky or have obstruction, Americom will need to charge additional Rock pricing. Rock pricing will be applied to the full length of the HDD. Americom will charge a day rate for each directional drilling attempt. The price per day for unsuccessful attempt is $5,000. Attempt fees and or additional rock cost would need to be approved by Customer and Americom Technology, Inc. prior to engaging in any rock shot attempt.

3. Utility Locating / Potholing: For the safety of the general public, Customer and Americom Technology, Inc. all underground utilities must be identified, located, and exposed prior to any excavation or directional drilling activity. Customer must provide information on all private utilities to Americom Technology, Inc. Americom Technology, Inc. will order the Blue Staking of the Public Utilities and obtain the correct Blue Stake Locate work order number. All utilities must be exposed after the Blue Staking is completed. Blue Staking will only provide the approximate location of the utilities on the surface of the ground. The elevation of those utilities must be determined by exposing the utility. This can be accomplished by use of hand digging or hydro-excavation methods. Once the utilities are located and exposed the correct directional drill or excavation path can be determined based on the location and depth of the utilities.

4. Exclusion / Standby: Any work and/or material that are not specifically defined in this proposal are excluded. (Any additions or changes in quantities outside the scope of this project will be considered a change order request.) In the event Americom Technology, Inc. is delayed at any time during the course of the project due to changes to the scope of work, unusual delays, or environmental challenges, Americom Technology, Inc. will immediately cease to perform further services in support of this project. Customer and Americom Technology, Inc. shall take all reasonable steps to minimize the incurrence of costs allocable to the work covered by this project during the period of work stoppage.
(Standby charges shall be charged at a rate of $500.00 per hour to a maximum of $5,000.00 per day)
THE INFORMATION CONTAINED IN THIS PROPOSAL IS FOR THE EXCLUSIVE USE OF CUSTOMER AND IS NOT TO BE RELEASED WITHOUT PRIOR WRITTEN CONSENT FROM AMERICOM TECHNOLOGY INC.

PRICING GUARANTEE PERIOD
15 Days

TAX
All applicable state, local and federal taxes have been included unless otherwise noted.

RESTOCKING CHARGE
There will be a 20% charge on material that must be restocked due to any changes on the part of customer. Items must be in original packaging and undamaged.

PAYMENT TERMS - SUBJECT TO CREDIT APPROVAL
Payment due upon receipt of invoice. Finance charge of 1 1/2% per month, which is an annual percentage rate of 18%, will be added to all invoices not paid within 30 days of invoice date which will be invoiced at completion of project.

"I, the undersigned, hereby agree that in the event of default in the payment of any amount due, and if this account is placed in the hands of an agency or attorney for collection or legal action, to pay all costs of collection including a reasonable collection agency and/or attorney's fee, and costs of court incurred and permitted by laws governing these transactions, and further agree to the jurisdiction in the appropriate courts in Salt Lake County, in the State of Utah.

CUSTOMER ACCEPTANCE:
SIGNED:________________________ DATE:__________________
PRINTED NAME:____________________ P.O.#:__________________

STAFF REPORT

COUNCIL MEETING DATE: July 18, 2019
ITEM NO.: 4g

TYPE OF ITEM: Consent
PRESENTED BY: Shayne Scott

SUBJECT/AGENDA TITLE: Approval of an Interlocal Agreement for Joint Use of Facilities with Davis School District.

EXECUTIVE SUMMARY:

It is time to enter in to an Interlocal agreement with Davis School District for joint use of both City and School District facilities. This agreement was reviewed by both Nic and Cole and is deemed acceptable.

Council Options:
1. Approve Agreement as is.
2. Approve Agreement with suggested changes
3. Do not approve Agreement.

Recommended Options: Approve Agreement as presented

Fiscal Impact & Fund Source for Recommended Action: This agreement of itself should not have a fiscal impact on the city besides saving funds that the City might otherwise spend on meeting space elsewhere.

Attachments: Agreement

MASTER INTERLOCAL AGREEMENT
FOR JOINT USE OF FACILITIES
BETWEEN DAVIS SCHOOL DISTRICT AND KAYSVILLE CITY

This Agreement is made and entered into this _____ day of _____, 2019, by and between the Board of Education of Davis School District (the "School District"), having its principal offices at 45 East State Street, Farmington City, Davis County, State of Utah, and Kaysville City (the "City"), having its principal offices at 23 East Center Street, Kaysville City, Davis County, State of Utah as follows:

I. The School District is a school district organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.

II. The City is a municipal corporation organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.

III. The School District owns certain schools pertinent to the Agreement which are located within the City, together with accompanying auditorium, playgrounds and gymnasium facilities. ("School Facilities").

IV. The City owns certain public parks and recreation facilities pertinent to the Agreement which are located within the City ("City Facilities").

V. The School District has need to use the City Facilities in conjunction with school activities.

VI. The City has need to use the School Facilities in conjunction with the City's recreation programs and other public purposes.

VII. The City and School District have previously entered into Interlocal Agreements regarding development and utilization of one another's facilities.

VIII. The City and the School District are desirous of entering into this Interlocal Cooperation Agreement, pursuant to the provisions of the Utah Interlocal Cooperation Act, as set forth in *Utah Code Ann*. Title 11, Chapter 13, for their mutual benefit and for the further purpose of more fully developing and utilizing public facilities, thereby reducing costs and expenses to the tax payers of both the City and the School District.

IX. The City and the School District hereby find that this Agreement is in the best interest of the public and will efficiently and economically provide for the use of City Facilities for School District purposes and activities, and the use of School Facilities for City purposes and activities.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions as hereinafter set forth, the School District and the City hereby agree as follows:

1. DURATION OF AGREEMENT

This Agreement shall continue and remain in full force and effect for a period of ten (10) years unless terminated by the mutual consent of both Parties or terminated in accordance with the termination provision contained herein.

2. PRIOR AGREEMENTS

This Agreement shall supersede and replace the following prior Agreements entered into by the Parties regarding the development and use of each other's facilities in their entirety:

- *Agreement for Sublease of Property - May 1990*
- *Agreement for Infrastructure Development - June 1998*
- *Agreement/Fairfield Junior Development -August 1994*
- *Agreement for Development and Use of Davis High Auditorium - May 10, 1995*
  The applicable provisions of Addendum A are incorporated under part 7 of this agreement.
- *Master Interlocal Agreement for Joint Use of Facilities between Davis School District and Kaysville City - 2008*

3. NO SEPARATE ENTITY

This Agreement shall not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this Agreement.

4. PURPOSE

The purpose of this Agreement is to provide a legal means for the Parties to more fully utilize existing public facilities thereby benefitting the students and patrons of the School District and the residents and inhabitants of the City and reducing costs and expenses to all taxpayers within the School District and the City.

5. IMPROVEMENTS

Neither Party shall be required to install any improvements under the terms of this Agreement unless specifically agreed to in writing by the Parties in an Addendum to this Agreement.

6. SCHOOL DISTRICT USE OF CITY PROPERTY AND FACILITIES

The City's programs and activities shall have priority for use of all City Facilities. The School District shall have the right to use the City Facilities in conjunction with school activities provided such use does not interfere with the City's recreation or other programs.

During such periods of use, the School District shall be responsible for payment to the City of such sums as are sufficient to reimburse the City for only direct additional costs resulting from such use including but not limited to field maintenance, utilities, building and other supervision, and custodial services.

7. CITY USE OF SCHOOL DISTRICT PROPERTY AND FACILITIES

The School District's programs and activities shall have priority for use of all School Facilities. The City shall have the right to use the School Facilities in conjunction with City activities provided such use does not interfere with the School District's programs.

During such periods of use, the City shall be responsible for payment to the School District of such sums as are sufficient to reimburse the School District for only direct additional costs resulting from such use including but not limited to field maintenance, utilities, building and other supervision, and custodial services.

8. RECIPROCAL USE

The City and the School District may work out reciprocal arrangements for use of City Facilities and School District Facilities on an equal cost basis and this will be reviewed annually. The reciprocal use of City Facilities and School Facilities will be valued by each entity on a direct additional cost basis so that the actual expense each incurs is covered and does not require a subsidy from the operating budget of either entity.

9. MAINTENANCE AND EXPENSES

The School District and City each shall be responsible for the ordinary and normal maintenance and repairs of their respective Facilities unless otherwise indicated in this Agreement. The School District and the City shall each be required to use the Facilities of the other in a careful and prudent manner and each shall be required to pay the other Party for any damages caused to the facilities of the other during the assigned use period in accordance with the provisions of Section 10.

10. DAMAGE, REPAIRS

Any repairs necessary due to damage caused by or in connection with a Party's exclusive use of the facility at the time the damage occurred shall be paid for by that Party.

11. LIABILITY AND INDEMNIFICATION

The School District and the City shall each be responsible for conducting their respective activities provided for and contemplated herein, and each waives all claims and recourse against the other in connection with any claim arising out of or connected with the conduct of any of the activities contemplated by this Agreement, including the right to contribution for loss or damage by reason of injury to persons or damages to property arising out of or in any way connected with or incident to the activity of such Party as contemplated by this Agreement. Furthermore, each Party agrees to indemnify and hold the other Party harmless for any claim, injury, or damage arising out of or connected with the actions or omissions of such other Party in connection with any activity contemplated by this Agreement. Each Party agrees to maintain public liability and property damage insurance coverage during the term of this Agreement with coverage in an amount not less than a one million dollars ($1,000,000.00) per occurrence, three million dollars ($3,000,000.00) aggregate and any additional amount or annual increases which may be required by Utah's Governmental Immunity Act or other legislative action.

12. COORDINATING USE AT CITY AND SCHOOL DISTRICT FACILITIES

Scheduling of use of the School Facilities by the City shall be done by the City Manager or his or her designee and the School District's Rental Coordinator for which use is intended on an annual basis. Should a need for use of School Facilities arise outside of the annual scheduling, City officials must also make such arrangements with the District Rental Coordinator.

Scheduling of use of the City facilities by the School District shall be done by the principal or School District official making contact with the City Manager or his or her designee to schedule such use.

13. TERMINATION PROVISIONS

This Agreement may be terminated at any time by mutual consent of the Parties.

14. ASSIGNMENT

Neither Party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other Party. Any attempt to assign any right or privilege connected with this Agreement without the prior written consent of the other Party shall be void.

15. APPROVAL BY RESOLUTION

This Agreement shall not be effective until approved by Resolution of the governing body of each Party and filing of duplicate originals with the official keeper of records of each Party.

16. ENTIRE AGREEMENT

The Parties hereto agree that this document contains the entire agreement and understanding between the Parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by either Party prior to the date hereof and is binding upon the successors of the respective Parties.

17. APPROVAL OF AGREEMENT BY AUTHORIZED ATTORNEY

As required by *Utah Code Ann.* §11-13-202.5, prior to and as a condition precedent to this Agreement's entry into force, it shall be approved by the legislative body of each public entity and submitted to an authorized attorney who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.

18. DISPUTE RESOLUTION

The Parties agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. As required by *Utah Code Ann.* §11-13-207, and to assist in the resolution of any disputes between the Parties regarding this Agreement, the City Manager or his or her designee, the respective School Principal, and a representative from the School District Administration shall constitute a joint board responsible for the administration of this Agreement.

Should the Parties be unable to resolve a dispute and the services of an attorney is required to enforce this Agreement, the defaulting Party agrees to pay reasonable attorney's fees and costs.

19. PRIVILEGES AND IMMUNITY

Officers and employees performing services pursuant to this Agreement shall be deemed to be officers and employees of the Party employing their services even if performing functions outside of the territorial limits of such Party, and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Nothing herein shall be construed to waive any of the privileges and immunities available to either Party under the Governmental Immunity Act as set forth in *Utah Code Ann.* Title 63G, Chapter 7, as amended.

IN WITNESS WHEREOF, the parties hereto have signed this Interlocal Cooperation Agreement the day and year first above written, pursuant to authority granted by Resolution duly passed and adopted by the School District and the City.

BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT	KAYSVILLE CITY A MUNICIPAL CORPORATION
______________________________ President John Robison	______________________________ Mayor Katie Witt
ATTEST:	ATTEST:
______________________________ Business Administrator Craig Carter	______________________________ City Recorder Annemarie Plaizier
APPROVED AS TO FORM:	APPROVED AS TO FORM:
______________________________ Legal Counsel Benjamin Onofrio	______________________________ Legal Counsel

STAFF REPORT

COUNCIL MEETING DATE: July 18, 2019
ITEM NO.: 5a

TYPE OF ITEM: ACTION
PRESENTED BY: Shayne Scott

SUBJECT/AGENDA TITLE: Carbon Free Power Project Resource Subscription

EXECUTIVE SUMMARY:

Kaysville City Power currently has 1MW of subscription of CFPP (Carbon Free Power Project). With the inevitability of our Coal resources being drastically reduced or completely eliminated, staff would recommend we increase our subscription to 5MWs. The D.O.E. (Department of Energy) is funding half of the entire CFPP and is going to pay for 100% of the first 60MW module for 10-15 years. If Kaysville executes the contract for 5MWs, the city will get a percentage (1.8MWs) of the (Jump program) output from that first module when those contracts expire. This portion of power will be at a greatly reduced rate because the D.O.E is going to pay all of the cost to build the first unit. There will be no debt service associated with that first module. The D.O.E wants to see the signed subscription contracts by the end of July to qualify for the Jump program.

The Power Commission has moved to approve these contracts.

Council Options:
1. Approve one or both contracts for more power in the CFFP and to take advantage of the "Jump" program.
2. Do not approve one or both contracts.

Recommended Options: Approve both contracts as presented

Fiscal Impact & Fund Source for Recommended Action: The CFPP will obligate the city to accept future power resources as part of the city's overall resource portfolio with its associated costs for such resource.

Attachments: CFPP Contract and Jump Program Contract

RESOLUTION NO. ____

A RESOLUTION APPROVING AN INCREASE IN KAYSVILLE CITY'S ENTITLEMENT SHARE UNDER THE CARBON FREE POWER PROJECT POWER SALES CONTRACT

*****   *****   *****

WHEREAS, by Resolution No. 18-6-01, the Governing Body of Kaysville City, Utah (the *"Participant"*) has previously approved the Carbon Free Power Project Power Sales Contract (the *"Power Sales Contract"*) with Utah Associated Municipal Power Systems (*"UAMPS"*), including an Entitlement Share of up to 1,000 kW of the capacity of the Carbon Free Power Project (the *"Project"*); and

WHEREAS, the Participant has reviewed its future power supply resource needs, and the Governing Body now desires to authorize an increase such Entitlement Share;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Kaysville, Utah, as follows:

Section 1. Approval of Increased Entitlement Share. An increased Entitlement Share representing up to 5,000 kW of capacity in the Project, as such capacity amount may be rounded upon the approval of the Project Management Committee and the Participant's Representative pursuant to the Power Sales Contract to provide a whole number of small modular reactors is hereby authorized and approved.

Section 2. Miscellaneous; Effective Date. (a) Except as amended by this resolution, Resolution No. 2018-6-01 shall remain in full force and effect.

(b) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this ____ day of ________, 2019.

KAYSVILLE CITY, UTAH

By ____________________________________
Mayor

ATTEST:

____
City Recorder

[SEAL]

RESOLUTION NO. __________

A RESOLUTION AUTHORIZING AND APPROVING AN INCREASE IN THE PARTICIPANT'S ENTITLEMENT SHARE UNDER THE CARBON FREE POWER PROJECT POWER SALES CONTRACT FOR THE LAY-OFF POWER SALES AGREEMENT ASSOCIATED WITH JOINT USE MODULE PLANT OPERATIONS AT THE CARBON FREE POWER PROJECT; AND RELATED MATTERS.

*****   *****   *****

WHEREAS, Kaysville City, Utah (the *"Participant"*) is a member of Utah Associated Municipal Power Systems (*"UAMPS"*) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the *"Joint Action Agreement"*);

WHEREAS, the Participant has previously approved, executed and delivered the Carbon Free Power Sales Contract dated as of April 1, 2018 (the *"Power Sales Contract"*) with UAMPS, including an Entitlement Share of 5,000 kW of the capacity of the Project (initially capitalized terms used and not defined herein have the meanings assigned to them in the Power Sales Contract);

WHEREAS, UAMPS, the U.S. Department of Energy and Batelle Energy Alliance, as DOE's prime contractor at the Idaho National Laboratory (together, *"DOE"*) entered into a Memorandum of Understanding in December 2018 (the *"MOU"*), under which one of the small modular reactors at the Project (*"JUMP SMR"*) will be utilized by DOE for research and development purposes under its "JUMP" program;

WHEREAS, the MOU calls for definitive agreements for the JUMP SMR be negotiated by October 2019 (collectively, these agreements are referred to herein as the *"JUMP Lay-Off Power Sales Agreement"*);

WHEREAS, UAMPS and the Project Management Committee believe that the JUMP Lay-Off Power Sales Agreement will provide substantial benefits to the Participants and the Project as a whole, including accelerating the development of the Project, achieving cost savings and other benefits;

WHEREAS, certain Participants in the CFPP desire to facilitate this transaction by electing to increase their Entitlement Shares in a total amount sufficient to enable UAMPS to make the JUMP SMR available to DOE and thus enabling UAMPS to enter into JUMP Lay-Off Power Sales Agreement with DOE; and

WHEREAS, the Participant now desires to increase its Entitlement Share in the amount set forth below to facilitate the JUMP Lay-Off Power Sales Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Kaysville City, Utah, as follows:

Section 1. Increase of Participant Entitlement Share for JUMP Lay-Off Power Sales Agreement. (a) The Participant hereby authorizes and approves increasing its Entitlement Share in the CFPP by and up to 1,859 kW of capacity.

(b) Upon the completion of negotiations with DOE, UAMPS shall submit the JUMP Lay-Off Power Sales Agreement to the Project Management Committee for approval as provided in the Power Sales Contracts. Upon the approval or disapproval of the JUMP Lay-Off Power Sales Agreement by the Project Management Committee, UAMPS shall send written notice to each of the Participants that has elected to increase its Entitlement Share of the action taken by the Project Management Committee and, if the Project Management Committee has approved the JUMP Lay-Off Power Sales Agreement, a copy of the JUMP Lay-Off Power Sales Agreement.

(c) If the JUMP Lay-Off Power Sales Agreement is approved by the Project Management Committee but is not executed by UAMPS for any reason, UAMPS shall give additional written notice of such fact to such Participants.

(d) Upon its receipt of the written notice from UAMPS described in (b) above, the Participant shall, in its sole discretion, have the right to rescind its election to increase its Entitlement Share as provided in 1(a) above or to modify the increase in its Entitlement Share as provided in 1(a) above upon its determination that the final terms of the JUMP Lay-Off Power Sales Agreement are unacceptable. Upon its receipt of the written notice from UAMPS described in (c) above, the Participant shall, in its sole discretion, have an additional right to rescind its election to increase its Entitlement Share as provided in 1(a) above or to modify the increase in its Entitlement Share as provided in 1(a) above. The Participant shall exercise these rights upon the approval of its Governing Body and by written notice to UAMPS which shall be given not later than 30 days after UAMPS gives notice to the Participant under (b) or (c) above.

Section 2. Miscellaneous; Effective Date. (a) Notwithstanding the rights provided to the Participant Section 1(b) of this resolution, this resolution shall be and remain irrepealable until the expiration or termination of the Power Sales Contract in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this ____ day of ________, 2019.

KAYSVILLE CITY, UTAH

By ______________________________________
Mayor

ATTEST:

____
City Recorder

[SEAL]

STAFF REPORT

MEETING DATE: 7/18/19 **ITEM NUMBER: 5b**

TYPE OF ITEM: Action

PRESENTED BY: Administration Staff

SUBJECT/AGENDA TITLE: Consideration of a new cell tower in Barnes Park and Lease Agreement with T-Mobile West, LLC.

EXECUTIVE SUMMARY:

T-Mobile is requesting to locate a new cell tower in Barnes Park. The proposed tower would replace an existing light post on the north east ball field and have capacity for T-Mobile in the top position for their antenna equipment and one other future user. The tower would also have lights installed on it to function as lighting for the ball field.

The Tower is 90 feet in height and is permitted in the PU zoning district as a Stealth Tower. As the property owner, the City has the ability to consider the proposed contract and tower details and can choose to accept the proposal with or without changes.

The contract is included as an attachment to this report. In short, T-Mobile would build the tower and base compound for supporting equipment and give the tower to the city to lease back to T-Mobile and an additional user if desired in the future. The proposed lease begins at a rate of $1500 per month.

City staff has worked with T-Mobile to determine the location that works best for the park and the needs of the service provider to enhance their network.

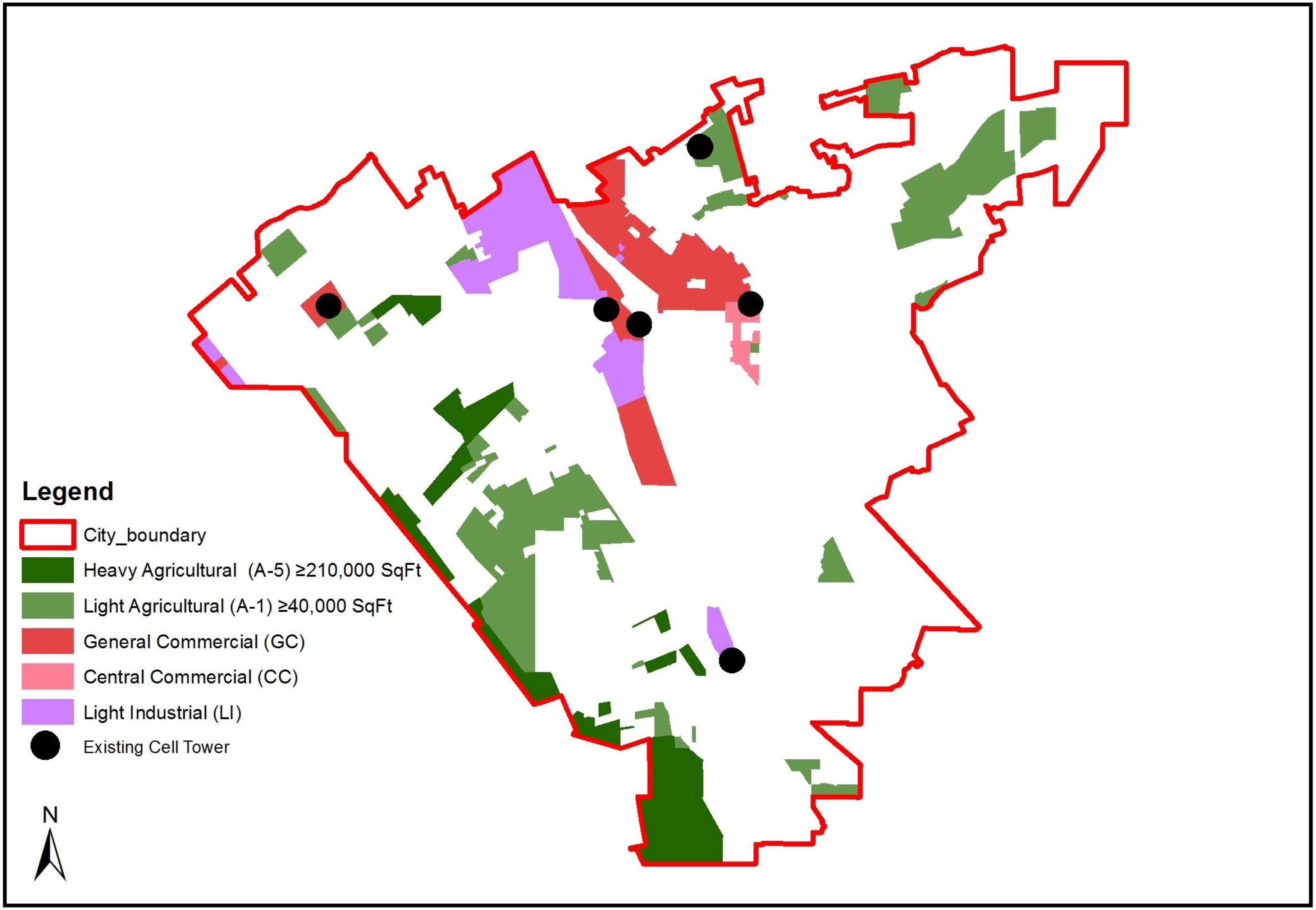
COUNCIL OPTIONS: Approve, deny, or request changes to the proposed agreement.

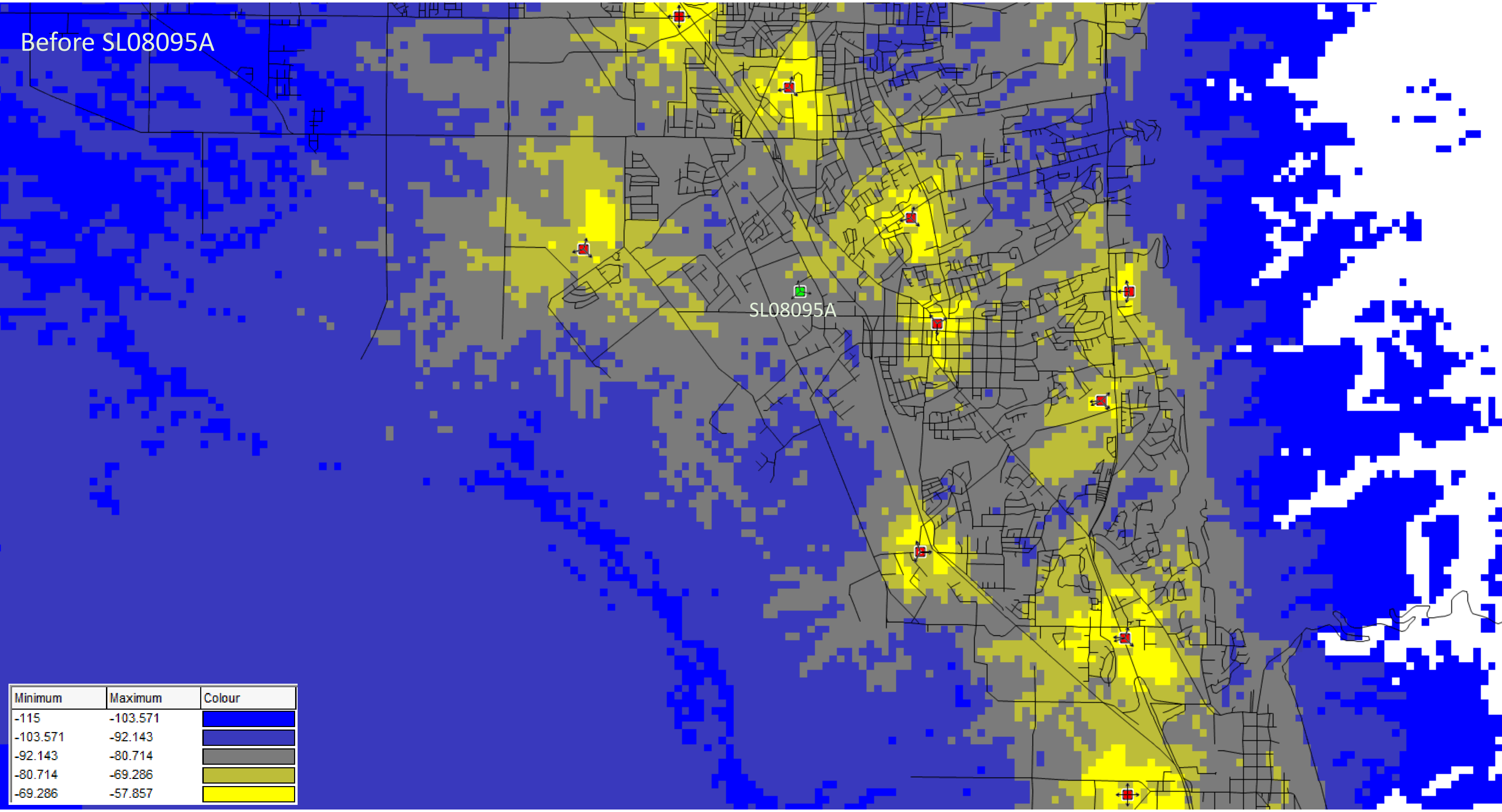
RECOMMENDED OPTIONS: Staff recommends approval of the cell tower as proposed together with the proposed lease agreement.

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION: $1500 / month revenue to general fund.

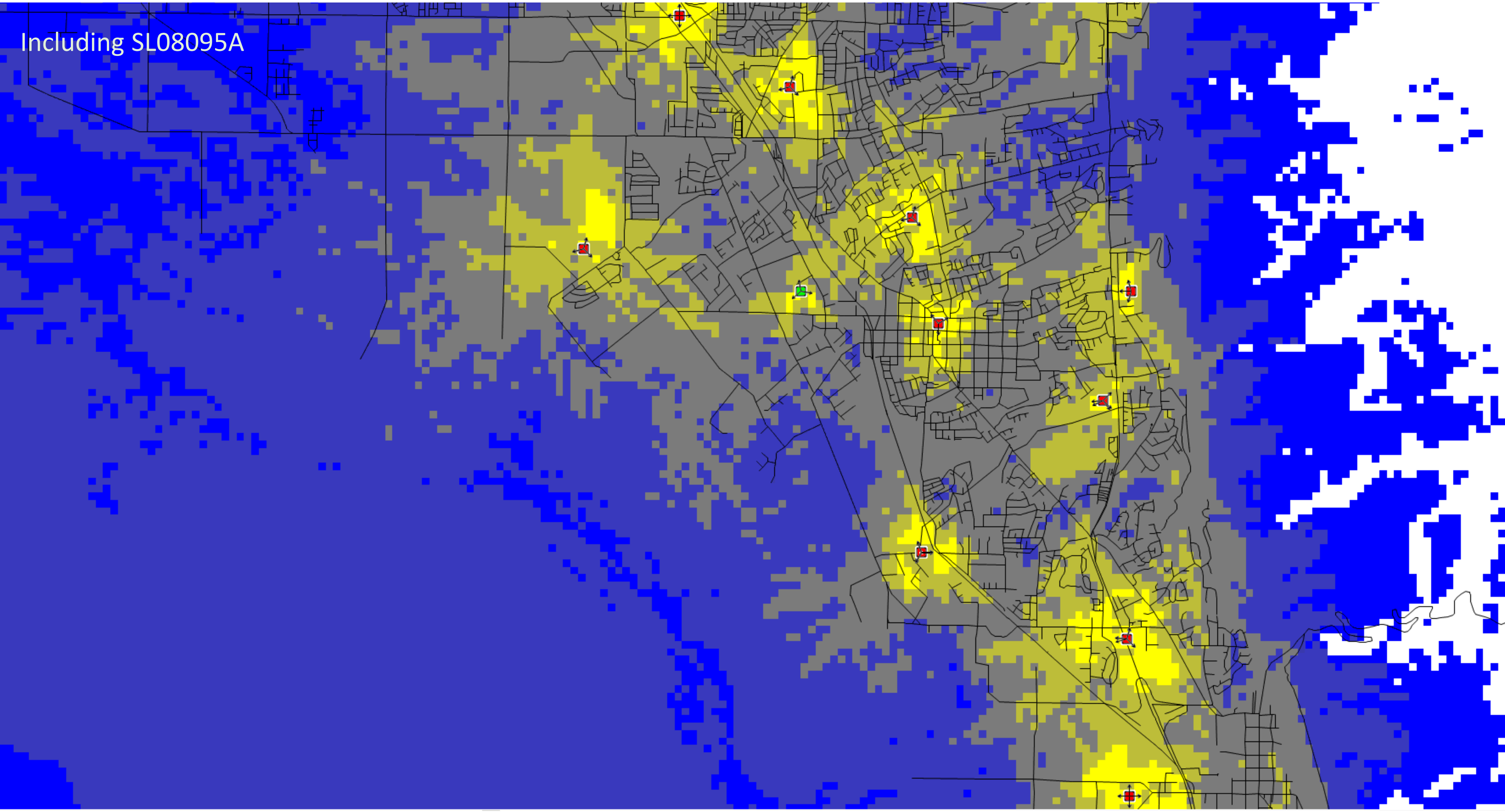
ATTACHMENTS: Location Map, Cell Coverage Map, Cell Tower Plans, Site Lease Agreement.

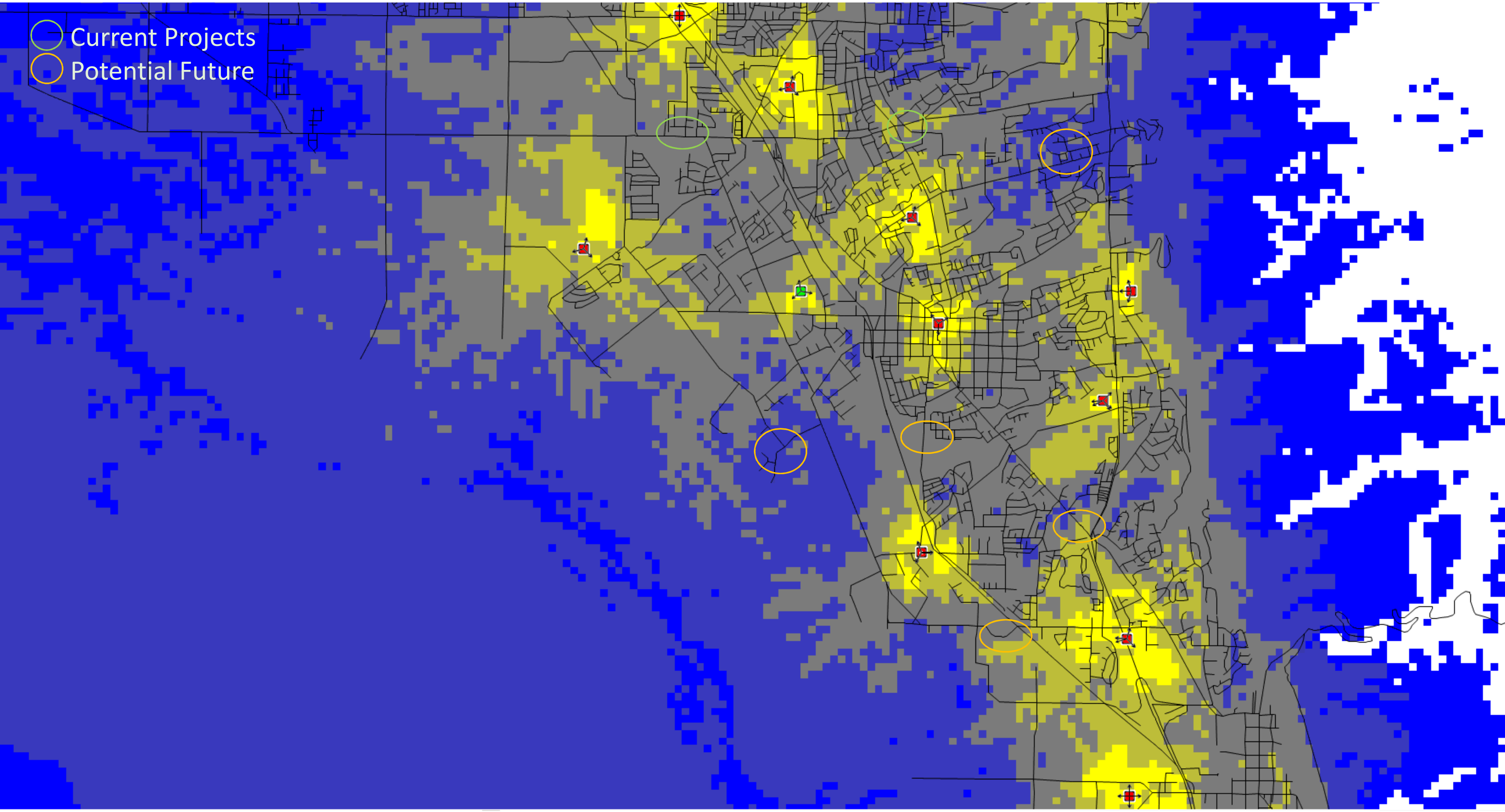
Current Telecommunication Tower Locations





Before SL08095A
SL08095A
Minimum | Maximum | Colour
-115 | -103.571
-103.571 | -92.143
-92.143 | -80.714
-80.714 | -69.286
-69.286 | -57.857


Including SL08095A


Current Projects
Potential Future

PROPRIETY INFORMATION:
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO T-MOBILE SERVICES IS STRICTLY PROHIBITED.

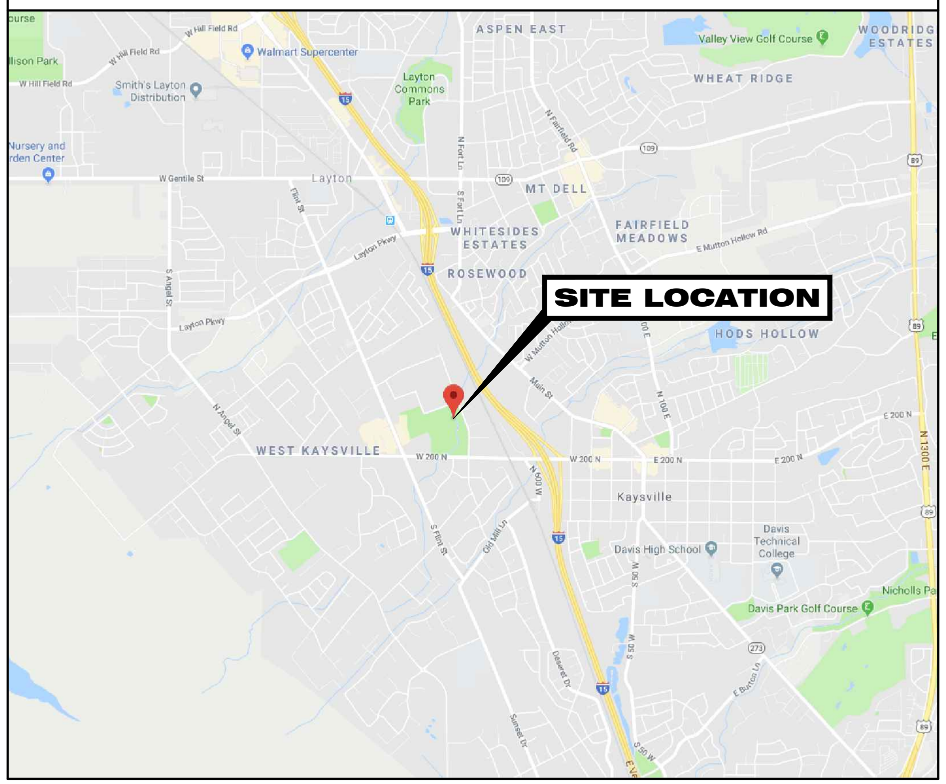
T-Mobile®

SL08095A BARNES PARK

950 WEST 200 NORTH
KAYSVILLE, UT 84037

LAT/LONG 41.04165834, -111.959055564

GENERAL LOCATION MAP



VICINITY MAP

DRAWING INDEX

PROJECT SUMMARY

PROPERTY INFORMATION:
PROPERTY OWNER: KAYSVILLE CITY CORPORATION
SITE ID: SL08095A

ZONING CLASSIFICATION: PU
CONSTRUCTION TYPE: U
OCCUPANCY: -
JURISDICTION: KAYSVILLE CITY
CURRENT USE: BASEBALL FIELD LIGHT
NEW USE: UNMANNED WIRELESS TELECOMMUNICATIONS FACILITY

APPROVALS

APPROVED BY	PRINT NAME	INITIALS	DATE
PROJECT MANAGER			
RF ENGINEER			
OPS MANAGER			
CONSTRUCTION			
LANDLORD			

CONTACT INFORMATION

PROPERTY OWNER
KAYSVILLE CITY CORPORATION
23 EAST CENTER STREET
KAYSVILLE, UT 84037

SITE ACQUISITION FIRM
RAGE DEVELOPMENT LLC
2181 HUGO AVENUE
SALT LAKE CITY, UT 84117

NETWORK SYSTEMS OWNER
T-MOBILE
121 WEST ELECTION RD. STE. 330
DRAPER, UT 84020

A/E FIRM
SMITH HYATT ARCHITECTS
845 SOUTH MAIN STREET
BOUNTIFUL, UTAH 84010

T-Mobile®

RAGE DEVELOPMENT LLC

SMITH HYATT ARCHITECTS
845 SOUTH MAIN, BOUNTIFUL, UTAH 84010
801-298-5777 FAX 801-298-1677

DATE: 4/25/2019
DRAWN BY: ACH
CHECKED BY: ROCK SCHUTJER

REVISIONS

DATE	DESCRIPTION	INT.
4/25/19	ZD (Prelim)	ACH
4/26/19	ZD (Final)	ACH
5/2/19	ZD (Final-R1)	ACH
5/3/19	ZD (Final-R2)	ACH
5/29/19	ZD (Final-R3)	ACH
6/4/19	ZD (Final-R4)	ACH

SL08095A
BARNES PARK
950 WEST 200 NORTH
KAYSVILLE, UT 84037

DRAWING TITLE:
TITLE SHEET

DRAWING NO.:
T-1

GENERAL CONSTRUCTION NOTES

1. DRAWINGS WERE PREPARED FROM STANDARDIZED DETAILS DEVELOPED AND PROVIDED BY T-MOBILE WEST, LLC ("T-MOBILE"). STANDARDIZED DETAILS ARE TO BE CONFIRMED AND CORRELATED AT THE SITE BY THE CONTRACTOR. STANDARDIZED DETAILS THAT REQUIRE MODIFICATIONS DUE TO ACTUAL FIELD CONDITIONS AND REQUIREMENTS MUST BE SUBMITTED TO, AND APPROVED BY, T-MOBILE PRIOR TO START OF WORK.

2. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS TAKE PRECEDENCE. THIS SET OF DOCUMENTS IS INTENDED TO BE USED FOR DIAGRAM PURPOSES ONLY. UNLESS OTHERWISE NOTED. THE CONTRACTOR IS RESPONSIBLE FOR ALL DIMENSIONS.

3. THE GENERAL CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR, AND ANY REQUIREMENTS DEEMED NECESSARY TO COMPLETE INSTALLATION AS DESCRIBED IN THE DRAWINGS AND AS DISCUSSED ON THE SITE WALK.

4. PRIOR TO THE SUBMISSION OF BIDS, CONTRACTORS INVOLVED SHALL VISIT THE JOB SITE TO FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT. CONTRACTORS SHALL VISIT THE CONSTRUCTION SITE WITH THE CONSTRUCTION DOCUMENTS TO VERIFY FIELD CONDITIONS AND CONFIRM THAT THE PROJECT WILL BE ACCOMPLISHED AS SHOWN. PRIOR TO PROCEEDING WITH CONSTRUCTION, ANY ERRORS, OMISSIONS, OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF T-MOBILE VERBALLY AND IN WRITING.

5. THE GENERAL CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS.

6. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

7. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURER'S/VENDOR'S SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.

8. ALL WORK PERFORMED ON THE PROJECT AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK.

9. GENERAL CONTRACTOR SHALL PROVIDE, AT THE PROJECT SITE, A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ADDENDA OR CLARIFICATIONS FOR USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.

10. THE STRUCTURAL COMPONENTS OF ADJACENT CONSTRUCTION OR FACILITIES ARE NOT TO BE ALTERED BY THIS CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE.

11. CONTRACTOR TO SEAL ALL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FIRE MARSHALL APPROVED MATERIALS IF APPLICABLE TO THIS FACILITY AND OR PROJECT SITE.

12. CONTRACTOR TO PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF PROJECT AREA DURING CONSTRUCTION.

13. CONTRACTOR SHALL MEET ALL OSHA REQUIREMENTS FOR ALL INSTALLATIONS.

14. CONTRACTOR TO VERIFY LOCATION OF ALL BURIED UTILITIES PRIOR TO EXCAVATION.

15. CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION, UPON COMPLETION OF WORK, CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.

16. CONTRACTOR SHALL KEEP GENERAL WORK AREA CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, AND RUBBISH. CONTRACTOR SHALL REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY OR PREMISES. SITE SHALL BE LEFT IN CLEAN CONDITION DAILY AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.

17. THE ARCHITECTS/ENGINEERS HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. CONTRACTORS BIDDING THE JOB ARE NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. THE BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) T-MOBILE OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO SUBMISSION OF CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED OTHERWISE.

18. THE CONTRACTOR SHALL PERFORM WORK DURING OWNER'S PREFERRED HOURS TO AVOID DISTURBING NORMAL BUSINESS.

19. THE CONTRACTOR SHALL PROVIDE T-MOBILE CORPORATION PROPER INSURANCE CERTIFICATES NAMING T-MOBILE WEST, LLC AS ADDITIONAL INSURED, AND T-MOBILE WEST, LLC PROOF OF LICENSE(S) AND PL & PD INSURANCE.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT CONDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

A. UTAH UNIFORM BUILDING STANDARD ACT RULES
B. 2015 INTERNATIONAL BUILDING CODE (IBC)
C. 2017 NATIONAL ELECTRICAL CODE (NEC)
D. 2015 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA 101)
E. 2015 INTERNATIONAL MECHANICAL CODE (IMC)
F. LOCAL BUILDING CODE
G. CITY OR COUNTY ORDINANCES

IMPORTANT NOTICE

THE EXISTING CONDITIONS REPRESENTED HEREIN ARE BASED ON VISUAL OBSERVATIONS AND INFORMATION PROVIDED BY OTHERS. A/E FIRM CANNOT GUARANTEE THE CORRECTNESS NOR THE COMPLETENESS OF THE EXISTING CONDITIONS SHOWN AND ASSUMES NO RESPONSIBILITY THEREOF. THE CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS AS REQUIRED FOR PROPER COMPLETION OF THE PROJECT.

T-Mobile

RAGE DEVELOPMENT LLC

SMITH HYATT ARCHITECTS
845 SOUTH MAIN, BOUNTIFUL, UTAH 84010
801-298-5777 FAX 801-298-1677

DATE: 4/25/2019
DRAWN BY: ACH
CHECKED BY: ROCK SCHUTJER

REVISIONS

DATE	DESCRIPTION	INT.
4/25/19	ZD (Prelim)	ACH
4/26/19	ZD (Final)	ACH
5/2/19	ZD (Final-R1)	ACH
5/3/19	ZD (Final-R2)	ACH
5/29/19	ZD (Final-R3)	ACH
6/4/19	ZD (Final-R4)	ACH

SL08095A
BARNES PARK
950 WEST 200 NORTH
KAYSVILLE, UT 84037

DRAWING TITLE: GENERAL NOTES

DRAWING NO.: N-1

1 SITE LOCATION PLAN
NTS

T-Mobile

RAGE
DEVELOPMENT LLC

SMITH HYATT ARCHITECTS
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801-298-5777 FAX 801-298-1677

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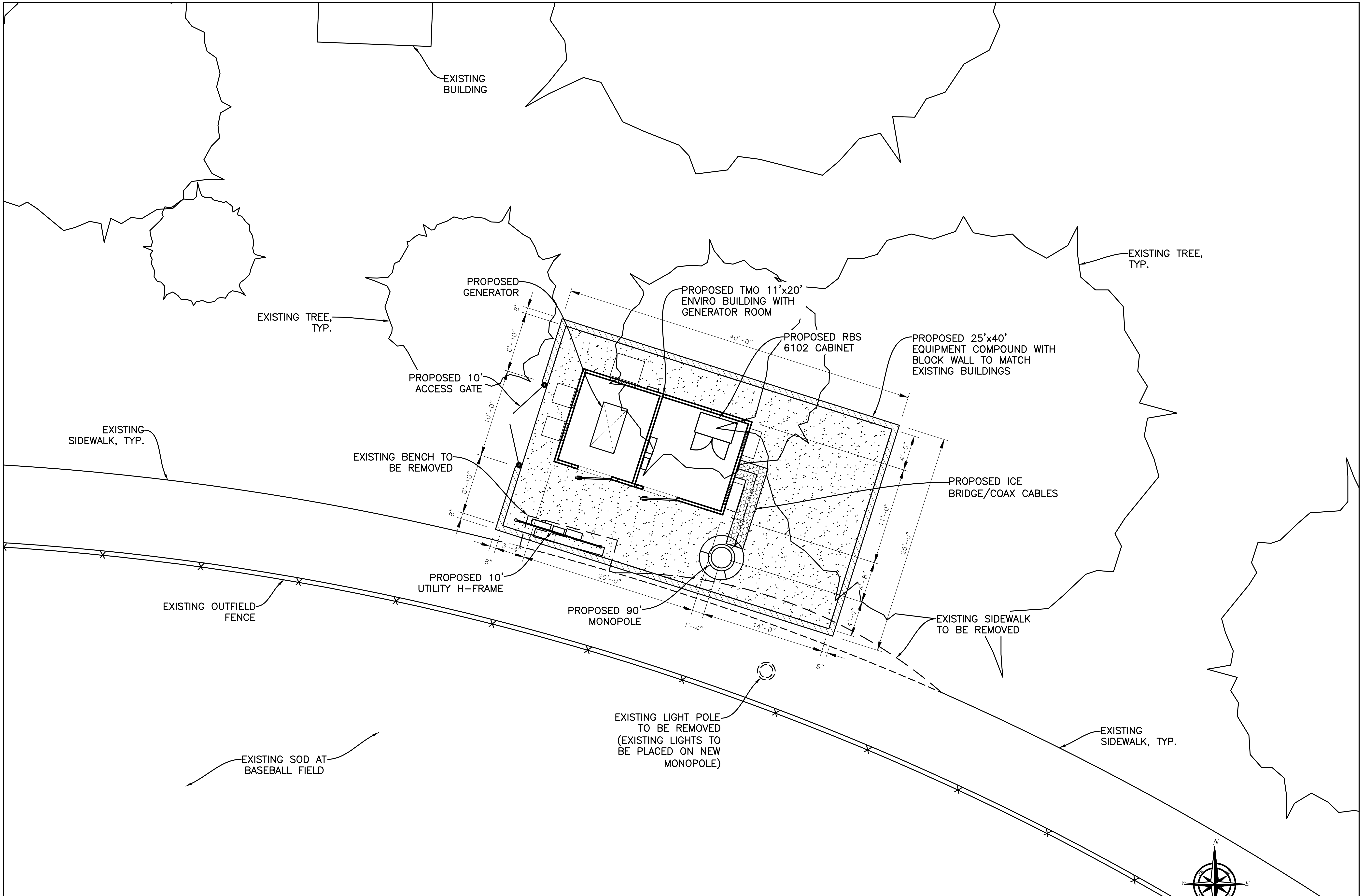
6/4/19	ZD (Final-R4)	ACH

SL08095A
BARNES PARK
950 WEST 200 NORTH
KAYSVILLE, UT 84037

DRAWING TITLE:
SITE LOCATION PLAN

DRAWING NO.:
A-1



1 ENLARGED SITE PLAN
N.T.S.

T-Mobile

RAGE DEVELOPMENT LLC

SMITH HYATT ARCHITECTS
845 SOUTH MAIN, BOUNTIFUL, UTAH 84010
801-298-5777 FAX 801-298-1677

DATE: 4/25/2019
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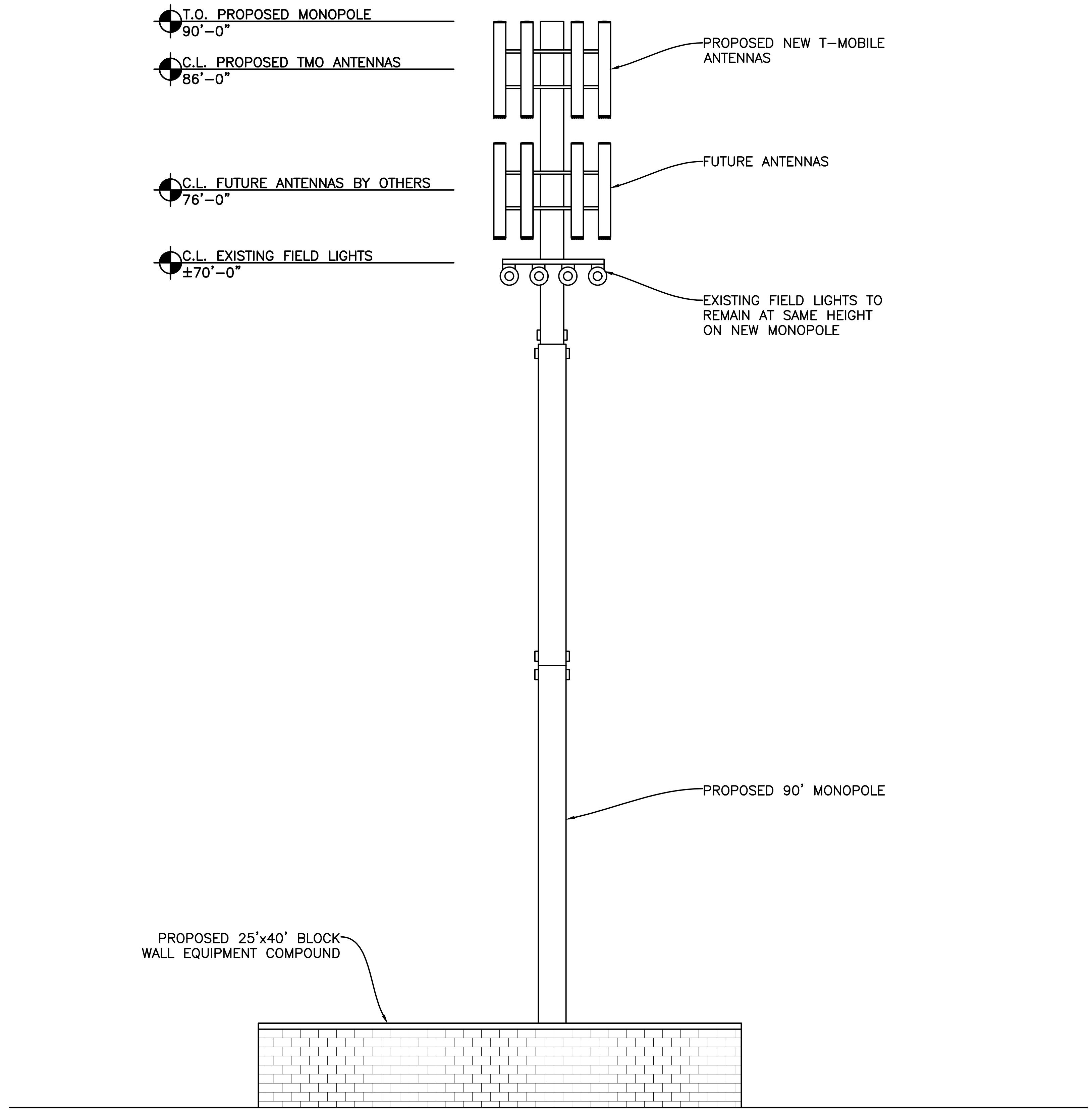
5/3/19	ZD (Final-R2)	ACH
5/29/19	ZD (Final-R3)	ACH
6/4/19	ZD (Final-R4)	ACH

SL08095A
BARNES PARK
950 WEST 200 NORTH
KAYSVILLE, UT 84037

DRAWING TITLE: ENLARGED SITE PLAN

DRAWING NO.: A-2



2 SOUTH ELEVATION
N.T.S.

T-Mobile

RAGE
DEVELOPMENT LLC

SMITH HYATT ARCHITECTS
845 SOUTH MAIN, BOUNTIFUL, UTAH 84010
801-298-5777 FAX 801-298-1677

DATE: 4/25/2019
DRAWN BY: ACH
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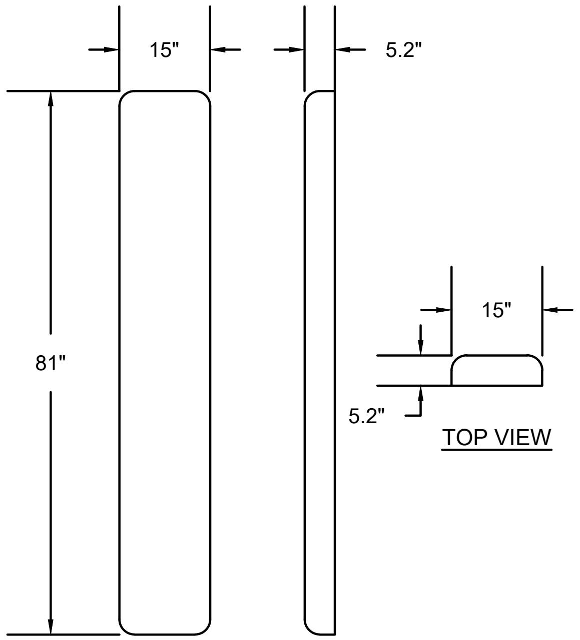
5/29/19	ZD (Final-R3)	ACH
6/4/19	ZD (Final-R4)	ACH

SL08095A
BARNES PARK
950 WEST 200 NORTH
KAYSVILLE, UT 84037

DRAWING TITLE:
TOWER ELEVATION

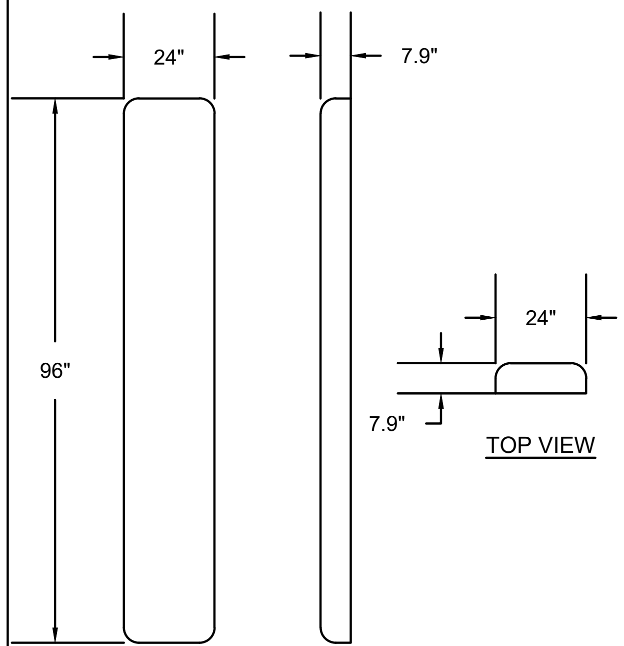
DRAWING NO.:
A-3

CELLMAX CMA-BDHH-6521-E0-6 (QUAD)



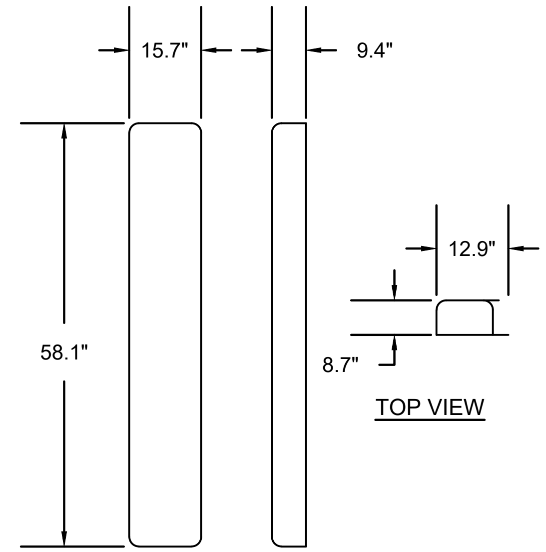
6 ANTENNA DETAIL
N.T.S.

RFS APXVAARR24 43-U-NA20 (OCTA)



6 ANTENNA DETAIL
N.T.S.

ERICSSON AIR3246 B66 (OCTA)



6 ANTENNA DETAIL
N.T.S.

NEW EQUIPMENT LIST

SECTOR	TYPE	MODEL	QUANTITY
ALPHA	ANTENNA	AIR3246 B66 (ACTIVE ANTENNA - MASSIVE MIMO)	1
ALPHA	ANTENNA	APXVAARR24 43-U-NA20 (OCTO)	1
ALPHA	ANTENNA	CMA-BDHH/6521/E0-6/RET/T B05 (QUAD)	1
ALPHA	RRU	4415 B25	1
ALPHA	RRU	4449 B71+B12	1
ALPHA	RRU	4415 B66A	1
BETA	ANTENNA	AIR3246 B66 (ACTIVE ANTENNA - MASSIVE MIMO)	1
BETA	ANTENNA	APXVAARR24 43-U-NA20 (OCTO)	1
BETA	ANTENNA	CMA-BDHH/6521/E0-6/RET/T B05 (QUAD)	1
BETA	RRU	4415 B25	1
BETA	RRU	4449 B71+B12	1
BETA	RRU	4415 B66A	1
GAMMA	ANTENNA	AIR3246 B66 (ACTIVE ANTENNA - MASSIVE MIMO)	1
GAMMA	ANTENNA	APXVAARR24 43-U-NA20 (OCTO)	1
GAMMA	ANTENNA	CMA-BDHH/6521/E0-6/RET/T B05 (QUAD)	1
GAMMA	RRU	4415 B25	1
GAMMA	RRU	4449 B71+B12	1
GAMMA	RRU	4415 B66A	1
SITE	HCS	6x12 *SELECT LENGTH & AWG*	3

ERICSSON 4449 B71+B12

WEIGHT:	74 ± 4 lbs
DIMENSIONS (H x W x D):	379.7mm x 335mm x 235+mm

6 RRU DETAIL
N.T.S.

ERICSSON 4415 B66A

WEIGHT:	20 kg
DIMENSIONS (H x W x D):	420mm x 342mm x 149mm

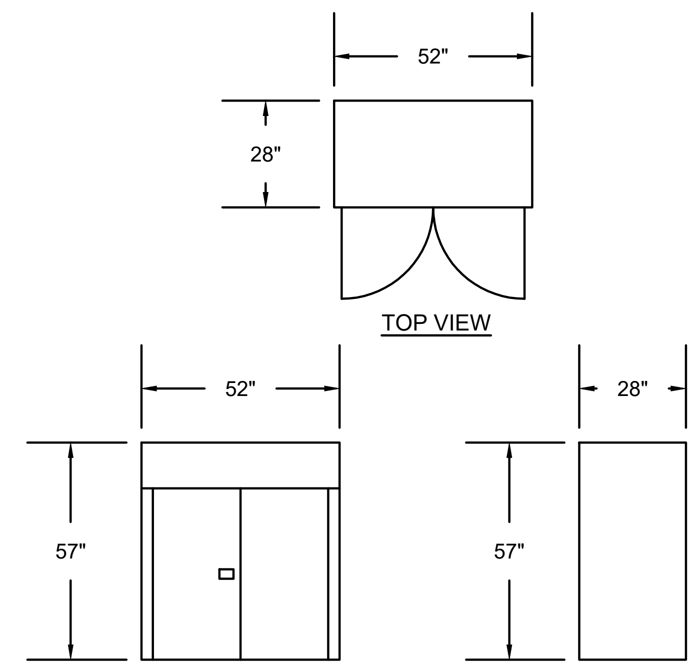
4 RRU DETAIL
N.T.S.

ERICSSON 4415 B25

WEIGHT:	44 lbs
DIMENSIONS (H x W x D):	14.9" x 13.2" x 5.4"

2 RRU DETAIL
N.T.S.

ERICSSON RBS 6102



1 CABINET DETAIL
N.T.S.

T-Mobile

RAGE DEVELOPMENT LLC

SMITH HYATT ARCHITECTS
845 SOUTH MAIN, BOUNTIFUL, UTAH 84010
801-298-5777 FAX 801-298-1677

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SL08095A
BARNES PARK
950 WEST 200 NORTH
KAYSVILLE, UT 84037

DRAWING TITLE: EQUIPMENT DETAILS

DRAWING NO.: A-4

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Lease**") is effective the date of the last signature on this Lease (the "**Effective Date**") by and between ~~<Landlord Name>~~**Kaysville City Corporation**, a(n) ~~<LL Entity Type>~~Municipality ("**Landlord**") and ~~<Market Entity Name>~~**T-Mobile West LLC**, a Delaware ~~<T-Mobile Type of Entity>~~limited liability company ("**Tenant**").

Landlord and Tenant agree to the following:

1. Property Description. Landlord is the owner of the real property located at ~~<Site Address, City, County, State Zip>~~304 N Flint Street, Kaysville, Davis County, Utah 84037, as further described on **Exhibit A** (the "**Property**"). The Property includes the leased premises plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on **Exhibit B** (the "**Premises**"). Tenant reserves the right to update the description of the Premises on **Exhibit B** to reflect any modifications or changes.

2. Option. Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Lease (the "**Option**"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "**Option Period**"). The Option Period will be automatically extended for up to three (3) additional and successive one (1) year periods, unless Tenant provides written notice to the Landlord of its election to exercise or not renew its Option. For each Option Period, Tenant shall pay Landlord ~~<Option $ amount written>~~One Thousand and no/100 dollars ~~($<Option $ amount number>~~($1,000.00).

3. Landlord Cooperation. During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"), and to the fullest extent necessary, Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Governmental Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.

4. Antenna Facilities and Permitted Uses. Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business **(**the **"Antenna Facilities").** The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. {Notwithstanding anything to the contrary in the Lease, (a) if any portion of the Antenna Facilities will be installed on a tower owned by Landlord ("**Tower**"), Landlord warrants that the Tower has structural capacity to support Tenant's equipment as shown on **Exhibit B**, (b) Tenant shall have the right to install the equipment shown on **Exhibit B** at any time during the Term without any increase in Rent, and (c) during the Term, Landlord shall reserve space and loading capacity on the Tower for Tenant's equipment shown on **Exhibit B.**} If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

5. Lease Term.

a) The Initial Term of the Lease shall be ~~<Lease term written e.g. five>~~five ~~(<Lease term number>~~(5) years commencing on the date of Tenant's exercise of the Option (the **"Commencement Date"**), and ending on the day immediately preceding the fifth (5^{th}) anniversary of the Commencement Date (the **"Initial Term"**). Upon the Commencement Date title to the new light pole shall be deemed to have been transferred to LESSOR and LESSOR shall maintain it. Transfer of ownership will be without need for execution of further documentation to transfer to LESSOR the light pole in its "AS IS" and "WHERE AS" condition without warranty or representation of any kind, except any transferable manufacturer's warranty. The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the **"Term."**

b) The Initial Term shall automatically renew for ~~<Renewal term written e.g. five>~~five ~~(<Renewal term number>~~(5) successive renewal terms of ~~<Additional renewal terms written e.g. five>~~five ~~(<Additional renewal terms number e.g. 5>~~(5) years each (each a **"Renewal Term"**), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an **"Extended Period"**). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of ~~<Rent amount written e.g. two hundred dollars and 00/100 cents>~~One Thousand Five Hundred dollars ~~($<Rent amount number>~~($1,500.00) per month (the **"Rent"**). Tenant shall deliver Rent to Landlord at the address specified in the Notice section, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each successive Renewal Term shall be increased by 15~~0~~% percent of the Rent for the immediately preceding Term. The Rent for each Extended Period shall be increased by 3~~2~~% percent of the Rent for the immediately preceding year.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

7. Interference. Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

8. Utility Services.

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment, including a generator , optical fiber facilities, and alternative energy related equipment, to service its Antenna Facilities, or cell-on-wheels on the Property (collectively, the **"Utility Facilities")**.

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant may install separate meters for Tenant's utility usage. If Tenant does not install a separate meter, Tenant shall pay Landlord ~~<Utilities amount written e.g. two hundred dollars and 00/100 cents>~~Two Hundred and 00/100 dollars ~~($<Utilities amount number e.g. 200.00>~~($200.00) per month for its utility usage.

9. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the **"Easements")**. Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.

c) Upon the Effective Date, Landlord shall provide all applicable access key(s) and a defined and accessible location on the Property for Tenant to install a secure lockbox to store any such access key(s) necessary to allow for 24-hours-a-day, 7-days-a-week physical access to all of Tenant's equipment or conduits. Landlord shall not change the method(s) of access or access key(s), without first providing Tenant with prior written notice and an updated set of access keys or new access code(s) (if applicable).

10. Termination. Tenant may terminate this Lease without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission **("FCC")** ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason.

11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. **Default and Right to Cure.** A party shall be deemed in default under this Lease if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party **("Default").** This Lease, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period; and (c) Landlord lacks any other adequate legal or equitable right or remedy. Failure to provide Tenant access to the Premises, as required above, within 24 hours after receiving written notice of such failure shall be deemed a material Default.

13. Taxes. Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

14. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars ($1,000,000.00) per occurrence and Two Million and no/100 Dollars ($2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, **"Pre-Existing Violations")**. To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

15. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance~~/<Site Number>~~/SL08095

If to Landlord, to:
~~<Landlord's Name>~~Kaysville City Corporation
~~<Landlord's mailing address number and street>~~23 East Center Street
~~<Landlord's mailing city, state and zip code>~~Kaysville, Utah 84037

Per the W-9 Form Rent is to be paid to:
~~<Payee's Name>~~Kaysville City Corporation
~~<Payee's mailing address number and street>~~23 East Center Street
~~<Payee mailing city, state and zip code>~~Kaysville, Utah 84037

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease and to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgage (defined below) and will not interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the **"Hazardous Substances")**. Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. Assignment.

a) Tenant shall have the right to assign, sublease or otherwise transfer this Lease, upon written notice to Landlord. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the **"Severance Transaction")**, without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

19. **Relocation.**

a) Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the **"Work")** during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work. If necessary, in Tenant's sole determination, Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall its Antenna Facilities immediately upon the completion of the Work. Tenant or its designee shall have the right to accompany Landlord, its agents or contractors whenever the Work is being performed on the Premises. Notwithstanding anything to the contrary, Landlord shall not have the right to permanently relocate the Antenna Facilities except as set forth herein.

b) If Landlord desires to redevelop, modify, remodel, or in any way alter its Property or any improvements thereon **("Redevelopment")**, Landlord shall in good faith use its best efforts to fully accommodate Tenant's continuing use of the Premises. If both parties to this Lease determine that the Redevelopment necessitates permanent relocation of the Antenna Facilities, Landlord shall have the right, subject to the following provisions of this section, to relocate the Antenna Facilities, or any part thereof, to an alternate location on the Property (the **"Relocation Premises")**, provided, however, that: (i) Landlord may only relocate Tenant once during the Lease; (ii) Landlord may only relocate Tenant after the Initial Term; (iii) Landlord must give Tenant at least twelve (12) months written notice prior to such relocation; (iv) all costs and expenses associated with or arising out of such relocation (including, without limitation, approval and permitting costs) shall be paid by Landlord; (v) such relocation shall be performed exclusively by Tenant or its agents; and (vi) such relocation shall not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord shall exercise its relocation right by delivering written notice to Tenant pursuant to the Lease and shall identify in the notice the proposed Relocation Premises on the Property. If, in Tenant's reasonable judgment, no suitable Relocation Premises can be identified on the Property, then Landlord shall not be permitted to exercise its relocation right under this section and the Redevelopment shall not result in or cause the relocation of the Antenna Facilities; provided, however, that if Landlord is exercising its relocation right under this section in order to comply with then applicable laws or regulations governing the Property, and in Tenant's reasonable judgment no suitable Relocation Premises can be identified, then Tenant shall have the right to terminate the Lease upon written notice to Landlord, without penalty or further obligation

20. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Miscellaneous.

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as **Exhibit C**; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a **"Mortgage")**, a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

LANDLORD: ~~<Landlord Name>~~Kaysville City Corporation

By: ______________________________________

Printed Name: ______________________________

Title: ____________________________________

Date: ____________________________________

TENANT: ~~<Market Entity Name>~~T-Mobile West LLC

By: ______________________________________

Printed Name: ______________________________

Title: ____________________________________

Date: ____________________________________

____

T-Mobile Legal Approval

EXHIBIT A

Legal Description

Property address of ~~<Site mailing address number, street, city, county, state and zip code>~~23 East Center Street, Kaysville, Davis County, Utah 84037

Assessor's tax parcel number of ~~<Assessor's Tax Parcel Number>~~110950093

The Property is legally described as follows:

A PART OF THE N 1/2 OF SEC 33-T4N-R1W, SLB&M, & BEING DESC AS FOLLOWS: BEG AT A PT BEING W 397.86 FT & N 26.43 FT FR THE CENTER OF SD SEC 33 TH AS FOLLOWS: N 01^07'23" E 460.96 FT; TH N 23^03'00" W 223.57 FT; TH S 66^57'00" W 657.11 FT; TH N 22^37'45" W 406.29 FT; TH S 67^22'15" W 208.07 FT; TH S 22^22'15" W 8.49 FT TO THE E'LY R/W LINE OF FLINT STR; TH N 22^37'45" W 85.00 FT ALG THE SD E'LY LINE OF FLINT STR; TH S 67^37'45" E 38.18 FT; TH N 67^22'15" E 189.99 FT; TH N 00^00'00" E 187.99 FT; TH N 67^22'15" E 25.39 FT; TH N 22^37'30" W 167.37 FT; TH N 69^13'21" E 630.00 FT TO A PT ON THE W'LY R/W LINE OF SPORTSPLEX DR; TH S 20^46'39" E 286.00 FT ALG THE SD W'LY LINE OF SPORTSPLEX DR TO A PT ON THE S'LY R/W LINE OF SPORTSPLEX DR; TH N 69^13'21" E 1020.73 FT ALG THE SD S'LY LINE OF SPORTSPLEX DR TO A PT ON THE W'LY R/W LINE OF 900 WEST STR; TH S 20^45'54" E 15.82 FT ALG THE SD W'LY LINE OF 900 WEST STR; TH S'LY 80.81 FT ALG THE ARC OF A 7262.49 FT RAD CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00^38'15", THE CHORD OF WH BEARS S 21^05'46" E 80.81 FT ALG THE SD W'LY LINE OF 900 WEST STR; TH S 21^24'54" E 710.16 FT ALG THE SD W'LY LINE OF 900 WEST STR; TH S'LY 169.88 FT ALG THE ARC OF A 431.87 FT RAD CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22^32'17", THE CHORD OF WH BEARS S 10^08'45" E 168.79 FT ALG THE SD W'LY LINE OF 900 WEST STR; TH S 01^07'23" W 607.08 FT ALG THE SD W'LY LINE OF 900 WEST STR TO A PT ON THE N R/W LINE OF 200 NORTH STR; TH N 88^53'17" W 1059.12 FT ALG THE SD N LINE OF 200 NORTH STR TO THE POB. CONT. 45.921 ACRES

~~[Enter legal description below or as an attachment(s) A-2, etc.]~~

EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the Property.

Notwithstanding anything to the contrary, the specific number and type of equipment described in the Exhibit is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises.

[Enter Premises description here or on attachment(s).]

EXHIBIT C
Memorandum of Lease

[CONFIRM HEADING/MARGINS/FORMAT CONFORM TO STATE AND LOCAL REQUIREMENTS]

Memorandum
of
Lease

After Recording, Mail To:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site Number: ~~<Site Number>~~SL08095

APN: ~~<Accessor's Parcel Number>~~110950093
Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between ~~<Landlord Name>~~**Kaysville City Corporation**, a(n) ~~<Landlord's entity type>~~Municipality ("Landlord") and ~~<Market Entity Name>~~**T-Mobile West LLC**, a Delaware ~~<T-Mobile Type of Entity>~~limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of one (1) year commencing on the effective date of the Lease, and will be extended for up to three (3) additional and successive one (1) year periods unless Tenant provides written notice to exercise or not renew its Option.
3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for ~~<Lease term written e.g. five>~~five ~~(<Lease term number>~~(5) years and will commence on the date that Tenant exercises its Option.
4. Tenant shall have the right to extend the Lease for ~~<Renewal term written e.g. five>~~five ~~(<Renewal term number e.g. 5>~~(5) additional and successive ~~<Additional renewal terms written e.g. five>~~five ~~(<Additional renewal terms number e.g. 5>~~(5)-year terms which may be extended for up to nine (9) additional and successive one-year periods.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises.

Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.

6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: ~~<Landlord's Name>~~Kaysville City Corporation

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

TENANT: ~~<Market Entity Name>~~T-Mobile West LLC

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]

STATE OF ____________________)
) ss.
COUNTY OF __________________)

This instrument was acknowledged before me on ________________________ by ____________________________, [title] ___________________________ of ____________________________ a ___________________________ [type of entity], on behalf of said _______________________________ [name of entity].

Dated: ________________________

Notary Public
Print Name _______________________________
My commission expires ______________________

(Use this space for notary stamp/seal)

[Landlord Notary block for an Individual]

STATE OF __________________)
) ss.
COUNTY OF ________________)

This instrument was acknowledged before me on __________ by ________________________ , an individual.

Dated: ________________________

Notary Public
Print Name _______________________________
My commission expires ______________________

(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF ____________________)
) ss.
COUNTY OF __________________)

I certify that I know or have satisfactory evidence that _____________________________________ is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it as the ____ of ~~<Market's entity name>~~T-Mobile West LLC, a Delaware ~~<Market's entity type>~~limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: ________________________

____
Notary Public
Print Name ________________________________
My commission expires ______________________

(Use this space for notary stamp/seal)

Memorandum of Lease - Exhibit A
Legal Description

The Property is legally described as follows:

A PART OF THE N 1/2 OF SEC 33-T4N-R1W, SLB&M, & BEING DESC AS FOLLOWS: BEG AT A PT BEING W 397.86 FT & N 26.43 FT FR THE CENTER OF SD SEC 33 TH AS FOLLOWS: N 01^07'23" E 460.96 FT; TH N 23^03'00" W 223.57 FT; TH S 66^57'00" W 657.11 FT; TH N 22^37'45" W 406.29 FT; TH S 67^22'15" W 208.07 FT; TH S 22^22'15" W 8.49 FT TO THE E'LY R/W LINE OF FLINT STR; TH N 22^37'45" W 85.00 FT ALG THE SD E'LY LINE OF FLINT STR; TH S 67^37'45" E 38.18 FT; TH N 67^22'15" E 189.99 FT; TH N 00^00'00" E 187.99 FT; TH N 67^22'15" E 25.39 FT; TH N 22^37'30" W 167.37 FT; TH N 69^13'21" E 630.00 FT TO A PT ON THE W'LY R/W LINE OF SPORTSPLEX DR; TH S 20^46'39" E 286.00 FT ALG THE SD W'LY LINE OF SPORTSPLEX DR TO A PT ON THE S'LY R/W LINE OF SPORTSPLEX DR; TH N 69^13'21" E 1020.73 FT ALG THE SD S'LY LINE OF SPORTSPLEX DR TO A PT ON THE W'LY R/W LINE OF 900 WEST STR; TH S 20^45'54" E 15.82 FT ALG THE SD W'LY LINE OF 900 WEST STR; TH S'LY 80.81 FT ALG THE ARC OF A 7262.49 FT RAD CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00^38'15", THE CHORD OF WH BEARS S 21^05'46" E 80.81 FT ALG THE SD W'LY LINE OF 900 WEST STR; TH S 21^24'54" E 710.16 FT ALG THE SD W'LY LINE OF 900 WEST STR; TH S'LY 169.88 FT ALG THE ARC OF A 431.87 FT RAD CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22^32'17", THE CHORD OF WH BEARS S 10^08'45" E 168.79 FT ALG THE SD W'LY LINE OF 900 WEST STR; TH S 01^07'23" W 607.08 FT ALG THE SD W'LY LINE OF 900 WEST STR TO A PT ON THE N R/W LINE OF 200 NORTH STR; TH N 88^53'17" W 1059.12 FT ALG THE SD N LINE OF 200 NORTH STR TO THE POB. CONT. 45.921 ACRES

STAFF REPORT

COUNCIL MEETING DATE: July 18, 2019
ITEM NO.: 6a

TYPE OF ITEM: Work Item
PRESENTED BY: Shayne Scott

SUBJECT/AGENDA TITLE: Kaysville Personnel Rules and Regulations Update Discussion.

EXECUTIVE SUMMARY:

The City Manager and Department Heads have discussed over several months procedures and methods to recognize and reward employees or groups of employees that show exceptional effort in the performance of their duties as well as recognizing employees that merit an annual increase but may be at the top of their step.

Staff recommends a formal written policy approved by the City Council including an update to the Personnel Rules and Regulations and an amendment to the compensation schedule. A draft copy of the proposed update and amendment is included for the Council's review and discussion.

Council Options: Work Item for Discussion

Recommended Options:

Fiscal Impact & Fund Source for Recommended Action: Incentives would be financial and would vary on a case-by-case basis but be capped by department.

Attachments: Update and Amendment to Kaysville Personnel Rules and Regulations and FY 20 Compensation Plan.

RESOLUTION NO _____

A RESOLUTION ADDING SECTION 3.21 TO THE KAYSVILLE CITY PERSONNEL RULES AND REGULATIONS ESTABLISHING AN INCENTIVE PROGRAM FOR KAYSVILLE CITY EMPLOYEES AND MODIFYING THE KAYSVILLE CITY FY 2020 COMPENSATION PLAN.

WHEREAS, the Kaysville City Council understands the importance of retaining good employees and recognizing their on-going contribution to the operations of the City and recognizes the value of employees that provide exceptional effort, and

WHEREAS, the Kaysville City Council desires to establish an incentive program to reward and recognize employees and desires to add a Section to the Kaysville City Personnel Rules and Regulations and amend the FY 2020 Kaysville City Compensation Plan,

NOW, THEREFORE BE IT RESOLVED BY THE KAYSVILLE CITY COUNCIL:

Section 3.21 of the Kaysville City Personnel Rules and Regulations to be included as follows:

Kaysville City understands the value of recognizing exceptional effort made by City employees and desires to reward employees for their effort. Kaysville City offers an incentive program as included herein.

<u>Department Discretion Incentives</u>

Department Heads may grant cash incentive awards to an employee or group of employees that demonstrate exceptional effort or accomplishment beyond what is normally expected on the job for a unique event or over a sustained period of time.

Incentive awards are discretionary, not an entitlement, and are subject to the availability of funds and upon approval of the City Manager. Each Department Head shall prepare a written request submitted to the City Manager. Incentives awarded according to the approved compensation plan.

<u>City Manager Discretion Incentives</u>

The City Manager at his/her discretion may grant a cash incentive award to Department Heads and other employees or group of employees based on his or her observation of exceptional effort or accomplishment for a unique event or valuable contributions over a sustained period of time. Incentive awards are discretionary, not an entitlement, and are subject to the availability of funds. Incentives awarded according to the approved compensation plan.

Amendment to FY 2020 Kaysville City Compensation Plan

The Fiscal Year 2020 Compensation Plan is amended as follows:

Department Incentives

Department Annual Maximum Incentives:

Departments with fewer than 10 Full Time Equivalents $5,000.00

Departments with more than 10 Full Time Equivalents $10,000.00

City Manager Incentives

City Manager Annual Maximum Incentives: $25,000.00

This Resolution shall become effective upon adoption.

APPROVED and AOPTED THIS _____ day of ___________, 2019.

____
Katie Witt
Mayor

ATTEST:

____
Annemarie Plaizier
City Recorder