MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, August 6, 2020, starting at 7:00 P.M. in the **Business Resource Center of the Davis Technical College, 450 South Simmons Way, Kaysville, UT**. A Truth in Taxation Public Hearing will be held prior to the meeting at 6:30 p.m., followed by a special city council meeting at 6:50 p.m.

In consideration of the COVID-19 pandemic, attendance will be monitored by the Kaysville City Police Department and will be limited to less than 50 individuals, including Council, Staff and Applicants. Because of the room occupancy limitation, it is encouraged that those wishing to watch the meeting do so by viewing the meeting online. The meeting will be streamed on YouTube, and the link to the meeting will be posted on www.KaysvilleLive.com.

Masks are recommended, and all of those in attendance will be required to participate in a socially distant manner.

For those wishing to direct comments to the City Council regarding public hearings or items on the agenda can do so in-person, or email comments to publiccomment@kaysvillecity.com. Due to coronavirus concerns and in order to minimize multiple individuals physically touching sign-up sheets and other materials, **members wishing to speak during an Action Item or during Call to the Public MUST sign-up to speak Before 4:00 P.M. on the day of the Council meeting by going to www.kaysvillelive.com**. No participation using Zoom will be available.

CITY COUNCIL Q&A - 6:15 P.M.

PUBLIC HEARING – FISCAL YEAR 2021 BUDGET TRUTH IN TAXATION – 6:30 P.M.

SPECIAL CITY COUNCIL MEETING – 6:50 P.M.

1. Adoption of the 2020 Certified Tax Rate for Kaysville City and the Final Fiscal Year 2021 Budget.

CITY COUNCIL MEETING – 7:00 P.M.

The agenda shall be as follows:

1. OPENING
   a. Provided by Council Member Lortz.

2. RECOGNITIONS AND PRESENTATIONS
   a. "I Support Kaysville Businesses" Presentation.

3. DECLARATION OF ANY CONFLICTS OF INTEREST

4. CONSENT
   a. Approval of the Minutes of June 18, 2020.
   b. Approval of the Minutes of July 2, 2020.
   c. Appointment of Planning Commissioners Jared Doxey and Scott Hess.
   d. A Resolution approving the Quit-Claim Deed for property from Kaysville City to Access Park, L.C. in the Business Park.

5. ACTION ITEMS
   a. Consideration for adoption of a Resolution of the City Council of Kaysville City, Utah, authorizing the issuance and sale of not more than $22,000,000 aggregate principal amount of telecommunications, sales and franchise tax revenue bonds, Series 2020; and related.

b. Consideration for adoption of a Resolution providing for a special election to be held on November 3, 2020, for the purpose of submitting to the qualified electors of Kaysville City, Utah (the "CITY"), a proposition regarding the acquisition, construction, owning and operation by the city of a municipal fiber network, including the financing thereof; providing for the publication of a Notice of Public Hearing; approving the form of and directing the publication of a Notice of Election and the Ballot Proposition; and related matters.
c. Consideration for approval of an Interlocal Agreement with Davis County for municipal election services.
d. Consideration for adoption of a Resolution amending the Kaysville City Consolidated Fee Schedule related to the fees for a proposed fiber residential rate.
e. Approval of an update to the Kaysville City Traffic Calming Policy.
f. Consideration of a commitment to contribute to a Storm Water Retention Facility.

6. WORK ITEMS
   a. Budget Discussion.

7. CALL TO THE PUBLIC (3 MINUTE LIMIT, MUST SIGN UP IN ADVANCE)

8. COUNCIL MEMBER REPORTS

9. CITY MANAGER REPORT

10. ADJOURNMENT

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at (801) 546-1235 at least 24 hours in advance of the meeting to be held.

I hereby certify that I posted a copy of the foregoing Notice and Agenda and emailed copies to media representatives on July 31, 2020.

Annemarie Plaizier
City Recorder

NOTICE OF PROPOSED TAX INCREASE
Kaysville City Corporation

The Kaysville City Corporation is proposing to increase its property tax revenue.

-The Kaysville City Corporation tax on a $417,000 residence would increase from $355.49 to $364.44, which is $8.95 per year.

- The Kaysville City Corporation tax on a $417,000 business would increase from $646.35 to $662.61, which is $16.26 per year.

- If the proposed budget is approved, Kaysville City Corporation would increase its property tax budgeted revenue by 2.52% above last year's property tax budgeted revenue excluding eligible new growth.

All concerned citizens are invited to a public hearing on the tax increase.

PUBLIC HEARING

Date/Time:	8/6/2020 6:30
Location:	DATC Business Resource Center 450 South Simmons Way Kaysville

To obtain more information regarding the tax increase, citizens may contact Kaysville City Corporation at 801-546-1235.

Kaysville City

NOTICE OF PUBLIC HEARING – FISCAL YEAR 2021 BUDGET TRUTH IN TAXATION

Notice is hereby given that the Kaysville City Council will hold a Truth in Taxation Hearing on Thursday, August 6, 2020, starting at 6:30 P.M. in the **Business Resource Center of the Davis Technical College, 450 South Simmons Way, Kaysville, UT**.

In consideration of the COVID-19 pandemic, attendance will be monitored by the Kaysville City Police Department and will be limited to less than 50 individuals, including Council and Staff. Because of the room occupancy limitation, it is encouraged that those wishing to watch the meeting do so by viewing the meeting online. The meeting will be streamed on YouTube, and the link to the meeting will be posted on www.KaysvilleLive.com.

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For those wishing to direct comments to the City Council regarding public hearings can do so in-person, or email comments to publiccomment@kaysvillecity.com. No participation using Zoom will be available.

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 office at least 24 hours in advance at 801-546-1235.

I hereby certify that I posted a copy of the foregoing Notice at City Hall, mailed copies to media representatives, and sent a copy to the Davis County Clipper for publication on July 10, 2020.

/s/ Annemarie Plaizier
City Recorder

STAFF REPORT

COUNCIL MEETING DATE: August 6, 2020

TYPE OF ITEM: Action

SUBJECT/AGENDA TITLE: Adoption of the 2020 Certified Tax Rate for Kaysville City and the Final Fiscal Year 2021 Budget

EXECUTIVE SUMMARY:

A Truth in Taxation Hearing is scheduled at 6:30 to take comments on exceeding the Certified Tax Rate. The yearly calculation of the Certified Tax Rate adjusts the rate to provide the same amount of revenue as the previous year plus any revenue derived from new growth.

The Proposed FY 2021 Budget keeps the tax rate constant at .001589, however the Truth in Taxation Process considers this an increase in the tax rate. This does not take into account any appreciation of existing properties.

By keeping the tax rate the same it provides approximately $90,000 over the calculated Certified Tax Rate.

New Growth Revenue is approximately $100,000.

Council Options:

1) Approve the Resolution adopting the Certified Tax Rate and adoption of the final budget.

2) Discuss and modify the Certified Tax Rate from the proposed .001589 and adopt the final budget.

Recommended Action: Approve the Resolution, adopting the City Certified Tax Rate of .001589 and adopting the final budget.

Attachments: FY 2021 Budget – State Auditor Copy

RESOLUTION NO. XXXXXXXX

ADOPTION OF THE 2020 CERTIFIED TAX RATE FOR KAYSVILLE CITY AND THE FINAL FISCAL YEAR 2021 BUDGET.

WHEREAS, Section 10-6-118, Utah Code Annotated, the Uniform Fiscal Procedures Act, requires Kaysville City Corporation by ordinance or resolution to adopt an annual budget for each fund; and

WHEREAS, Section 59-2-924, Utah Code Annotated, the Revenue and Taxation Act, requires Kaysville City to set a certified tax rate as part of the annual budget; and

WHEREAS, the Kaysville City Council, after giving due notice required by statute, has held public hearings and given notice as required now desires to adopt the 2020 Certified Tax rate and the final Fiscal Year 2021 Budget.

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

1. The City Council hereby sets a certified tax rate at .001589 as calculated and attached hereto as Exhibit A - Certified Tax Rate Calculation and incorporated herein by this reference.

2. The City Council hereby adopts the Final Fiscal Year 2021 Budgets.

3. The Resolution shall be effective upon adoption.

APPROVED and ADOPTED this 6th day of August 2020.

____
Katie Witt, Mayor

ATTEST:

____
Annemarie Plaizier, City Recorder

utah.gov | Tax Commission | Property taxes

CERTIFIED TAX RATES

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View | Data Entry | Reports | Forms | Administration

Tax Year 2020 | County 06_DAVIS | Entity 3070_KAYSVILLE | Accounting Cycle Fiscal Year

Rate Detail

(233b) Auditor Data Entry Completed	(750) Treasurer Data Entry Completed	(233b) BOE Calculated	(750) Collection Rate Calculated	(697) Assessor Data Entry Completed	(693) Proposed Rates Entered	Rates USTC Approved	Rates Finalized

	REAL PROPERTY VALUES					
	2020 Original	2019 Year End	Orig - Year End	% Change	*Value Change*	*% Change*
Real Property (96.23 %)	2,322,170,806	2,169,066,423	153,104,383	7.06 %	*93,862,212*	*4.33 %*
(-) Incremental Value	9,871,149	9,633,966	237,183	2.46 %	*Assessor NG*	*% Change*
(=) Total Adjusted Value Real	2,312,299,657	2,159,432,457	152,867,200	7.08 %	*59,242,171*	*2.73 %*
	CENTRALLY ASSESSED PROPERTY VALUES				BENCHMARK	
	2020 Original	2019 Year End	Orig - Year End	% Change		*Value*
Centrally Assessed (1.98 %)	47,745,542	39,014,316	8,731,226	22.38 %	*Benchmark (2019)*	*39,014,316*
(-) Incremental Value	13,655	11,500	2,155	18.74 %	*(-) 2019 Incremental Value*	*11,500*
(=) Total Adjusted Value CA	47,731,887	39,002,816	8,729,071	22.38 %	*(=) Adjusted Benchmark*	*39,002,816*
	PERSONAL PROPERTY VALUES					
	2019 Year End	2018 Year End	2019YE - 2018YE	% Change		
Personal Property (1.80 %)	43,324,335	40,446,528	2,877,807	7.12 %		
(-) Incremental Value	2,627,781	2,815,669	- 187,888	- 6.67 %		
(-) Semiconductor						
(=) Total Adjusted Value PP	40,696,554	37,630,859	3,065,695	8.15 %		

REAL PROPERTY NEW GROWTH	
	Total Adjusted Value Real
2020 Original	2,312,299,657
(-) 2019 Year End	2,159,432,457
(=) Orig - Year End	152,867,200
(-) Value Change	93,862,212
(=) Real New Growth	59,004,988
CENTRALLY ASSESSED NEW GROWTH	
	Total Adjusted Value CA
2020 Original	47,731,887
(-) Benchmark	39,002,816
(=) CA New Growth	8,729,071
PROJECT AREA NEW GROWTH	
Real	
(+) Centrally Assessed	
(+) Personal	
(=) Project Area New Growth	0

NEW GROWTH TOTALS	
Real New Growth	59,004,988
(+) CA New Growth	8,729,071
(+) Project Area New Growth	
(=) Eligible New Growth	67,734,059
(x) 5 Year Avg Collection Rate	95.72 %
(=) Collection Rate Adjusted Eligible New Growth	64,835,041

CERTIFIED TAX RATE CALCULATION	
Total Adjusted Value (R+CA+PP)	2,400,728,098
(-) Board of Equalization (BOE) Adjustment	7,315,654
(x) 5 Year Average Collection (2020/2019)	95.72 % / 97.39 %
(=) Proposed Tax Rate Value	2,290,974,391
(-) Collection Rate Adjusted Eligible New Growth	64,835,041
(=) Certified Tax Rate Value	2,226,139,350

Budget Code	Budget Name	2019 Year End Adjusted Budgeted Revenue	Calc. Certified Tax Rate	2019 Year End Final Tax Rate	% Change	Certified Tax Rate Revenue W/O New Growth	New Growth Revenue	Certified Tax Rate Revenue W/ New Growth	Auditor's Certified Tax Rate	Auditor's Certified Rate Revenue	Proposed Tax Rate	Budgeted Revenue	Final Tax Rate	Final Budgeted Revenue
10	General Operations	$ 3,450,307	0.001550	0.001589	-2.45 %	$ 3,450,516	$ 100,494	$ 3,551,010	0.001550	$ 3,551,010	0.001589	$ 3,640,358		
190	Discharge of Judgement													
	Grand Total	$ 3,450,307	0.001550	0.001589		$ 3,450,516	$ 100,494	$ 3,551,010	0.001550	$ 3,551,010	0.001589	$ 3,640,358		

NOTES:

Report Criteria:
- Print Fund Titles
- Page and Total by Fund
- Print Source Titles
- Total by Source
- Print Department Titles
- Total by Department
- All Segments Tested for Total Breaks

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
GENERAL FUND					
TAXES					
100-100000-30010100	10-31-100	CURRENT YEAR PROPERTY TAXES	3,078,488.66	3,450,307.00	3,640,358.00
100-100000-30010102	10-31-200	PRIOR YEAR PROPERTY TAXES	36,289.00	75,000.00	75,000.00
100-100000-30010103	10-31-250	REGISTERED VEHICLES	260,818.02	200,000.00	200,000.00
100-100000-30010300	10-31-300	SALES AND USE TAXES	4,873,746.59	4,850,000.00	4,850,000.00
100-100000-30010308	10-31-325	SALES TAX - TRANSPORTATION	.00	.00	.00
100-100000-30010400	10-31-400	FRANCHISE & TELECOMMUNICATION	657,388.64	585,000.00	585,000.00
100-100000-30010300	10-31-500	ENERGY SALES AND USE CHARGE	1,134,227.48	1,250,000.00	1,250,000.00
Total TAXES:			10,040,958.39	10,410,307.00	10,600,358.00
LICENSES					
100-100000-30020100	10-32-100	BUSINESS LICENSES	68,913.65	60,000.00	60,000.00
100-100000-30020201	10-32-210	BUILDING PERMITS	501,703.49	480,000.00	480,000.00
100-100000-30020000	10-32-341	BONDS-FORFEITURE	.00	.00	.00
Total LICENSES:			570,617.14	540,000.00	540,000.00
INTERGOVERNMENTAL					
100-100000-30030205	10-33-560	CLASS "C" ROAD FUND ALLOTMENT	.00	.00	.00
100-100000-30010308	10-33-570	LOCAL OPTION ACTIVE TRANSPORTA	.00	.00	.00
100-100000-30030207	10-33-580	STATE LIQUOR FUND ALLOTMENT	19,078.70	18,000.00	18,000.00
100-100000-30030200	10-33-585	VOCA GRANT _ Law Enforcement	125,687.34	.00	190,000.00
100-100000-30030100	10-33-598	CARES ACT	.00	.00	.00
100-100000-30030200	10-33-600	GRANTS - STATE AND COUNTY	17,638.94	225,500.00	25,000.00
100-100000-30030100	10-33-630	FEDERAL GRANT	.00	60,000.00	.00
100-100000-30030200	10-33-640	EMS GRANT	1,522.67	.00	.00
Total INTERGOVERNMENTAL:			163,927.65	303,500.00	233,000.00
CHARGES FOR SERVICES					
100-101600-30040206	10-34-100	ADMINISTRATIVE SERVICE	.00	.00	.00
100-101600-30040206	10-34-125	ADMIN CHARGES - GENERAL FUND	726,000.00	745,000.00	745,000.00
100-101600-30040206	10-34-130	ZONING ADMINISTRATION	30,165.48	30,000.00	30,000.00
100-101600-30040202	10-34-135	PLAN CHECK FEES	147,511.07	135,000.00	135,000.00
100-101600-30040202	10-34-138	BUILDING INSPECTIONS	.00	.00	.00
100-101600-30040202	10-34-140	CONSTRUCTION INSPECTION	20,315.65	.00	.00
100-100000-30060000	10-34-150	SALE OF MAPS AND PUBLICATIONS	.00	500.00	500.00
100-200900-30040300	10-34-220	FIRE PROTECTION	256,966.60	240,000.00	240,000.00
100-200400-30040300	10-34-230	LAW ENFORCEMENT SERVICES	209,012.34	185,000.00	230,000.00
100-200400-30040300	10-34-235	PARKING VIOLATIONS	6,174.20	.00	.00
100-100000-30060000	10-34-310	STREETS, CURBS, SIDEWALKS	65,847.13	.00	.00
100-300500-30060000	10-34-320	SUBDIVISION SIGNS	2,505.00	2,500.00	2,500.00
100-101200-30060000	10-34-500	INFORMATION SYSTEMS SERVICES	260,000.00	268,000.00	268,000.00
100-101500-30060000	10-34-550	FLEET MGMT SERVICES	105,800.00	105,800.00	112,000.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
100-500310-30040200	10-34-740	RECREATION REVENUE	514,622.56	535,000.00	535,000.00
100-500310-30040200	10-34-741	RECREATION FACILITY RENTAL	60,407.00	40,000.00	40,000.00
100-500316-30040200	10-34-742	BOWERY RESERVATION	18,400.00	23,000.00	23,000.00
100-500310-30040200	10-34-745	REC FEES - OTHER GOVERNMENTS	200.00	.00	.00
100-500310-30040200	10-34-746	RECREATION ALL STAR TOURNAMEN	1,480.00	10,000.00	10,000.00
100-500310-30040404	10-34-750	RECREATION CONCESSION	4,500.20	3,000.00	3,000.00
100-500310-30040200	10-34-751	RECREATION FIELD SIGNS	5,739.00	6,000.00	6,000.00
100-500304-30040200	10-34-770	FACILITIES MAINTENANCE	.00	.00	.00
100-301700-30040406	10-34-810	CEMETERY LOT SALES	123,200.00	82,000.00	82,000.00
100-301700-30040400	10-34-830	BURIAL FEES	110,400.00	95,000.00	95,000.00
100-301700-30060000	10-34-900	MISCELLANEOUS CHARGES	6,596.60	25,000.00	25,000.00
Total CHARGES FOR SERVICES:			2,675,842.83	2,530,800.00	2,582,000.00
FINES AND FORFEITURES					
100-200400-30050000	10-35-110	COURT FINES	160,575.00	150,000.00	150,000.00
100-200400-30050000	10-35-120	KAYSVILLE YOUTH COURT	1,140.00	1,000.00	1,000.00
Total FINES AND FORFEITURES:			161,715.00	151,000.00	151,000.00
COMMUNITY EVENTS					
100-500306-30040400	10-36-010	JULY 4TH BREAKFAST	7,502.46	8,000.00	8,000.00
100-500306-30040400	10-36-011	JULY 4TH IDOL	.00	.00	.00
100-500306-30040400	10-36-012	JULY 4TH FESTIVAL	1,650.00	3,000.00	3,000.00
100-500306-30040400	10-36-014	JULY 4TH FAMILY FESTIVAL DONAT	.00	.00	.00
100-500306-30040400	10-36-015	JULY 4TH PARADE ENTRY FEES	2,625.00	2,000.00	2,000.00
100-500306-30040400	10-36-016	JULY 4TH BLOCK PARTY DONATIONS	50.00	5,500.00	5,500.00
100-500306-30040400	10-36-020	JULY 4TH OTHER DONATIONS	5,800.00	3,000.00	3,000.00
100-500306-30040400	10-36-045	COLD CONES, COOL CARS	.00	.00	.00
100-500306-30040400	10-36-057	CERT FEES	.00	.00	.00
100-500306-30040400	10-36-064	COMMUNITY THEATRE	14,799.00	17,000.00	17,000.00
100-500306-30040400	10-36-065	GARDEN PLOTS	270.00	800.00	800.00
100-500306-30040400	10-36-068	DADDY/DAUGHTER DANCE	4,540.00	4,500.00	4,500.00
100-500306-30040400	10-36-070	ARTS IN THE PARK	.00	.00	.00
100-500306-30040400	10-36-074	MOVIES IN THE PARK	.00	.00	.00
100-500306-30040400	10-36-075	HEALTHY KAYSVILLE PROGRAM	.00	.00	.00
100-500306-30040400	10-36-076	MONSTER MASH	565.00	.00	.00
100-500306-30040400	10-36-745	OTHER GOVERNMENTS	.00	.00	.00
100-500306-30040400	10-36-752	JULY 24TH BOWMANS BREAKFAST	1,763.57	1,800.00	1,800.00
100-500306-30040400	10-36-900	MISCELLANEOUS CHARGES	.00	.00	.00
100-500306-30060300	10-36-950	DONATIONS- PARKS & REC	2,260.00	2,000.00	2,000.00
Total COMMUNITY EVENTS:			41,825.03	47,600.00	47,600.00
MISCELLANEOUS					
100-100000-30060100	10-38-100	INTEREST EARNINGS	127,655.14	80,000.00	80,000.00
100-100000-30060200	10-38-150	INSURANCE DIVIDENDS & PREMIUMS	24,586.48	.00	.00
100-100000-30040600	10-38-210	RENT	23,969.59	18,000.00	18,000.00
100-100000-30070300	10-38-400	SALE OF FIXED ASSETS	.00	.00	.00
100-100000-30040400	10-38-500	SALE OF MATERIAL AND SUPPLIES	48,149.17	25,000.00	25,000.00
100-100000-30040400	10-38-550	SCRAP METAL SALES	2,162.60	.00	.00
100-100000-30070300	10-38-600	SURPLUS PROPERTY SALES - TNT	.00	.00	.00
100-100000-30060000	10-38-840	CERT FEES	.00	.00	.00
100-100000-30060000	10-38-900	SUNDRY REVENUES	20,443.88	55,711.00	38,813.00
100-100000-30060000	10-38-990	Invoice Payments	.00	.00	.00
100-100000-30060000	10-38-999	Credit Card- Zero	.00	.00	.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
Total MISCELLANEOUS:			246,966.86	178,711.00	161,813.00
TRANSFERS - RESERVES - CONTRIB					
100-100000-30070300	10-39-100	GAIN ON SALE OF ASSET	.00	.00	.00
100-100000-30010103	10-39-205	PAYMENTS IN LIEU - PROP. TAX	26,391.58	25,000.00	25,000.00
100-100000-30070100	10-39-210	TRANSFER CEMETERY PERPETUAL	.00	.00	.00
100-100000-30010308	10-39-220	C - ROAD BALANCE - RESTRICTED	.00	.00	.00
100-300500-30040403	10-39-850	STREET IMPROVEMENTS	49,705.04	.00	.00
100-301400-30040405	10-39-880	NON-RECIPROCAL UTILITY REVENUE	297,079.08	.00	.00
100-000000-22050000	10-39-975	Transfer-Capital Projects Fund	.00	.00	.00
100-000000-22050000	10-39-980	FUND BALANCE-TRANSFER	.00	1,000,000.00	.00
100-000000-22050000	10-39-990	FUND BALANCE	.00	225,000.00	270,000.00
Total TRANSFERS - RESERVES - CONTRIB:			373,175.70	1,250,000.00	295,000.00
CITY COUNCIL					
100-100101-40010100	10-41-110	SALARIES - MAYOR AND COUNCIL	43,659.96	66,000.00	66,000.00
100-100101-40010200	10-41-130	EMPLOYEE BENEFITS	11,933.48	15,000.00	15,000.00
100-100101-40050400	10-41-210	BOOKS, SUB., MEMBERSHIPS	.00	400.00	400.00
100-100101-40020900	10-41-230	TRAVEL	4,624.97	12,000.00	12,000.00
100-100101-40050100	10-41-240	OFFICE SUPPLIES AND EXPENSE	311.98	600.00	600.00
100-100101-40030400	10-41-280	TELEPHONE	913.41	600.00	2,500.00
100-100101-40020100	10-41-310	PROFESSIONAL & TECHNICAL	.00	.00	.00
100-100101-40020900	10-41-330	EDUCATION AND TRAINING	9,675.19	11,500.00	11,500.00
100-100101-40020100	10-41-470	ASSOCIATIONS	23,684.01	25,500.00	25,500.00
100-100101-40050200	10-41-480	SPECIAL SUPPLIES	8,536.49	8,500.00	8,500.00
100-100101-40080400	10-41-490	CHAMBER	.00	1,000.00	1,000.00
100-100101-40020300	10-41-510	INSURANCE	1,709.38	2,625.00	2,625.00
Total CITY COUNCIL:			105,048.87	143,725.00	145,625.00
CITY MANAGER					
100-100102-40010100	10-43-110	SALARIES AND WAGES	137,115.00	134,555.00	136,600.00
100-100102-40010200	10-43-130	EMPLOYEE BENEFITS	60,891.96	57,096.00	58,350.00
100-100102-40050400	10-43-210	BOOKS, SUB., AND MEMBERSHIPS	1,022.00	1,400.00	1,400.00
100-100102-40020900	10-43-230	TRAVEL	5,312.78	5,500.00	5,500.00
100-100102-40050100	10-43-240	OFFICE SUPPLIES AND EXPENSE	90.22	250.00	250.00
100-100102-40050800	10-43-250	EQUIP. SUPPLIES AND MNT.	.00	1,500.00	1,500.00
100-100102-40030400	10-43-280	TELEPHONE	787.68	500.00	500.00
100-100102-40020100	10-43-310	PROFESSIONAL AND TECHNICAL	.00	.00	.00
100-100102-40020900	10-43-330	EDUCATION AND TRAINING	5,345.00	6,500.00	6,500.00
100-100102-40050200	10-43-480	SPECIAL DEPARTMENT SUPPLIES	138.82	350.00	350.00
100-100102-40020300	10-43-510	INSURANCE AND SURETY BONDS	1,709.38	2,625.00	2,625.00
100-100102-40050800	10-43-740	EQUIPMENT	.00	.00	.00
Total CITY MANAGER:			212,412.84	210,276.00	213,575.00
ADMINISTRATIVE SERVICES					
100-101001-40010100	10-45-110	SALARIES AND WAGES	414,555.84	427,000.00	434,500.00
100-101001-40010102	10-45-120	WAGES - PART TIME	.00	30,000.00	30,000.00
100-101001-40010200	10-45-130	EMPLOYEE BENEFITS	207,427.64	250,000.00	256,300.00
100-101001-40010200	10-45-131	WELLNESS- ZERO OUT WITH ALLOCA	2,314.35	.00	.00
100-101001-40010200	10-45-150	EMPLOYEE APPRECIATION ALLOWAN	5,429.92	3,500.00	3,500.00
100-101001-40050400	10-45-210	BOOKS, SUB. AND MEMBERSHIPS	905.00	1,500.00	1,500.00
100-101001-40020400	10-45-220	PUBLIC NOTICES	2,089.42	3,500.00	3,500.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
100-101001-40020900	10-45-230	TRAVEL	2,501.69	1,500.00	1,500.00
100-101001-40050100	10-45-240	OFFICE SUPPLIES AND EXPENSE	49,649.44	50,000.00	50,000.00
100-101001-40050800	10-45-250	EQUIPMENT SUPPLIES, EXPENSE	37,672.49	48,000.00	48,000.00
100-101001-40030400	10-45-280	TELEPHONE	5,474.23	6,000.00	6,000.00
100-101001-40020100	10-45-310	PROFESSIONAL TECHNICAL	21,068.00	22,000.00	22,000.00
100-101001-40020100	10-45-320	PROFESSIONAL SERVICES	.00	.00	.00
100-101001-40020900	10-45-330	EDUCATION AND TRAINING	5,792.76	2,500.00	2,500.00
100-101001-40020400	10-45-460	CITY NEWS LETTER	14,991.26	18,000.00	18,000.00
100-101001-40050100	10-45-480	SPECIAL SUPPLIES	12,444.71	12,000.00	12,000.00
100-101001-40020300	10-45-510	INSURANCE / BONDS	6,837.54	10,500.00	10,500.00
100-101001-40020700	10-45-520	COLLECTION COSTS	.00	.00	.00
100-101001-40020100	10-45-650	CASELLE SUPPORT & CLARITY UPGR	15,310.00	15,500.00	15,500.00
100-100100-40080500	10-45-740	EQUIPMENT PURCHASES	.00	6,000.00	6,000.00
Total ADMINISTRATIVE SERVICES:			804,464.29	907,500.00	921,300.00
INFORMATION SERVICES					
100-101200-40010100	10-47-110	SALARIES AND WAGES	229,225.87	237,000.00	241,400.00
100-101200-40010102	10-47-120	WAGES - PART TIME	522.51	7,500.00	7,500.00
100-101200-40010200	10-47-130	EMPLOYEE BENEFITS	133,715.07	123,000.00	126,200.00
100-101200-40050400	10-47-210	BOOKS, SUB., MEMBERSHIPS	.00	500.00	500.00
100-101200-40020900	10-47-230	TRAVEL	1,771.29	1,500.00	1,500.00
100-101200-40050100	10-47-240	OFFICE SUPPLIES AND EXPENSE	4,982.19	2,500.00	2,500.00
100-101200-40050800	10-47-250	EQUIP. SUPPLIES AND MNT.	5,234.39	3,500.00	3,500.00
100-101200-40030400	10-47-280	TELEPHONE	5,229.08	3,000.00	3,000.00
100-101200-40020100	10-47-310	PROFESSIONAL & TECHNICAL	12,593.27	10,000.00	10,000.00
100-101200-40020900	10-47-330	EDUCATION AND TRAINING	4,018.70	8,000.00	8,000.00
100-101200-40050200	10-47-480	SPECIAL SUPPLIES	.00	13,200.00	13,200.00
100-101200-40050800	10-47-485	GIS SOFTWARE LICENSING	12,877.00	18,500.00	18,500.00
100-101200-40050800	10-47-486	IS SOFTWARE LICENSING	65,268.94	64,100.00	64,100.00
100-101200-40020300	10-47-510	INSURANCE	1,953.58	3,000.00	3,000.00
100-101200-40020100	10-47-650	AERIAL PHOTOGRAPHY	.00	.00	.00
100-101200-40050800	10-47-740	GIS EQUIPMENT	3,959.90	4,000.00	4,000.00
100-101200-40050800	10-47-741	IS EQUIPMENT	69,936.37	60,910.00	60,910.00
100-101200-40050800	10-47-745	PC EQUIPMENT	49,728.97	45,000.00	45,000.00
Total INFORMATION SERVICES:			601,017.13	605,210.00	612,810.00
LEGAL SERVICES					
100-100300-40010100	10-48-110	LEGAL WAGES	126,970.26	160,000.00	162,500.00
100-100300-40010100	10-48-120	WAGES-PART TIME	.00	.00	45,000.00
100-100300-40010200	10-48-130	LEGAL BENEFITS	66,794.39	82,500.00	90,150.00
100-100300-40050400	10-48-210	BOOKS, SUBS & MEMBERSHSIPS	1,865.36	2,000.00	2,000.00
100-100300-40020900	10-48-230	TRAVEL	3,279.87	4,000.00	4,000.00
100-100300-40050100	10-48-240	OFFICE AND SUPPLIES EXPENSE	1,023.59	1,000.00	1,000.00
100-100300-40050800	10-48-250	EQUIP. SUPPLIES AND MNT	.00	.00	.00
100-100300-40030400	10-48-270	UTILITIES	.00	.00	.00
100-100300-40030400	10-48-280	TELEPHONE	1,156.04	1,000.00	1,000.00
100-100300-40020103	10-48-310	ADMINISTRATION	.00	.00	.00
100-100300-40020103	10-48-315	OUTSIDE LEGAL SERVICES	4,228.87	5,000.00	5,000.00
100-100300-40020103	10-48-320	CLAIMS	.00	.00	.00
100-100300-40020103	10-48-330	EDUCATION AND TRAINING	4,137.09	4,500.00	4,500.00
100-100300-40020103	10-48-340	PROSECUTION	6,613.75	10,000.00	10,000.00
100-100300-40050200	10-48-480	SPECIAL SUPPLIES	48.06	.00	.00
100-100300-40020300	10-48-510	INSURANCE	.00	2,500.00	2,500.00
100-100300-40050800	10-48-740	EQUIPMENT PURCHASES	.00	.00	.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
Total LEGAL SERVICES:			216,117.28	272,500.00	327,650.00
GENERAL GOVERNMENT BUILDINGS					
100-101400-40000000	10-50-110	SALARIES AND WAGES	10,925.87	34,000.00	36,500.00
100-101400-40010102	10-50-120	SALARIES AND WAGES PART TIME	541.00	1,200.00	1,200.00
100-101400-40010200	10-50-130	EMPLOYEE BENEFITS	6,064.54	17,450.00	17,700.00
100-101400-40050400	10-50-210	BOOKS, SUB., AND MEMBERSHIPS	.00	.00	.00
100-101400-40020900	10-50-230	TRAVEL	.00	.00	.00
100-101400-40050100	10-50-240	OFFICE AND SUPPLIES EXPENSE	74.80	200.00	200.00
100-101400-40050800	10-50-250	EQUIP. SUPPLIES AND MNT.	1,484.88	2,500.00	2,500.00
100-101400-40050601	10-50-260	BLDGS. & GROUND SUP. & MNT.	12,572.73	14,000.00	14,000.00
100-101400-40030000	10-50-270	UTILITIES	5,554.11	6,000.00	6,000.00
100-101400-40030400	10-50-280	TELEPHONE	.00	.00	.00
100-101400-40020100	10-50-310	PROFESSIONAL & TECHNICAL SERVI	21,585.66	25,000.00	25,000.00
100-101400-40020900	10-50-330	EDUCATION AND TRAINING	.00	100.00	100.00
100-101400-40050602	10-50-480	SPECIAL BUILDING SUPPLIES	15,530.06	18,000.00	18,000.00
100-101400-40020300	10-50-510	INSURANCE	7,325.93	11,250.00	11,250.00
100-101400-40021200	10-50-560	EQUIPMENT RENTAL	.00	500.00	500.00
100-101400-40050100	10-50-620	MISCELLANEOUS SERVICES	37,421.29	48,000.00	54,000.00
100-101400-40080100	10-50-710	CAPITAL OUTLAY - LAND	.00	.00	.00
100-101400-40080300	10-50-730	CAPITAL OUTLAY - IMPROVEMENTS	83,301.34	14,000.00	15,000.00
100-101400-40080000	10-50-750	SPECIAL PROJECTS	.00	.00	.00
Total GENERAL GOVERNMENT BUILDINGS:			202,382.21	192,200.00	201,950.00
ELECTIONS					
100-100900-40020400	10-51-220	ELECTION NOTICES	.00	.00	.00
100-100900-40050100	10-51-480	SPECIAL SUPPLIES	.00	.00	.00
100-100900-40020100	10-51-620	MISCELLANEOUS SERVICES JUDGES	.00	50,000.00	.00
Total ELECTIONS:			.00	50,000.00	.00
PLANNING & ZONING					
100-101300-40010100	10-52-110	SALARIES AND WAGES	200,823.01	220,751.00	225,500.00
100-101300-40010102	10-52-120	WAGES - PART TIME	.00	.00	.00
100-101300-40010200	10-52-130	EMPLOYEE BENEFITS	101,221.12	126,137.00	130,640.00
100-101300-40010200	10-52-140	OTHER BENEFITS	.00	.00	.00
100-101300-40010200	10-52-150	EMPLOYEE APPRECIATION ALLOWAN	4,380.75	2,400.00	2,400.00
100-101300-40050800	10-52-210	BOOKS, SUB., AND MEMBERSHIPS	229.50	1,000.00	1,000.00
100-101300-40020400	10-52-220	PUBLIC NOTICES	82.68	500.00	500.00
100-101300-40020900	10-52-230	TRAVEL	3,301.23	4,000.00	4,000.00
100-101300-40050100	10-52-240	OFFICE SUPPLIES AND EXPENSE	3,966.75	4,500.00	4,500.00
100-101300-40050800	10-52-250	EQUIP. SUPPLIES AND MNT.	4,497.86	4,000.00	4,000.00
100-101300-40030400	10-52-280	TELEPHONE	2,052.89	3,500.00	3,500.00
100-101300-40020100	10-52-310	PROFESSIONAL & TECHNICAL	19,273.77	105,000.00	25,000.00
100-101300-40020100	10-52-320	PLAT RECORDING FEES	913.00	2,000.00	2,000.00
100-101300-40020900	10-52-330	EDUCATION AND TRAINING	3,511.96	3,500.00	3,500.00
100-101300-40050200	10-52-480	SPECIAL SUPPLIES	7,733.74	15,000.00	7,500.00
100-101300-40020300	10-52-510	INSURANCE	1,709.38	2,625.00	2,625.00
100-101300-40021000	10-52-581	Business License Website Fees	.00	.00	.00
100-101300-40050800	10-52-740	EQUIPMENT	.00	5,000.00	3,000.00
Total PLANNING & ZONING:			353,697.64	499,913.00	419,665.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
POLICE DEPARTMENT					
100-200400-40010100	10-54-110	SALARIES AND WAGES	1,953,487.57	2,050,000.00	2,280,300.00
100-200400-40010100	10-54-112	ALCOHOL WAGES	.00	.00	.00
100-200400-40010100	10-54-114	JR HIGH WAGES	.00	.00	.00
100-200400-40010102	10-54-120	SALARIES AND WAGES - TEMP.	133,705.00	130,000.00	130,000.00
100-200400-40010200	10-54-130	EMPLOYEE BENEFITS	1,363,282.42	1,455,000.00	1,730,361.00
100-200400-40010200	10-54-132	ALCOHOL BENEFITS	.00	.00	.00
100-200400-40010200	10-54-134	JR HIGH BENEFITS	.00	.00	.00
100-200400-40010200	10-54-140	OTHER BENEFITS	180.00	4,000.00	18,000.00
100-200400-40010200	10-54-150	EMPLOYEE APPRECIATION ALLOWAN	12,663.24	11,000.00	12,600.00
100-200400-40050400	10-54-210	BOOKS, SUB., AND MEMBERSHIPS	5,146.25	6,000.00	6,000.00
100-200400-40020400	10-54-220	PUBLIC NOTICES	.00	.00	1,000.00
100-200400-40020900	10-54-230	TRAVEL	14,564.18	21,000.00	24,000.00
100-200400-40050100	10-54-240	OFFICE SUPPLIES AND EXPENSE	10,858.44	13,000.00	13,000.00
100-200400-40050200	10-54-250	EQUIP. SUPPLIES AND MNT.	87,385.25	90,000.00	110,000.00
100-200400-40050601	10-54-260	BLDGS. & GROUND SUP. & MNT.	5,359.13	19,000.00	19,000.00
100-200400-40030000	10-54-270	UTILITIES	8,526.25	10,000.00	10,000.00
100-200400-40030400	10-54-280	TELEPHONE	27,488.56	24,000.00	30,000.00
100-200400-40020100	10-54-282	MDT - MOBILE DATA TRANSFER	13,313.26	15,000.00	18,000.00
100-200400-40020100	10-54-310	PROFESSIONAL AND TECHNICAL	20,655.70	15,000.00	20,000.00
100-200400-40020900	10-54-330	EDUCATION AND TRAINING	25,458.00	25,000.00	30,000.00
100-200400-40050200	10-54-440	EXPENDITURES - LIQUOR FUNDS	15,729.00	18,000.00	18,000.00
100-200400-40020100	10-54-450	UCAN SERVICE	8,393.00	.00	3,850.00
100-200400-40020100	10-54-452	SCHOOL RESOURCE OFFICER	40,364.79	70,000.00	8,500.00
100-200400-40020100	10-54-455	DISPATCH SERVICES	61,722.00	65,940.00	70,000.00
100-200400-40050200	10-54-460	NEW UNIFORMS	5,311.82	5,000.00	6,000.00
100-200400-40050200	10-54-465	UNIFORMS REIMBURSEMENTS	32,245.79	33,450.00	39,600.00
100-200400-40050200	10-54-470	COMPUTER SUPPLIES AND EXP.	2,663.27	10,000.00	10,000.00
100-200400-40020100	10-54-475	COMPUTER CONTRACT SERVICES	35,309.59	35,020.00	65,000.00
100-200400-40050800	10-54-480	SPECIAL DEPARTMENT SUPPLIES	44,113.00	47,000.00	65,000.00
100-200400-40020100	10-54-498	SECURITY CONTRACTS	.00	.00	.00
100-200400-40020300	10-54-510	INSURANCE	64,042.37	52,500.00	55,000.00
100-200400-40050800	10-54-650	NEW OFFICER EQUIPMENT	.00	.00	.00
100-200400-40050601	10-54-730	CAPITAL OUTLAY - IMPROVEMENTS	.00	.00	.00
100-200400-40080500	10-54-740	CAPITAL OUTLAY - EQUIPMENT	203,505.18	220,030.00	220,030.00
100-200400-40080500	10-54-741	DIGITAL RADIOS	.00	11,710.00	.00
100-200400-40050601	10-54-750	SPECIAL PROJECT - PORTABLE	.00	.00	.00
Total POLICE DEPARTMENT:			4,195,473.06	4,456,650.00	5,013,241.00
POLICE DEPARTMENT-CONTRACT					
100-200400-40010100	10-55-112	Alcohol Wages	18,138.30	.00	.00
100-200400-40010100	10-55-113	VFAST	.00	.00	.00
100-200400-40010100	10-55-114	Jr High Wages	.00	.00	.00
100-200400-40010100	10-55-115	Boondocks	4,386.08	.00	.00
100-200400-40010100	10-55-116	High School Wages	2,677.28	.00	.00
100-200400-40010100	10-55-117	DUI/ Alcohol	.00	.00	.00
100-200400-40010100	10-55-118	Metro	9,570.39	.00	.00
100-200400-40010200	10-55-132	Alcohol Benefits	1,841.04	.00	.00
100-200400-40010200	10-55-134	Jr High Benefits	.00	.00	.00
100-200400-40010200	10-55-135	Boondocks- Benefits	445.19	.00	.00
100-200400-40010200	10-55-136	High School Benefits	271.75	.00	.00
100-200400-40010200	10-55-137	DUI/ Alcohol Benefits	.00	.00	.00
100-200400-40010200	10-55-138	METRO-Benefits	971.39	.00	.00
100-200400-40010200	10-55-400	METRO NARCOTICS STRIKE FORCE	.00	.00	.00
100-200400-40010200	10-55-450	STATE AND FEDERAL GRANTS	5,601.40	.00	.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
Total POLICE DEPARTMENT-CONTRACT:			43,902.82	.00	.00
FIRE DEPARTMENT					
100-200900-40010100	10-57-110	SALARIES AND WAGES	362,945.14	435,000.00	419,200.00
100-200900-40010102	10-57-120	SALARIES AND WAGES - TEMPORAR	612.16	.00	.00
100-200900-40010102	10-57-125	ON CALL FIRE FRIGHTERS WAGES	66,599.20	105,000.00	105,000.00
100-200900-40010200	10-57-130	EMPLOYEE BENEFITS	180,162.96	249,500.00	299,500.00
100-200900-40010200	10-57-135	ON CALL FIRE FRIGHTERS BENEFIT	16,147.78	8,500.00	8,500.00
100-200900-40010200	10-57-150	EMPLOYEE APPRECIATION ALLOWAN	3,406.21	5,000.00	5,000.00
100-200900-40050400	10-57-210	BOOKS, SUB., AND MEMBERSHIPS	4,347.38	13,000.00	13,000.00
100-200900-40050200	10-57-220	FIRE PREVENTION	1,711.58	2,500.00	2,500.00
100-200900-40020900	10-57-230	TRAVEL	50.00	2,500.00	2,500.00
100-200900-40050100	10-57-240	OFFICE SUPPLIES	4,726.69	6,000.00	6,000.00
100-200900-40050800	10-57-250	EQUIP. SUPPLIES AND MNT.	34,682.78	40,000.00	40,000.00
100-200900-40050601	10-57-260	BLDGS. & GROUND SUP. & MNT.	2,151.12	20,000.00	20,000.00
100-200900-40030000	10-57-270	UTILITIES	5,094.87	8,000.00	8,000.00
100-200900-40030400	10-57-280	TELEPHONE	10,117.89	8,000.00	8,000.00
100-200900-40020100	10-57-310	PROFESSIONAL & TECHNICAL	5,395.00	6,000.00	6,000.00
100-200900-40010100	10-57-320	VOLUNTEER SERVICES	.00	.00	.00
100-200900-40020900	10-57-330	EDUCATION AND TRAINING	21,250.85	25,000.00	25,000.00
100-200900-40020900	10-57-335	PHYSICAL EXAMS	50.00	5,000.00	5,000.00
100-200900-40020900	10-57-340	HEALTH & WELLNESS	.00	5,710.00	5,710.00
100-200900-40030400	10-57-450	PAGERS	103.20	.00	.00
100-200900-40020100	10-57-455	DISPATCH SERVICES	45,991.08	46,771.00	49,000.00
100-200900-40020100	10-57-460	UCAN SERVICE	30,556.50	30,000.00	5,000.00
100-200900-40020100	10-57-465	UNIFORMS ALLOWANCE	21,803.29	20,500.00	25,000.00
100-200900-40050800	10-57-480	SPECIAL DEPARTMENT SUPPLIES	50,929.60	55,000.00	55,000.00
100-200900-40050800	10-57-490	HAZ MAT SUPPLIES	.00	.00	.00
100-200900-40020300	10-57-510	INSURANCE	14,065.79	21,600.00	21,600.00
100-200900-40080500	10-57-740	CAPITAL OUTLAY - EQUIPMENT	17,265.50	.00	.00
100-200900-40080500	10-57-741	CAPITAL EQUIPMENT - LEASE	.00	.00	.00
100-200900-40080500	10-57-742	DIGITAL RADIOS	.00	.00	.00
100-200900-40080500	10-57-743	THERMAL IMAGE CAMERAS	.00	.00	.00
Total FIRE DEPARTMENT:			900,166.57	1,118,581.00	1,134,510.00
CODE ENFORCEMENT					
100-101701-40010100	10-58-110	SALARIES AND WAGES	253,236.02	256,000.00	281,300.00
100-101701-40010102	10-58-120	WAGES PART TIME	13,973.05	.00	15,000.00
100-101701-40010200	10-58-130	EMPLOYEE BENEFITS	156,936.50	165,000.00	174,800.00
100-101701-40050400	10-58-210	BOOKS, SUB., AND MEMBERSHIPS	2,580.56	4,000.00	4,000.00
100-101701-40020900	10-58-230	TRAVEL	1,417.79	4,000.00	4,000.00
100-101701-40050100	10-58-240	OFFICE SUPPLIES AND EXPENSE	3,117.07	3,500.00	3,500.00
100-101701-40050800	10-58-250	EQUIP. SUPPLIES AND MNT.	3,982.47	8,000.00	5,000.00
100-101701-40030400	10-58-280	TELEPHONE	5,779.02	5,500.00	5,500.00
100-101701-40020100	10-58-310	PROFESSIONAL & TECHNICAL	15,642.58	18,000.00	25,000.00
100-101701-40020900	10-58-330	EDUCATION AND TRAINING	2,597.54	5,000.00	5,000.00
100-101701-40050800	10-58-480	SPECIAL DEPARTMENT SUPPLIES	1,110.69	15,000.00	5,000.00
100-101701-40020300	10-58-510	INSURANCE	1,220.99	1,875.00	1,875.00
100-101701-40020100	10-58-610	CONTRACT SERVICES	4,335.10	4,000.00	4,000.00
100-101701-40080500	10-58-740	CAPITAL OUTLAY - EQUIPMENT	.00	5,000.00	3,000.00
Total CODE ENFORCEMENT:			465,929.38	494,875.00	536,975.00

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FLEET MAINTENANCE					
100-101500-40010100	10-59-110	SALARIES AND WAGES	115,363.94	124,000.00	126,300.00
100-101500-40010102	10-59-120	WAGES - PART TIME	.00	15,000.00	15,000.00
100-101500-40010200	10-59-130	BENEFITS	53,517.96	71,000.00	74,000.00
100-101500-40050400	10-59-210	BOOKS, SUB., AND MEMBERSHIPS	.00	1,500.00	1,500.00
100-101500-40020900	10-59-230	TRAVEL EXPENSE	.00	500.00	500.00
100-101500-40050100	10-59-240	OFFICE SUPPLIES AND EXPENSE	41.22	500.00	500.00
100-101500-40050800	10-59-250	EQUIP. SUPPLIES AND MNT.	36,435.65	32,000.00	32,000.00
100-101500-40050601	10-59-260	BLDGS. & GROUND SUP. & MNT.	.00	500.00	500.00
100-101500-40030000	10-59-270	UTILITIES	.00	2,500.00	2,500.00
100-101500-40030400	10-59-280	TELEPHONE	1,437.91	1,800.00	1,800.00
100-101500-40020100	10-59-310	PROFESSIONAL SERVICES	243.30	500.00	500.00
100-101500-40020900	10-59-330	EDUCATION AND TRAINING	607.00	800.00	800.00
100-101500-40050800	10-59-480	SPECIAL SUPPLIES	19,269.06	35,000.00	35,000.00
100-101500-40020300	10-59-510	INSURANCE	2,441.98	3,750.00	3,750.00
100-101500-40021200	10-59-560	EQUIPMENT RENTAL	421.25	1,000.00	1,000.00
100-101500-40050200	10-59-620	MISCELLANEOUS SERVICES	4,182.62	4,500.00	4,500.00
100-101500-40080500	10-59-740	CAPITAL OUTLAY - EQUIPMENT	.00	.00	.00
Total FLEET MAINTENANCE:			233,961.89	294,850.00	300,150.00
CLASS "C" ROADS					
100-300500-40080300	10-61-730	IMPROVEMENTS MISC. PROJECTS	.00	.00	.00
100-300500-40080300	10-61-735	STREET MAINTENANCE	.00	.00	.00
100-300500-40080300	10-61-750	ANGEL AND 200 NORTH STREET	.00	.00	.00
100-300500-40080300	10-61-753	50 WEST AND MAIN STREET	.00	.00	.00
100-300500-40080300	10-61-758	SLURRY SEAL PROJECT	.00	.00	.00
100-300500-40080300	10-61-759	LAURELWOOD REALIGN	.00	.00	.00
100-300500-40080300	10-61-830	STREET IMPROVEMENTS	.00	.00	.00
100-300500-40080300	10-61-850	SHEPHERD AND SUNSET (DESIGN)	.00	.00	.00
100-300500-40080300	10-61-865	300 WEST & MAIN UDOT FR199	.00	.00	.00
Total CLASS "C" ROADS:			.00	.00	.00
PUBLIC WORKS					
100-300500-40010100	10-66-110	SALARIES AND WAGES	279,675.50	430,000.00	435,000.00
100-300500-40010102	10-66-120	WAGES - PART TIME	7,377.26	15,438.00	15,500.00
100-300500-40010200	10-66-130	EMPLOYEE BENEFITS	144,465.96	235,000.00	236,300.00
100-300500-40020400	10-66-220	PUBLIC NOTICES	392.20	1,500.00	.00
100-300500-40020900	10-66-230	TRAVEL	491.15	1,000.00	1,000.00
100-300500-40050100	10-66-240	OFFICE SUPPLIES AND EXPENSE	7,475.98	10,000.00	10,000.00
100-300500-40050100	10-66-241	COMPUTER, DEVICES & SOFTWARE	696.96	.00	.00
100-300500-40050800	10-66-250	EQUIP. SUPPLIES AND MNT.	32,739.39	46,000.00	46,000.00
100-300500-40050800	10-66-251	HEAVY TRUCKS- SUPPLIES & MNT	2,257.45	.00	.00
100-300500-40050800	10-66-252	LIGHT VEHICLES- SUPPLIES & MNT	1,160.26	.00	.00
100-300500-40050800	10-66-253	HEAVY EQUIP- SUPPLIES & MNT	12,211.22	.00	.00
100-300500-40050601	10-66-260	BLDGS. & GROUND SUP. & MNT.	.00	1,000.00	1,000.00
100-300500-40030000	10-66-270	UTILITIES	.00	2,000.00	2,000.00
100-300500-40030400	10-66-280	TELEPHONE	6,580.74	7,500.00	8,000.00
100-300500-40020100	10-66-310	PROFESSIONAL & TECHNICAL	141,799.79	35,000.00	32,000.00
100-300500-40020100	10-66-311	STREET CAPITAL FACILITIES PLAN	33,890.88	.00	.00
100-300500-40020100	10-66-320	PROF. AND TECH - FIELD	.00	.00	.00
100-300500-40020900	10-66-330	EDUCATION AND TRAINING	3,580.50	3,000.00	3,000.00
100-300500-40050800	10-66-480	SPECIAL DEPARTMENT SUPPLIES	8,112.19	34,000.00	32,000.00
100-300500-40050200	10-66-481	STREET SIGNS - PUBLIC WORKS	4,270.66	25,000.00	25,000.00
100-300500-40050503	10-66-482	SALT - SNOWPLOWING	90,482.44	75,000.00	85,000.00

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100-300500-40050800	10-66-483	SMALL TOOLS- SPECIAL DEPT SUPP	6,087.41	.00	.00
100-300500-40050800	10-66-484	PPE & CLOTHING- SPECIAL DEPT S	1,528.58	.00	.00
100-300500-40050800	10-66-485	BARRICADE RENTAL- SPECIAL DEPT	432.45	.00	.00
100-300500-40050503	10-66-486	SNOW REMOVAL SUPPORT & EQUIP	20,651.34	.00	.00
100-300500-40020300	10-66-510	INSURANCE	15,549.20	19,500.00	23,000.00
100-300500-40021200	10-66-560	EQUIPMENT RENTAL	19,997.06	1,000.00	6,500.00
100-300500-40050200	10-66-620	MISCELLANEOUS SERVICES	.00	.00	.00
100-300500-40080100	10-66-736	Special Project	.00	20,000.00	27,000.00
100-300500-40080500	10-66-740	CAPITAL OUTLAY EQUIPMENT	12,999.67	444,000.00	.00
100-300500-40080300	10-66-751	SIDEWALK	8,526.35	20,000.00	35,000.00
100-300500-40080300	10-66-755	SALT STORAGE	110,000.00	.00	.00
100-300500-40080300	10-66-757	CAPITAL PROJECT	.00	.00	.00
100-300500-40080300	10-66-758	CAPITAL PROJECT	.00	.00	.00
Total PUBLIC WORKS:			973,432.59	1,425,938.00	1,023,300.00
PARKS					
100-500300-40010100	10-70-110	SALARIES AND WAGES	242,666.45	230,000.00	236,500.00
100-500300-40010102	10-70-120	WAGES - PART TIME	211,387.45	250,000.00	255,480.00
100-500300-40010200	10-70-130	EMPLOYEE BENEFITS	177,789.37	155,000.00	161,000.00
100-500300-40010200	10-70-150	EMPLOYEE APPRECIATION ALLOWAN	3,088.45	3,000.00	3,000.00
100-500300-40050400	10-70-210	BOOKS, SUB., AND MEMBERSHIPS	1,353.07	1,200.00	1,200.00
100-500300-40020900	10-70-230	TRAVEL	3,117.26	4,200.00	4,200.00
100-500300-40050100	10-70-240	OFFICE SUPPLIES AND EXPENSE	3,273.18	3,800.00	3,800.00
100-500300-40050800	10-70-250	EQUIP. SUPPLIES AND MNT.	39,924.04	48,000.00	48,000.00
100-500300-40050601	10-70-260	BLDGS. & GROUND SUP. & MNT.	7,080.15	6,800.00	6,800.00
100-500300-40030000	10-70-270	UTILITIES	3,028.11	3,500.00	3,500.00
100-500300-40030400	10-70-280	TELEPHONE	6,404.07	3,500.00	3,500.00
100-500300-40020100	10-70-310	PROFESSIONAL & TECHNICAL	2,273.00	10,000.00	10,000.00
100-500300-40020900	10-70-330	EDUCATION AND TRAINING	2,605.00	3,500.00	3,500.00
100-500300-40050800	10-70-480	SPECIAL DEPARTMENT SUPPLIES	154,958.12	164,000.00	164,000.00
100-500300-40050800	10-70-485	ASPHALT REPAIR & MAINT	17,089.00	20,000.00	20,000.00
100-500300-40050200	10-70-490	ARBOR CARE	6,116.74	8,000.00	8,000.00
100-500300-40020300	10-70-510	INSURANCE	10,583.70	7,500.00	7,500.00
100-500300-40021200	10-70-560	EQUIPMENT RENTAL	4,321.60	5,500.00	5,500.00
100-500300-40050200	10-70-620	MISCELLANEOUS SERVICES	150.00	500.00	500.00
100-500305-40050602	10-70-640	HOLIDAY LIGHTING	3,474.63	6,000.00	6,000.00
100-500300-40080200	10-70-730	CAPITAL IMPROVEMENTS	.00	10,000.00	10,000.00
100-500300-40080500	10-70-740	CAPITAL OUTLAY - EQUIPMENT	20,707.05	22,000.00	22,000.00
100-500300-40080500	10-70-781	SPECIAL PROJECT- DESERET DRIVE	14,708.99	15,000.00	.00
Total PARKS:			936,099.43	981,000.00	983,980.00
RECREATION					
100-500310-40010100	10-74-110	SALARIES AND WAGES	194,211.29	193,200.00	195,500.00
100-500310-40010102	10-74-120	WAGES - PART TIME	156,229.87	205,000.00	205,000.00
100-500310-40010200	10-74-130	EMPLOYEE BENEFITS	139,105.10	132,000.00	141,000.00
100-500310-40010200	10-74-150	EMPLOYEE APPRECIATION ALLOWAN	1,227.88	2,000.00	2,000.00
100-500310-40050400	10-74-210	BOOKS, SUB., AND MEMBERSHIPS	165.00	1,400.00	1,400.00
100-500310-40020900	10-74-230	TRAVEL	3,492.02	4,500.00	4,500.00
100-500310-40050100	10-74-240	OFFICE SUPPLIES AND EXPENSE	8,783.48	8,100.00	8,100.00
100-500310-40050800	10-74-250	EQUIP. SUPPLIES AND MNT.	934.99	1,000.00	1,000.00
100-500310-40050100	10-74-255	COMMUNITY EVENTS SUPPLIES	.00	.00	.00
100-500310-40050100	10-74-258	COMMUNITY EVENTS PROMOTIONS	.00	.00	.00
100-500310-40050601	10-74-260	BLDGS. & GROUND SUP. & MNT.	83.50	.00	.00
100-500310-40030000	10-74-270	UTILITIES	2,789.91	4,000.00	4,000.00

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100-500310-40030400	10-74-280	TELEPHONE	4,141.93	6,200.00	6,200.00
100-500310-40020100	10-74-310	PROFESSIONAL & TECHNICAL	7,972.00	6,000.00	6,000.00
100-500310-40020900	10-74-330	EDUCATION AND TRAINING	3,360.00	2,400.00	2,400.00
100-500310-40050200	10-74-480	SPECIAL DEPARTMENT SUPPLIES	267,616.30	236,000.00	236,000.00
100-500310-40050200	10-74-490	CONCESSION SUPPLIES	.00	600.00	600.00
100-500310-40020300	10-74-510	INSURANCE	3,907.16	6,000.00	6,000.00
100-500310-40021100	10-74-560	FACILITIES RENTAL	.00	1,000.00	1,000.00
100-500310-40050200	10-74-620	MISCELLANEOUS SERVICES	107,175.70	128,000.00	128,000.00
100-500310-40050200	10-74-650	ALL STAR PROGRAM	16,472.70	10,000.00	10,000.00
100-500310-40080300	10-74-730	CAPITAL OUTLAY - IMPROVEMENTS	.00	.00	.00
100-500310-40080501	10-74-740	EQUIPMENT	.00	.00	.00
100-500310-40080500	10-74-750	SPECIAL PROJECTS	13,300.00	.00	.00
Total RECREATION:			930,968.83	947,400.00	958,700.00
COMMUNITY EVENTS					
100-500305-40050200	10-76-010	JULY 4TH BREAKFAST	5,111.52	6,000.00	6,000.00
100-500305-40050200	10-76-011	JULY 4TH IDOL	.00	.00	.00
100-500305-40050200	10-76-012	JULY 4TH FESTIVAL	27,351.85	18,000.00	18,000.00
100-500305-40050200	10-76-014	JULY 4TH DEVOTIONAL	426.22	500.00	500.00
100-500305-40050200	10-76-015	JULY 4TH PARADE	2,290.76	5,500.00	5,500.00
100-500305-40050000	10-76-016	JULY 4TH BLOCK PARTY	16,329.49	12,000.00	12,000.00
100-500305-40050000	10-76-017	JULY 4TH THANK YOU DINNER	.00	.00	.00
100-500305-40050000	10-76-018	JULY 4TH PARADE WET	500.00	1,000.00	1,000.00
100-500305-40050200	10-76-020	FIRE WORKS	28,464.65	32,000.00	32,000.00
100-500305-40050200	10-76-021	PROTECTIVE TARPS 4TH OF JULY	.00	.00	.00
100-500305-40050200	10-76-028	Community Events Promotions	6,978.20	4,000.00	4,000.00
100-500305-40050200	10-76-030	COMMUNITY REPRESENTATIVES	.00	1,200.00	1,200.00
100-500305-40050200	10-76-040	EASTER EGG HUNT	2,808.46	2,500.00	2,500.00
100-500305-40050200	10-76-045	COLD CONES AND COOL CARS	.00	500.00	500.00
100-500305-40050200	10-76-050	MOUNTAIN STAR	.00	500.00	500.00
100-500305-40050200	10-76-051	TRI-CITY TRACK MEET	.00	.00	.00
100-500305-40050200	10-76-052	KAYSVILLE YOUTH COURT	2,107.08	2,500.00	2,500.00
100-500305-40050200	10-76-054	CANCER SOCIETY RELAY FOR LIFE	.00	.00	.00
100-500305-40050200	10-76-055	YOUTH CITY COUNCIL	444.02	1,000.00	1,000.00
100-500305-40050200	10-76-056	PARKINSONS BIKE RALLY	405.00	300.00	300.00
100-500305-40050200	10-76-057	CERT PROGRAM	.00	3,000.00	3,000.00
100-500305-40050200	10-76-058	CHRISTMAS LIGHTS/PARADE	2,039.63	1,000.00	1,000.00
100-500305-40050200	10-76-059	ARBOR DAY PLANTING	.00	2,200.00	2,200.00
100-500305-40050200	10-76-060	NEW YEAR'S EVE CELEBRATION	.00	.00	.00
100-500305-40050200	10-76-061	VETERANS DAY CELEBRATION	1,505.94	2,000.00	2,000.00
100-500305-40050200	10-76-062	VETERANS FLAG PLACEMENT	.00	200.00	200.00
100-500305-40050200	10-76-063	MEMORIAL DAY PROGRAM	887.95	1,000.00	1,000.00
100-500305-40050200	10-76-064	COMMUNITY THEATRE	21,535.67	21,000.00	21,000.00
100-500305-40050200	10-76-065	YARDS AND GARDENS	1,042.10	1,000.00	1,000.00
100-500305-40050200	10-76-068	DADDY / DAUGHTER DANCE	3,608.87	3,700.00	3,700.00
100-500305-40050200	10-76-070	ARTS IN THE PARK	.00	.00	.00
100-500305-40050200	10-76-072	TRAILS DAY	.00	.00	.00
100-500305-40050200	10-76-074	MOVIES IN THE PARK	2,672.87	2,300.00	2,300.00
100-500305-40050200	10-76-075	HEALTHY KAYSVILLE PROGRAM	.00	.00	.00
100-500305-40050200	10-76-076	MONSTER MASH	.00	.00	.00
100-500305-40050200	10-76-081	Sesquesentinial Kaysville	.00	.00	.00
100-500305-40010100	10-76-110	SALARIES & WAGES	36,501.79	29,650.00	31,600.00
100-500305-40050200	10-76-111	NEW YEARS BINGO	.00	.00	.00
100-500305-40050200	10-76-112	NEW YEARS CARNIVAL	.00	.00	.00
100-500305-40050200	10-76-113	NEW YEARS FOOD SERVICE	.00	.00	.00

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100-500305-40050200	10-76-114	NEW YEARS MUSIC/ ENTER	.00	.00	.00
100-500305-40050200	10-76-115	NEW YEARS STORY HOUR	.00	.00	.00
100-500305-40050200	10-76-120	SALARIES & WAGES PART TIME	2,701.83	17,400.00	17,400.00
100-500305-40050200	10-76-130	EMPLOYEE BENEFITS	16,156.17	19,100.00	18,390.00
100-500305-40050200	10-76-150	VOLUNTEER APPRECIATION DINNER	.00	1,000.00	1,000.00
100-500305-40020100	10-76-215	LICENSE FEES	715.00	900.00	900.00
100-500305-40050200	10-76-250	EQUIP. SUPPLIES AND MNT.	1,353.55	3,000.00	3,000.00
100-500305-40050200	10-76-330	EDUCATION AND TRAINING	.00	300.00	300.00
100-500305-40050200	10-76-400	HEALTHY KAYSVILLE	.00	.00	.00
100-500305-40050200	10-76-740	CAPITAL OUTLAY- EQUIPMENT	.00	.00	.00
100-500305-40050200	10-76-752	JULY 24TH BOWMAN'S BREAKFAST	.00	300.00	300.00
100-500305-40050200	10-76-999	BUDGET AMENDMENT	.00	.00	.00
Total COMMUNITY EVENTS:			183,938.62	196,550.00	197,790.00
CEMETERY					
100-301700-40010100	10-77-110	SALARIES AND WAGES	65,298.12	77,500.00	79,000.00
100-301700-40010102	10-77-120	WAGES - PART TIME	70,272.79	70,000.00	70,000.00
100-301700-40010200	10-77-130	EMPLOYEE BENEFITS	44,774.50	52,600.00	54,350.00
100-301700-40010200	10-77-150	EMPLOYEE APPRECIATION ALLOWAN	438.53	500.00	500.00
100-301700-40050400	10-77-210	BOOKS, SUB., AND MEMBERSHIPS	150.00	100.00	100.00
100-301700-40020400	10-77-220	PUBLIC NOTICES	.00	.00	.00
100-301700-40020900	10-77-230	TRAVEL	105.00	600.00	600.00
100-301700-40050100	10-77-240	OFFICE SUPPLIES AND EXPENSE	1,242.64	1,500.00	1,500.00
100-301700-40050800	10-77-250	EQUIP. SUPPLIES AND MNT.	10,752.41	13,000.00	13,000.00
100-301700-40050601	10-77-260	BUILDING, GROUNDS MAINTENANCE	907.68	1,500.00	1,500.00
100-301700-40030000	10-77-270	UTILITIES	484.64	1,000.00	1,000.00
100-301700-40030400	10-77-280	TELEPHONE	1,236.15	800.00	800.00
100-301700-40020100	10-77-310	PROFESSIONAL & TECHNICAL	.00	.00	.00
100-301700-40020900	10-77-330	EDUCATION AND TRAINING	170.00	500.00	500.00
100-301700-40050200	10-77-480	SPECIAL DEPARTMENT SUPPLIES	13,196.15	12,000.00	12,000.00
100-301700-40080300	10-77-485	ASPHALT REPAIRS & MAINT	.00	2,500.00	2,500.00
100-301700-40050601	10-77-490	ARBOR CARE	.00	800.00	800.00
100-301700-40080300	10-77-495	BRICK COLUMN MAINT	1,000.00	1,500.00	1,500.00
100-301700-40050200	10-77-500	HEADSTONE REPAIRS	227.00	1,000.00	1,000.00
100-301700-40020300	10-77-510	INSURANCE	1,465.19	2,250.00	2,250.00
100-301700-40021200	10-77-560	EQUIPMENT RENTAL	.00	500.00	500.00
100-301700-40050200	10-77-620	MISCELLANEOUS SERVICES	516.00	600.00	600.00
100-301700-40080300	10-77-730	CAPITAL IMPROVEMENTS	.00	.00	.00
100-301700-40080500	10-77-740	CAPITAL OUTLAY - EQUIPMENT	16,999.67	18,000.00	18,000.00
Total CEMETERY:			229,236.47	258,750.00	262,000.00
NON DEPARTMENTAL					
100-100100-40110000	10-80-015	VEHICLE REPLACEMENT GF	.00	.00	.00
100-100100-40020100	10-80-017	CFP Impact Fee Study	14,495.83	.00	.00
100-201100-40020000	10-80-020	PAYMENT TO ANIMAL CONTROL	64,441.10	77,000.00	77,000.00
100-101001-40020300	10-80-025	NON DEPARTMENTAL - INSURANCE	.00	.00	.00
100-100100-40110100	10-80-032	LEASE PAYMENT TO MBA-Police	390,000.00	390,000.00	365,000.00
100-100100-40110100	10-80-033	LEASE PAYMENT TO MBA-City Hall	.00	360,000.00	340,000.00
100-100100-40030000	10-80-080	ELECTRIC UTILITY FEES	.00	.00	.00
100-100100-40110000	10-80-115	VEHICLE REPLACEMENT GF	77,905.00	60,000.00	.00
100-100100-40020300	10-80-125	INSURANCE SETTLEMENT	.00	.00	.00
100-100100-40020100	10-80-220	PAYMENT TO ANIMAL CONTROL	.00	.00	.00
100-100100-40020300	10-80-225	NON DEPARTMENTAL - INSURANCE	.00	.00	.00
100-101001-40010100	10-80-481	COUNCIL - RADAR BOARDS	.00	.00	.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
100-100100-40030000	10-80-800	ELECTRIC UTILITY FEES	.00	.00	.00
100-100100-40030000	10-80-810	NON-RECIPROCAL UTILITY EXPENSE	297,079.08	.00	.00
Total NON DEPARTMENTAL:			843,921.01	887,000.00	782,000.00
COPS TECHNOLOGY GRANT					
100-101001-40050100	10-85-015	Cares Act- Admin	.00	.00	.00
100-101300-40050200	10-85-020	Cares Act - Com Dev	.00	.00	.00
100-200900-40050800	10-85-030	Cares Act- Fire	.00	.00	.00
100-100300-40050200	10-85-040	Cares Act- Legal	.00	.00	.00
100-500300-40050800	10-85-050	Cares Act- Parks, Rec & Bld	.00	.00	.00
100-200400-40050800	10-85-060	Cares Act- Police	.00	.00	.00
100-300500-40050800	10-85-070	Cares Act- Power	.00	.00	.00
100-300500-40050800	10-85-080	Cares Act- Public Works	.00	.00	.00
100-101300-40050200	10-85-090	Kaysville Cares Cash	.00	.00	.00
Total COPS TECHNOLOGY GRANT:			.00	.00	.00
TRANSFERS					
100-100100-40170000	10-90-020	TRANSFER TO DEBT SERVICE FUND	188,000.00	178,000.00	178,000.00
100-100100-40110000	10-90-021	TRANSFER TO CAPITAL IMPROVEME	205,000.00	.00	.00
100-100100-40110000	10-90-025	ROAD REVENUES	.00	.00	.00
100-100100-40110000	10-90-030	TRANSFER TO AMBULANCE FUND	506,000.00	291,000.00	309,550.00
100-100100-40110100	10-90-031	TNT Council Descretion	.00	.00	88,000.00
100-100100-40110100	10-90-032	TRANSFER CROAD & LAT TO ROADW	.00	.00	.00
100-100100-40110100	10-90-033	TRANSFER FUND BALANCE ROADWA	2,339,211.52	.00	.00
100-100100-40110000	10-90-040	TRANSFER TO MBA	.00	1,000,000.00	.00
100-100100-40010100	10-90-111	PAYROLL ACCURAL	.00	.00	.00
100-100100-40030000	10-90-811	NON-RECIPROCAL UTILITY EXPENSE	.00	.00	.00
100-101001-40010100	10-90-910	Payroll Accural- Wages Expense	.00	.00	.00
100-101001-40010200	10-90-930	Payroll Accural- Employee Bene	.00	.00	.00
100-100100-40030000	10-90-975	INTERFUND UTILITY SERVICES	.00	.00	.00
100-100000-22050000	10-90-990	FUND BALANCE	.00	.00	.00
Total TRANSFERS:			3,238,211.52	1,469,000.00	575,550.00
GENERAL FUND Revenue Total:			14,275,028.60	15,411,918.00	14,610,771.00
GENERAL FUND Expenditure Total:			15,670,382.45	15,411,918.00	14,610,771.00
Net Total GENERAL FUND:			1,395,353.85-	.00	.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
KAYSVILLE REDEVELOPMENT AGENCY					
Source: 30					
200-100000-30070100	20-30-125	TRANSFER FROM GENERAL FUND	.00	.00	.00
200-100100-30070300	20-30-130	Proceeds Sale of RE Investment	.00	.00	.00
200-100100-30070300	20-30-140	Assumption of Liability Electr	.00	.00	.00
200-201003-30070100	20-30-150	GENERAL FUND REVENUES	.00	.00	.00
Total Source: 30:			.00	.00	.00
TAXES					
200-100000-30010100	20-31-100	CURRENT YEAR PROPERTY TAXES	134,848.00	135,000.00	145,000.00
Total TAXES:			134,848.00	135,000.00	145,000.00
MISCELLANEOUS					
200-100000-30060100	20-38-100	INTEREST INCOME	8,751.26	.00	.00
200-100000-30030200	20-38-600	GRANT PROCEEDS	.00	25,000.00	.00
200-100000-30070300	20-38-800	SALE OF PROPERTY	.00	.00	.00
200-100000-30060000	20-38-900	RDA SUNDRY REVENUES	25,000.00	.00	.00
Total MISCELLANEOUS:			33,751.26	25,000.00	.00
Source: 39					
200-000000-22050000	20-39-990	FUND BALANCE	.00	165,000.00	.00
Total Source: 39:			.00	165,000.00	.00
Department: 40					
200-100100-40110300	20-40-100	Discount on Sale	56,931.00	.00	.00
200-100100-40020103	20-40-101	Closing Costs	13,194.00	.00	.00
200-100100-40170200	20-40-470	INTEREST EXPENSE	18,349.19	.00	.00
Total Department: 40:			88,474.19	.00	.00
200-101001-40020100	20-79-310	PROFESSIONAL & TECHNICAL	1,000.00	25,000.00	25,000.00
200-101001-40020100	20-79-320	FACADE GRANT DAVIS COUNTY	.00	50,000.00	50,000.00
200-100100-40050200	20-79-480	RDA EXPENSES	.00	.00	.00
Total :			1,000.00	75,000.00	75,000.00
Department: 81					
200-101001-40170000	20-81-200	PROPERTY PAYMENT	.00	.00	.00
200-100100-40170000	20-81-300	PROPERTY PAYMENT - FLINT STREE	.00	.00	.00
200-100100-40080300	20-81-650	FLINT STREET AREA SITE WORK	.00	.00	.00
Total Department: 81:			.00	.00	.00
Department: 90					
200-100100-40170100	20-90-200	Loan Payments	.00	250,000.00	70,000.00
Total Department: 90:			.00	250,000.00	70,000.00
KAYSVILLE REDEVELOPMENT AGENCY Revenue Total:			168,599.26	325,000.00	145,000.00
KAYSVILLE REDEVELOPMENT AGENCY Expenditure Total:			89,474.19	325,000.00	145,000.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
Net Total KAYSVILLE REDEVELOPMENT AGENCY:			79,125.07	.00	.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
MUNICIPAL BUILDING AUTHORITY					
Source: 30					
205-100000-30070100	25-30-125	TRANSFER FROM CAPITAL PROJECT	.00	.00	.00
205-100000-30070100	25-30-130	TRANSFER FROM GENERAL FUND	390,000.00	1,000,000.00	705,000.00
205-100000-30070100	25-30-150	GENERAL FUND LEASE PAYMENT	.00	.00	.00
205-100000-30060100	25-30-540	INTEREST INCOME	.00	.00	.00
Total Source: 30:			390,000.00	1,000,000.00	705,000.00
Source: 33					
205-100000-30030201	25-33-600	STATE GRANTS	.00	.00	.00
Total Source: 33:			.00	.00	.00
INTEREST INCOME					
205-100000-30060100	25-38-100	INTEREST INCOME	404.17	.00	.00
205-100000-30060300	25-38-200	DONATION - POLICE STATION	.00	.00	.00
Total INTEREST INCOME:			404.17	.00	.00
LEASE REVENUE					
205-100000-30070200	25-39-500	Proceeds from Bonds	.00	3,900,000.00	.00
205-100000-30070200	25-39-540	MBA LEASE REVENUE	.00	750,000.00	.00
Total LEASE REVENUE:			.00	4,650,000.00	.00
CITY HALL RENOVATION					
205-100100-40020100	25-54-310	PROFESSIONAL & TECHNICAL	.00	.00	.00
205-100100-40050200	25-54-480	SPECIAL SUPPLIES	.00	.00	.00
205-100100-40080701	25-54-490	CHAD HAWKINS MURAL	.00	.00	.00
205-100100-40050200	25-54-650	SITE PREPARATION- CITY	.00	.00	.00
205-100100-40170300	25-54-700	PROJECT RETAINAGE & ENCUMBRAN	.00	.00	.00
205-100100-40080503	25-54-710	Furnishings and Fixtures	.00	.00	.00
205-100100-40080200	25-54-750	CONSTRUCTION CONTRACT	.00	4,900,000.00	.00
205-100100-40080500	25-54-755	EQUIPMENT	.00	.00	.00
205-100100-40050600	25-54-760	LANDSCAPE IMPROVEMENTS	.00	.00	.00
205-100100-40170200	25-54-910	INTEREST & TRUSTEE EXPENSE	.00	.00	.00
205-100100-40170100	25-54-920	MBA DEBT SERVICE	385,822.55	390,000.00	365,000.00
205-100100-40020100	25-54-940	CITY HALL PROJECT DEBT SERVICE	.00	360,000.00	340,000.00
205-100100-40170300	25-54-950	ISSURANCE COSTS	.00	.00	.00
Total CITY HALL RENOVATION:			385,822.55	5,650,000.00	705,000.00
MUNICIPAL BUILDING AUTHORITY Revenue Total:			390,404.17	5,650,000.00	705,000.00
MUNICIPAL BUILDING AUTHORITY Expenditure Total:			385,822.55	5,650,000.00	705,000.00
Net Total MUNICIPAL BUILDING AUTHORITY:			4,581.62	.00	.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
DEBT SERVICE FUND					
REVENUE - TRANSFERS					
300-201003-30070100	30-30-100	GENERAL FUND REVENUES	188,000.00	178,000.00	178,000.00
300-201003-30070100	30-30-150	GENERAL FUND REV (CROAD/UDOT)	.00	.00	.00
300-100100-30070100	30-30-300	CAPITAL PROJECT FUND TRANSFER	.00	208,000.00	.00
Total REVENUE - TRANSFERS:			188,000.00	386,000.00	178,000.00
Source: 38					
300-100100-30060100	30-38-100	INTEREST EARNINGS	.00	.00	.00
Total Source: 38:			.00	.00	.00
Source: 39					
300-300500-30040201	30-39-200	TRANSFER PARK IMPACT	208,000.00	.00	208,000.00
300-300500-30040201	30-39-300	TRANSFER TRANSPORTATION IMPAC	.00	.00	.00
Total Source: 39:			208,000.00	.00	208,000.00
Department: 70					
300-100100-40170600	30-70-101	Pioneer Park Debt Service	.00	.00	.00
Total Department: 70:			.00	.00	.00
FIRE STATION DEBT					
300-100100-40170600	30-83-100	AERIAL LIFT- FIRE TRUCK	148,686.67	155,000.00	155,000.00
300-100100-40170600	30-83-200	POLICE STATION LEASE PMT - MBA	.00	.00	.00
Total FIRE STATION DEBT:			148,686.67	155,000.00	155,000.00
PIONEER PARK PAYMENT					
300-100100-40170600	30-85-050	PIONEER PARK DEBT SERVICE	207,876.19	208,000.00	208,000.00
300-100100-40170600	30-85-101	GANG MOWER	.00	.00	.00
300-100100-40170600	30-85-102	GANG MOWER	16,841.00	.00	23,000.00
300-100100-40170600	30-85-103	GANG MOWER PMT	.00	23,000.00	.00
Total PIONEER PARK PAYMENT:			224,717.19	231,000.00	231,000.00
PUBLIC WORKS					
300-100100-40080300	30-86-200	ROAD REVENUE BOND PAYMENT	.00	.00	.00
Total PUBLIC WORKS:			.00	.00	.00
DEBT SERVICE FUND Revenue Total:			396,000.00	386,000.00	386,000.00
DEBT SERVICE FUND Expenditure Total:			373,403.86	386,000.00	386,000.00
Net Total DEBT SERVICE FUND:			22,596.14	.00	.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
CAPITAL PROJECTS FUND					
REVENUE					
400-300501-30070100	45-30-110	TRANSFER GF - FUND BALANCE	205,000.00	.00	.00
400-100100-30090000	45-30-425	REIMBURSEMENT REVENUE	86,613.55	.00	.00
400-100000-30090000	45-30-500	PS CONSTRUCTION REVENUE	.00	.00	.00
400-100000-30090000	45-30-505	PROCEEDS SALES TAX REVENUE BO	.00	.00	.00
400-100000-30060100	45-30-550	INTEREST EARNINGS	13,291.95	.00	.00
400-100100-30030200	45-30-600	GRANTS	.00	.00	.00
400-100000-30040201	45-30-610	PARK DEVELOPMENT IMPACT FEES	.00	.00	.00
400-100000-30040201	45-30-620	TRANSPORTATION IMPACT FEE	.00	.00	.00
400-100000-40110000	45-30-626	CONTRIBUTIONS/SETTLEMENT	.00	.00	.00
Total REVENUE:			304,905.50	.00	.00
MISCELLANEOUS					
400-100000-30060100	45-38-100	CAP. IMPROVEMENT INTEREST	.00	.00	.00
400-100000-30060000	45-38-200	DONATION / GIFT HERITAGE PARK	.00	.00	.00
400-100000-30060000	45-38-250	PICKLEBALL DONATIONS	.00	.00	.00
400-100000-30090000	45-38-320	Proceeds from Capital Lease	837,865.00	.00	.00
400-100100-30060100	45-38-350	200 N OVERPASS SETTLEMENT	.00	.00	.00
400-100100-30060100	45-38-400	200 NORTH AND ANGEL	67,355.00	.00	.00
400-100100-30060100	45-38-410	200 N & Angel - Hill Farms	.00	.00	.00
Total MISCELLANEOUS:			905,220.00	.00	.00
TRANSFERS, CONTRIBUTIONS, SURP					
400-100000-30040201	45-39-700	TRANSPORTATION IMPACT FEE	.00	.00	.00
400-100000-30040201	45-39-750	PUBLIC SAFETY IMPACT FEES	.00	.00	.00
400-100000-30040201	45-39-775	Fire Impact Fee	.00	.00	.00
400-100000-30040201	45-39-800	PARKS IMPACT FEES	215,025.00	358,000.00	208,000.00
400-100000-22000000	45-39-900	FUND BALANCE	.00	900,000.00	750,000.00
Total TRANSFERS, CONTRIBUTIONS, SURP:			215,025.00	1,258,000.00	958,000.00
Department: 45					
400-100000-40080400	45-45-700	BARNES PARK NW RESTROOM	.00	.00	.00
Total Department: 45:			.00	.00	.00
HERITAGE PARK					
400-100000-40080400	45-50-710	SPECIAL PROJECT HERITAGE PARK	.00	.00	.00
400-100000-40080400	45-50-750	HERITAGE PARK PROPERTY	.00	.00	.00
400-100000-40080400	45-50-760	MILL WHEEL/PARK ENTRANCE SIGN	.00	.00	.00
400-100000-40080400	45-50-761	HERITAGE PARK PARKING LOI	.00	.00	.00
Total HERITAGE PARK:			.00	.00	.00
Department: 51					
400-100000-40080400	45-51-100	CITY HALL RENOVATION	260,775.79	.00	.00
400-100000-40020103	45-51-200	FIBER TO HOME PROJECT PLANNING	40,932.00	.00	.00
Total Department: 51:			301,707.79	.00	.00
POLICE STATION					
400-100100-40080400	45-54-310	PROFESSIONAL AND TECHNICAL	.00	.00	.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
400-100000-40080400	45-54-750	CONSTRUCTION CONTRACT - WADM	.00	.00	.00
Total POLICE STATION:			.00	.00	.00
RAIL TRAIL					
400-100100-40080500	45-55-730	Rail Trail - Phase 2	31,521.80	.00	.00
Total RAIL TRAIL:			31,521.80	.00	.00
Department: 56					
400-100000-40050602	45-56-750	CITY HALL HVAC SYSTEM	.00	.00	.00
400-100100-40050602	45-56-755	CITY HALL VIDEO SOUND	.00	.00	.00
400-100000-40050602	45-56-757	CITY OFFICE BUILDINGS DESIGN	.00	.00	.00
400-100000-40050602	45-56-758	CITY HALL DOOR ACCESS SYSTEM	.00	.00	.00
400-100000-40050602	45-56-800	LIBRARY BUILDING RENOVATION	.00	.00	.00
400-100000-40050602	45-56-900	ANGEL STREET & 200 NORTH	.00	.00	.00
Total Department: 56:			.00	.00	.00
Department: 57					
400-100000-40050602	45-57-100	Ladder Truck Purchase	837,865.00	.00	.00
Total Department: 57:			837,865.00	.00	.00
RECREATION BUILDING					
400-100000-40050602	45-60-720	RECREATION CENTER	.00	.00	.00
Total RECREATION BUILDING:			.00	.00	.00
PUBLIC WORKS					
400-100000-40080400	45-66-710	FLINT, 900 WEST & CLOVER MEADO	.00	.00	.00
400-100100-40080000	45-66-750	NORTH MAIN 300 WEST AND MAIN	.00	.00	.00
400-100000-40080400	45-66-757	200 N & Fairfield Intersection	.00	.00	.00
400-100000-40080400	45-66-758	200 N & Flint Intersection	.00	.00	.00
400-100000-40080400	45-66-760	ANGEL STREET	.00	.00	.00
400-100000-40080400	45-66-865	300 WEST & MAIN	.00	.00	.00
400-100000-40080400	45-66-875	FAIRFIELD & 200 NORTH	.00	.00	.00
400-100000-40080400	45-66-880	Burton Lane Project	.00	.00	.00
400-100000-40080400	45-66-890	Shepherd Lane	.00	.00	.00
400-100000-40080400	45-66-895	SUNSET DRIVE PROJECT	.00	.00	.00
400-100000-40080400	45-66-900	RAIL TRAIL PROJECT	5,510.00	.00	.00
400-100000-40080400	45-66-910	50 WEST RAIL TRAIL	120,604.17	.00	.00
400-100000-40080400	45-66-920	MAIN STREET SIDEWALK NICHOLS	38,587.69	.00	.00
400-100000-40080400	45-66-930	200 NORTH BRIDGE SETTLEMENT	136,098.50	900,000.00	750,000.00
400-100000-40080400	45-66-950	BOTANICAL CENTER	.00	.00	.00
Total PUBLIC WORKS:			300,800.36	900,000.00	750,000.00
Department: 67					
400-100100-40080504	45-67-050	DOCUMENT MANAGEMENT SYSTEM	.00	.00	.00
400-100000-40080504	45-67-100	PHONE SYSTEM	.00	.00	.00
400-100000-40080504	45-67-150	AUDIO VIDEO SYSTEM	.00	.00	.00
Total Department: 67:			.00	.00	.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
PIONEER PARK					
400-100100-40080300	45-74-730	PLAYGROUND EQUIPMENT	9,065.36	.00	.00
Total PIONEER PARK:			9,065.36	.00	.00
BARNES PARK IMPROVEMENTS					
400-100100-40020100	45-75-100	PIONEER PARK DESIGN PHASE 1	438,145.93	75,000.00	.00
400-100100-40020100	45-75-200	PICKLEBALL COURTS LIGHTING	.00	75,000.00	.00
400-100100-40020100	45-75-210	Pickleball Donation Expense	.00	.00	.00
Total BARNES PARK IMPROVEMENTS:			438,145.93	150,000.00	.00
Department: 90					
400-100000-40110100	45-90-715	TRANSFER TO DEBT SERV PIONEER	208,000.00	208,000.00	208,000.00
400-100100-40110100	45-90-716	Transfer Fund Balance Road	298,950.00	.00	.00
400-100000-40110100	45-90-725	TRANSFER TO MBA	.00	.00	.00
Total Department: 90:			506,950.00	208,000.00	208,000.00
CAPITAL PROJECTS FUND Revenue Total:			1,425,150.50	1,258,000.00	958,000.00
CAPITAL PROJECTS FUND Expenditure Total:			2,426,056.24	1,258,000.00	958,000.00
Net Total CAPITAL PROJECTS FUND:			1,000,905.74-	.00	.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
WATER UTILITY FUND					
REVENUE					
501-300902-30040405	51-37-100	WATER SALES	2,954,621.92	2,930,000.00	2,970,000.00
501-300902-30040405	51-37-120	NON-RECIPROCAL UTILITY REVENUE	32,442.06	40,000.00	40,000.00
501-300902-30040204	51-37-130	CONNECTION FEES	52,129.50	45,000.00	45,000.00
501-300902-30040405	51-37-140	RENTAL - WATER	200.40	.00	.00
501-300901-30040201	51-37-150	IMPACT FEES	147,581.00	.00	.00
501-100100-30040200	51-37-250	SPECIAL REVENUE TANK DESIGN	77,837.00	.00	1,600,000.00
501-300901-30060000	51-37-550	REPAIR FEES / MISC	4,450.55	.00	.00
501-300901-30060700	51-37-650	DEVELOPER'S NON CASH CONTRIBU	532,110.00	.00	.00
501-100100-30040200	51-37-660	WATER EXTENSION FEES	.00	.00	.00
501-100000-30070300	51-37-740	SALE OF EQUIPMENT	.00	.00	.00
Total REVENUE:			3,801,372.43	3,015,000.00	4,655,000.00
MISCELLANEOUS					
501-300901-30060100	51-38-100	INTEREST EARNINGS	37,522.99	5,000.00	5,000.00
501-300901-30060000	51-38-310	WATER METER RENTALS	6,148.46	3,000.00	3,000.00
501-300901-30070300	51-38-400	SALE OF ASSET	.00	.00	.00
501-300902-22000000	51-38-700	CONT. RETAINED EARNINGS	.00	.00	.00
501-300901-30070000	51-38-750	OTHER FINANCING SOURCES	.00	.00	.00
501-300902-30060000	51-38-800	MISCELLANEOUS REVENUES	.00	.00	.00
Total MISCELLANEOUS:			43,671.45	8,000.00	8,000.00
EXPENDITURES					
501-300902-40010100	51-40-110	SALARIES AND WAGES	489,157.30	560,000.00	565,100.00
501-300902-40010100	51-40-112	Payroll Accural- Wages Expense	.00	.00	.00
501-300902-40010102	51-40-120	WAGES - PART TIME	37,034.55	1,625.00	.00
501-300902-40010200	51-40-130	EMPLOYEE BENEFITS	83,556.68	325,000.00	309,000.00
501-300902-40010200	51-40-132	Payroll Accural- Benefits	.00	.00	.00
501-300901-40010200	51-40-150	EMPLOYEE APPRECIATION ALLOWAN	3,898.90	4,500.00	.00
501-300901-40050400	51-40-210	BOOKS, SUB., AND MEMBERSHIPS	.00	2,000.00	2,000.00
501-300901-40020400	51-40-220	PUBLIC NOTICES	2,365.56	2,000.00	2,000.00
501-300901-40020900	51-40-230	TRAVEL	.00	2,000.00	3,000.00
501-300902-40050100	51-40-240	OFFICE SUPPLIES AND EXPENSE	8,202.10	10,000.00	12,000.00
501-300902-40050100	51-40-241	COMPUTERS - OFFICE SUPPLIES	1,817.09	.00	.00
501-300902-40050800	51-40-250	EQUIP. SUPPLIES AND MNT.	21,224.25	26,000.00	25,000.00
501-300902-40050800	51-40-251	HEAVY TRUCK- SUPPLIES & MNT	136.27	.00	.00
501-300902-40050800	51-40-252	LIGHT VEHICLES- SUPPLIES & MNT	3,944.33	.00	.00
501-300902-40050800	51-40-253	HEAVY EQUIPMENT- SUPPLIES & MN	4,057.75	.00	.00
501-300901-40050601	51-40-260	BLDGS. & GROUND SUP. & MNT.	18.36	1,000.00	1,000.00
501-300901-40030000	51-40-270	UTILITIES	2,899.98	3,000.00	3,500.00
501-300901-40030400	51-40-280	TELEPHONE	8,983.40	8,000.00	8,000.00
501-300902-40050800	51-40-290	METER READER EQUIPMENT	.00	2,000.00	2,000.00
501-300901-40020100	51-40-310	PROFESSIONAL & TECHNICAL	45,695.97	30,000.00	40,000.00
501-300901-40020100	51-40-311	SAMPLING & COMPLIANCE-PROF & T	6,086.56	.00	.00
501-300901-40020100	51-40-321	IMPACT FEE/ CAPITAL FACILITIES	36,196.24	.00	.00
501-300901-40020900	51-40-330	EDUCATION AND TRAINING	6,183.50	7,500.00	7,500.00
501-300902-40050700	51-40-460	WATER PURCHASES	577,284.76	650,000.00	700,000.00
501-300902-40050200	51-40-480	SPECIAL DEPARTMENT SUPPLIES	24,895.65	95,000.00	100,000.00
501-300902-40050200	51-40-483	SMALL TOOL- SPECIAL DEPT SUPPL	16,406.66	.00	.00
501-300902-40050200	51-40-484	PPE & CLOTHING- SPECIAL DEPT S	1,771.57	.00	.00
501-300902-40050200	51-40-485	BARRICADE RENTALS-SPEICAL DEPT	2,081.03	.00	.00
501-300902-40050200	51-40-487	FITTINGS/NUTS- SPECIAL DEPT S	9,708.46	.00	.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
501-300902-40050200	51-40-488	PIPE INSTALL MNT- SPECIAL DEPT	584.56	.00	.00
501-300902-40050200	51-40-489	VALVES, MAN HOLES- SPECIAL DEP	2,234.90	.00	.00
501-300902-40050200	51-40-490	ROAD/YARD REPAIR-SPECIAL DEPT	231.29	.00	.00
501-300901-40020300	51-40-510	INSURANCE	24,367.75	33,750.00	35,000.00
501-300901-40140000	51-40-540	BAD DEBT EXPENSE	1,858.84	6,000.00	6,000.00
501-300902-40021200	51-40-560	EQUIPMENTAL RENTAL	.00	5,000.00	6,500.00
501-301402-40021000	51-40-580	BANK CHARGES	12,252.01	12,000.00	12,000.00
501-300901-40090000	51-40-590	ADMINISTRATION CHARGES	168,000.00	170,000.00	170,000.00
501-300902-40050200	51-40-610	WATER METER SUPPLIES	242,062.01	7,000.00	150,000.00
501-300902-40050200	51-40-611	RESIDENTIAL METERS- WATER METE	.00	.00	.00
501-300902-40050200	51-40-612	FIRE HYDRANT METERS-WATER MET	.00	.00	.00
501-300902-40020100	51-40-645	BLUE STAKE REQUESTS	1,295.86	4,500.00	3,500.00
501-300901-40120000	51-40-650	DEPRECIATION	593,927.00	.00	.00
501-300901-40080000	51-40-736	Special Project Dentist 200 N	.00	20,000.00	.00
501-300902-40080500	51-40-740	CAPITAL OUTLAY - EQUIPMENT	36,000.67	140,000.00	.00
501-300902-40080300	51-40-750	IMPROVEMENTS	.00	.00	.00
501-300902-40080300	51-40-752	200 NORTH / FLINT WATER LINE	.00	400,000.00	.00
501-300902-40080300	51-40-753	PRV UPGRADES	.00	15,000.00	.00
501-300902-40080500	51-40-754	COMMERCIAL METERS - DIGITAL	1,059,104.85	600,000.00	.00
501-300902-40080300	51-40-755	HYDRANT UPGRADES	14.40	60,000.00	60,000.00
501-300902-40050601	51-40-756	WATER TANKS MAINTENANCE	5,610.00	15,000.00	25,000.00
501-100100-40080300	51-40-757	HWY 89 WATER LINE REPAIR	.00	.00	.00
501-100100-40080300	51-40-758	Salt Storage	.00	.00	.00
501-100100-40080300	51-40-759	WATER TANK AND DISTRIBUTION	16,891.90	30,000.00	30,000.00
501-300902-40080300	51-40-760	WATER TANK DESIGN AND CONSTRU	82,843.00	.00	.00
501-300902-40080300	51-40-761	ASPHALT/CONCRETE CRUSHING	.00	40,000.00	.00
501-300902-40080300	51-40-762	MONTICELLO IMPROVEMENTS REPAI	.00	.00	.00
501-100100-40080300	51-40-764	CLOVER MEADOWS WATER LINE	.00	.00	.00
501-100100-40080300	51-40-765	WATER LINE REPLACEMENT	294,786.64	630,000.00	.00
501-300902-40050601	51-40-766	Water Tank Construction	.00	.00	1,600,000.00
501-300902-40050601	51-40-767	Air Vac Upgrades	.00	.00	45,000.00
501-300902-40050601	51-40-768	Sampling Stations	.00	.00	20,000.00
501-300902-40050601	51-40-769	Chlorinators	.00	.00	200,000.00
501-300902-40050601	51-40-770	Material Processing	.00	.00	374,000.00
501-300902-40050601	51-40-771	US 89 Betterments	.00	.00	.00
501-300902-40020100	51-40-790	TELEMETRY PROJECT	2,423.60	5,000.00	.00
501-300901-40090000	51-40-820	INFORMATION SYSTEMS SERVICES	75,000.00	78,000.00	78,000.00
501-300901-40090000	51-40-830	FLEET MGMT SERVICES	25,000.00	25,000.00	25,000.00
501-300901-40030000	51-40-880	NON-RECIPROCAL UTILITY TRANSFE	32,442.06	40,000.00	40,000.00
501-300801-40010200	51-40-890	ACTURAL CALCULATED PENSION	98,958.64	.00	.00
501-300901-22050000	51-40-930	RETAINED EQUITY	.00	1,042,875.00-	2,900.00
Total EXPENDITURES:			4,169,496.90	3,023,000.00	4,663,000.00
WATER UTILITY FUND Revenue Total:			3,845,043.88	3,023,000.00	4,663,000.00
WATER UTILITY FUND Expenditure Total:			4,169,496.90	3,023,000.00	4,663,000.00
Net Total WATER UTILITY FUND:			324,453.02-	.00	.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
SEWER UTILITY FUND					
REVENUE					
502-300801-30040403	52-37-120	NON-RECIPROCAL UTILITY REVENUE	4,884.00	5,000.00	5,000.00
502-300801-30040403	52-37-310	SERVICE CHARGES	31,288.61	.00	.00
502-300801-30040403	52-37-350	TREATMENT CHARGES	2,293,410.57	2,615,000.00	2,620,100.00
Total REVENUE:			2,329,583.18	2,620,000.00	2,625,100.00
MISCELLANEOUS					
502-300801-30060100	52-38-100	INTEREST EARNINGS	9,129.55	.00	.00
Total MISCELLANEOUS:			9,129.55	.00	.00
EXPENDITURES					
502-300801-40010100	52-40-110	SALARIES AND WAGES	3,247.96	6,500.00	4,600.00
502-300801-40010100	52-40-112	Payroll Accural- Wages Expense	.00	.00	.00
502-300801-40010102	52-40-120	WAGES - PART TIME	.00	.00	.00
502-300801-40010200	52-40-130	EMPLOYEE BENEFITS	1,703.35	2,300.00	2,400.00
502-300801-40010200	52-40-132	Payroll Accural- Benefits	.00	.00	.00
502-100100-40050100	52-40-240	OFFICE SUPPLIES AND EXPENSE	.00	.00	.00
502-300801-40050800	52-40-250	EQUIP. SUPPLIES AND MNT.	1,491.25	6,000.00	6,000.00
502-100100-40050200	52-40-480	SPECIAL DEPARTMENT SUPPLIES	.00	.00	.00
502-300801-40140000	52-40-540	BAD DEBT EXPENSE	793.43	.00	.00
502-301402-40021000	52-40-580	BANK CHARGES	9,676.95	.00	.00
502-300801-40090000	52-40-590	ADMINISTRATIVE CHARGES	65,000.00	67,500.00	67,500.00
502-300801-40120000	52-40-650	DEPRECIATION EXPENSES	688.00	.00	.00
502-100100-40080300	52-40-750	PROJECTS	.00	.00	.00
502-100100-40080000	52-40-790	CAPITAL OUTLAY - OTHER	.00	.00	.00
502-300801-40030000	52-40-880	NON-RECIPROCAL UTILITY SERVICE	4,884.00	5,000.00	5,000.00
502-300801-40050700	52-40-910	TRANSFER CENTRAL DAVIS SEWER	2,206,236.18	2,532,700.00	2,539,600.00
Total EXPENDITURES:			2,293,721.12	2,620,000.00	2,625,100.00
SEWER UTILITY FUND Revenue Total:			2,338,712.73	2,620,000.00	2,625,100.00
SEWER UTILITY FUND Expenditure Total:			2,293,721.12	2,620,000.00	2,625,100.00
Net Total SEWER UTILITY FUND:			44,991.61	.00	.00

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ELECTRIC UTILITY FUND					
REVENUE					
503-301402-30040405	53-37-510	ELECTRICITY SALES - TAXABLE	11,879,072.09	12,600,000.00	12,612,000.00
503-301402-30040405	53-37-511	ELECTRICITY SALES - EXEMPT	1,942,609.95	2,152,000.00	2,152,000.00
503-301402-30010304	53-37-512	ENERGY USE TAX	823,718.56	885,000.00	885,000.00
503-301402-30040401	53-37-550	REPAIR FEES	19,035.52	20,000.00	20,000.00
503-301402-30040400	53-37-580	RENTAL POLE ATTACHMENTS	.00	30,000.00	30,000.00
503-301401-30040000	53-37-590	TELECOMMUNICAIONS EXTENSION	.00	.00	.00
503-301401-30040201	53-37-600	IMPACT FEES	187,036.70	.00	.00
503-301401-30040401	53-37-620	TESCO - SURGE PROTECTORS	.00	.00	.00
503-301402-30040401	53-37-625	GENERLING GENERATOR ADAPTER	20,800.15	20,000.00	20,000.00
503-301402-30040401	53-37-630	REFUNDS AND SAVINGS UAMPS/ICPA	18,352.52	.00	.00
503-301401-30040204	53-37-650	RECONNECT CHARGES	6,290.00	6,000.00	6,000.00
503-301401-30040204	53-37-651	TEMPORARY CONNECTION FEES	82,797.77	75,000.00	75,000.00
503-301401-30040000	53-37-660	EXTENSION FEES	356,646.44	500,000.00	500,000.00
503-301401-30040000	53-37-661	50 WEST EXTENSION FEES	.00	.00	.00
503-301401-30040000	53-37-662	MAIN STREET EXTENSION	.00	.00	.00
503-301401-30040000	53-37-665	SYSTEM MODIFICATIONS -	.00	.00	.00
503-300902-30040405	53-37-670	NON-RECIPROCAL UTILITY REVENUE	220,930.00	200,000.00	200,000.00
503-301402-30040405	53-37-800	ELECTRIC SERVICES FROM GENERA	.00	.00	.00
Total REVENUE:			15,557,289.70	16,488,000.00	16,500,000.00
MISCELLANEOUS					
503-301401-30060100	53-38-100	INTEREST EARNINGS	88,360.98	75,000.00	75,000.00
503-301401-30040400	53-38-200	PENALTIES - DELINQUENT ACCTS.	35,655.72	40,000.00	40,000.00
503-301401-30070300	53-38-400	SALE OF ASSETS	.00	.00	.00
503-301401-30070300	53-38-500	SALE OF ASSETS AND MATERIALS	.00	.00	.00
503-301401-30070300	53-38-800	SALE OF PROPERTY	.00	.00	.00
503-301401-30060700	53-38-850	CONTRIBUTION	.00	.00	.00
503-301401-30060000	53-38-901	MISCELLANEOUS	7,793.05	.00	.00
503-100000-22050000	53-38-990	RETAINED EQUITY	.00	235,765.00	113,350.00
Total MISCELLANEOUS:			131,809.75	350,765.00	228,350.00
Source: 39					
503-301401-3040900	53-39-975	TRANSFER INTERFUND UTILITY SER	.00	.00	.00
Total Source: 39:			.00	.00	.00
EXPENDITURES					
503-301402-40010100	53-40-110	SALARIES - MAINTENANCE	1,168,419.32	980,000.00	942,500.00
503-301402-40010102	53-40-111	WAGES PART TIME	.00	40,000.00	40,000.00
503-301402-40010100	53-40-112	Payroll Accural- Wages Expense	.00	.00	.00
503-301402-40010100	53-40-120	SALARIES - NEW CONSTRUCTION	.47	420,000.00	420,000.00
503-301402-40010200	53-40-130	EMPLOYEE BENEFITS	230,750.07	657,000.00	684,000.00
503-301402-40010200	53-40-132	Payroll Accural- Benefits Expe	.00	.00	.00
503-301401-40010200	53-40-150	EMPLOYEE APPRECIATION ALLOWAN	3,562.80	4,500.00	4,500.00
503-301402-40020100	53-40-190	POWER BOARD EXPENSES	1,525.04	10,000.00	10,000.00
503-301401-40050400	53-40-210	BOOKS, SUB., AND MEMBERSHIPS	269.96	3,000.00	66,750.00
503-301401-40020400	53-40-220	PUBLIC NOTICES	207.00	1,000.00	1,000.00
503-301402-40020900	53-40-230	TRAVEL	884.11	5,000.00	5,000.00
503-301402-40050100	53-40-240	OFFICE SUPPLIES AND EXPENSE	7,906.74	20,000.00	20,000.00
503-301402-40050800	53-40-250	EQUIP. SUPPLIES AND MNT.	38,927.20	45,000.00	45,000.00
503-301402-40050602	53-40-260	BLDGS. & GROUND SUP. & MNT.	117.43	2,000.00	2,000.00

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503-301402-40030000	53-40-270	UTILITIES	2,900.04	4,000.00	4,000.00
503-301402-40030400	53-40-280	TELEPHONE	17,077.57	15,000.00	15,000.00
503-301402-40020100	53-40-310	PROFESSIONAL & TECHNICAL	11,283.98	127,000.00	127,000.00
503-301402-40020100	53-40-311	PROFESSIONAL ANSWERING SERVIC	1,587.00	2,600.00	2,600.00
503-100100-40020100	53-40-320	IMPACT FEE ANALYSIS 2012	10,306.27	.00	.00
503-301402-40020900	53-40-330	EDUCATION AND TRAINING	28,082.48	25,000.00	25,000.00
503-301402-40050700	53-40-460	POWER PURCHASES	9,852,199.56	9,566,000.00	10,350,000.00
503-301402-40170200	53-40-470	INTEREST EXPENSE	.00	.00	.00
503-301402-40050200	53-40-480	SPECIAL DEPARTMENT SUPPLIES	46,358.79	80,000.00	80,000.00
503-301402-40050700	53-40-484	GENERLINK GENERATOR ADAPTER	11,379.00	20,000.00	20,000.00
503-301402-40080300	53-40-485	200 N RESTORATION	.00	.00	.00
503-301401-40020300	53-40-510	INSURANCE	42,880.43	63,750.00	.00
503-301401-40140000	53-40-540	BAD DEBT EXPENSE	16,190.33	.00	.00
503-301402-40021200	53-40-560	EQUIPMENT RENTAL	.00	6,000.00	6,000.00
503-301402-40021000	53-40-580	BANK CHARGES (Credit Cards)	64,081.03	50,000.00	50,000.00
503-301402-40090000	53-40-590	ADMINISTRATIVE CHARGES	198,000.00	200,000.00	200,000.00
503-301402-40080300	53-40-610	SUBSTATION MAINTENANCE	95,270.94	80,000.00	80,000.00
503-301402-40050200	53-40-620	SERVICES / SUBSTATION CONTRACT	.00	80,000.00	80,000.00
503-301402-40020100	53-40-625	CONTRACT - TREE TRIMMING	219,497.22	285,000.00	285,000.00
503-301402-40080100	53-40-629	ECONOMIC DEVELOPMENT	.00	.00	.00
503-301401-40020100	53-40-645	BLUE STAKE REQUESTS	2,591.73	2,500.00	2,500.00
503-301402-40120000	53-40-650	DEPRECIATION	953,252.00	.00	.00
503-100100-40080100	53-40-710	CAPITAL OUTLAY - LAND	.00	.00	.00
503-100100-40080200	53-40-722	CAPITAL ADVANCED METERING	104,274.21	698,915.00	200,000.00
503-301402-40050600	53-40-723	STREET LIGHT LED PROJECT	.00	430,000.00	200,000.00
503-301402-40050600	53-40-730	IMPROVEMENTS - MAINTENANCE	262,467.73	750,000.00	750,000.00
503-301402-40080400	53-40-731	IMPROVEMENTS - NEW LINE CONST	.41-	500,000.00	500,000.00
503-100100-40080300	53-40-732	SUBSTATIONS	.00	.00	.00
503-100100-40080300	53-40-735	200 NORTH SUBSTATION REBUILD	.00	.00	.00
503-301401-40080500	53-40-740	CAPITAL OUTLAY - EQUIPMENT	246.59	155,000.00	.00
503-301402-40050800	53-40-745	EQUIPMENT - HAND TOOLS	13,240.06	85,000.00	85,000.00
503-301402-40020100	53-40-751	CONTRACT LABOR	.00	150,000.00	150,000.00
503-100100-40080300	53-40-760	SUBSTATION FIBER PROJECT	.00	.00	.00
503-301401-40080500	53-40-761	AMI PROJECT	.00	.00	.00
503-301402-40080000	53-40-810	EQUIPMENT LEASE PAYMENT	9,900.00	10,000.00	10,000.00
503-301402-40090000	53-40-820	INFORMATION SYSTEMS SERVICES	125,000.00	128,000.00	128,000.00
503-301402-40090000	53-40-830	FLEET MGMT SERVICES	52,500.00	52,500.00	52,500.00
503-301402-40030000	53-40-880	NON-RECIPROCAL UTILITY TRANSFE	220,930.00	200,000.00	200,000.00
503-300801-40010200	53-40-890	ACTURAL CALCULATED PENSION	233,902.24	.00	.00
503-301401-40040200	53-40-920	ENERGY SALES AND USE TAX	660,130.52	860,000.00	860,000.00
503-301402-40040100	53-40-930	PAYMENT IN LIEU OF PROP TAX	26,391.58	25,000.00	25,000.00
Total EXPENDITURES:			14,734,491.03	16,838,765.00	16,728,350.00
Department: 90					
503-100100-40050600	53-90-983	WIND STORM	.00	.00	.00
503-100000-22050000	53-90-990	FUND BALANCE	.00	.00	.00
Total Department: 90:			.00	.00	.00
ELECTRIC UTILITY FUND Revenue Total:			15,689,099.45	16,838,765.00	16,728,350.00
ELECTRIC UTILITY FUND Expenditure Total:			14,734,491.03	16,838,765.00	16,728,350.00
Net Total ELECTRIC UTILITY FUND:			954,608.42	.00	.00

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PRESSURE IRRIGATION FUND					
REVENUE					
504-301202-30040403	54-37-100	SERVICE FEES - UTILITY	1,267,756.48	1,280,000.00	1,280,000.00
504-301202-30040403	54-37-110	P.I. SERVICE - SEASON CHARGE	6,658.52	.00	.00
Total REVENUE:			1,274,415.00	1,280,000.00	1,280,000.00
MISCELLANEOUS					
504-301201-30060100	54-38-100	INTEREST EARNINGS	1,744.76	.00	.00
Total MISCELLANEOUS:			1,744.76	.00	.00
EXPENDITURES					
504-301202-40010100	54-40-110	SALARIES AND WAGES	2,509.78	4,120.00	3,500.00
504-301202-40010102	54-40-120	WAGES PART TIME	1,387.60	.00	.00
504-301202-40010200	54-40-130	EMPLOYEE BENEFITS	1,075.02	1,880.00	2,000.00
504-301202-40050100	54-40-250	EQUIP. SUPPLIES AND MNT.	1,491.25	1,500.00	2,000.00
504-301201-40140000	54-40-540	BAD DEBT EXPENSE	961.07	.00	.00
504-301402-40021000	54-40-580	BANK CHARGES	5,272.65	.00	.00
504-301202-40090000	54-40-590	ADMINISTRATIVE CHARGES	65,000.00	67,500.00	67,500.00
504-301201-40120000	54-40-650	DEPRECIATION	.00	.00	.00
504-301202-40050700	54-40-910	PAYMENTS TO DAVIS AND WEBER	1,184,455.07	1,205,000.00	1,205,000.00
Total EXPENDITURES:			1,262,152.44	1,280,000.00	1,280,000.00
PRESSURE IRRIGATION FUND Revenue Total:			1,276,159.76	1,280,000.00	1,280,000.00
PRESSURE IRRIGATION FUND Expenditure Total:			1,262,152.44	1,280,000.00	1,280,000.00
Net Total PRESSURE IRRIGATION FUND:			14,007.32	.00	.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
SANITATION UTILITY FUND					
REVENUE					
505-301001-30040403	55-37-120	NON-RECIPROCAL UTILITY REVENUE	12,180.00	11,600.00	11,600.00
505-301001-30060700	55-37-650	NON CASH CONTRIBUITONS	.00	.00	.00
505-301001-30040403	55-37-700	SANITATION FEES	1,373,129.99	1,640,000.00	1,769,000.00
505-301001-30040403	55-37-710	RECYCLE FEES	619,942.85	625,000.00	625,000.00
Total REVENUE:			2,005,252.84	2,276,600.00	2,405,600.00
MISCELLANEOUS					
505-301001-30060100	55-38-100	INTEREST EARNINGS	13,347.80	.00	.00
505-301001-30060000	55-38-900	MISCELLANEOUS	.00	.00	.00
Total MISCELLANEOUS:			13,347.80	.00	.00
EXPENDITURES					
505-301001-40010100	55-40-110	SALARIES AND WAGES	19,489.35	22,285.00	21,700.00
505-301001-40010100	55-40-112	Payroll Accural- Wages Expense	.00	.00	.00
505-301001-40010102	55-40-120	WAGES - PART TIME	362.50	8,940.00	.00
505-301001-40010200	55-40-130	BENEFITS	15,826.92	16,650.00	16,300.00
505-301001-40010200	55-40-132	Payroll Accural- Benefits Expe	.00	.00	.00
505-301001-40020100	55-40-250	EQUIPMENT, SUPPLIES, MNT.	640.09	5,000.00	5,000.00
505-301001-40020100	55-40-251	HEAVY TRUCK - SUPPLIES & MNT	.00	.00	.00
505-301001-40020100	55-40-252	LIGHT VEHICLES- SUPPLIES & MNT	.00	.00	.00
505-301001-40020100	55-40-255	SWEEPER- SUPPLIES & MNT	.00	.00	.00
505-301001-40170200	55-40-470	Interest Expense	.00	.00	.00
505-301001-40050200	55-40-480	SPECIAL DEPARTMENT SUPPLIES	.00	10,000.00	10,000.00
505-301001-40020300	55-40-510	INSURANCE	2,441.98	4,125.00	6,000.00
505-301001-40140000	55-40-540	BAD DEBT EXPENSE	1,311.00	20,000.00	20,000.00
505-301402-40021000	55-40-580	BANK CHARGES	8,298.63	8,000.00	8,000.00
505-301001-40090000	55-40-590	ADMINISTRATIVE CHARGES	100,000.00	105,000.00	105,000.00
505-301004-40050700	55-40-610	WASTE SERVICES	17,238.01-	35,000.00	35,000.00
505-301004-40020700	55-40-620	COLLECTION CONTRACT	479,573.09	465,000.00	495,000.00
505-301003-40050700	55-40-621	RECYCLE COLLECTION	290,985.63	285,000.00	372,000.00
505-301003-40050700	55-40-622	Green Waste Collection	195,150.50	195,000.00	215,000.00
505-301004-40050700	55-40-630	DISPOSAL CHARGES	741,343.48	1,020,000.00	1,020,000.00
505-301001-40120000	55-40-650	DEPRECIATION	103,050.00	.00	.00
505-301001-40080500	55-40-820	TOTER RECYCLE CARTS	.06-	60,000.00	60,000.00
505-301001-40090000	55-40-830	FLEET MGMT SERVICES	5,000.00	5,000.00	5,000.00
505-301001-40030000	55-40-880	NON- RECIPROCAL UTILITY SERVIC	12,180.00	11,600.00	11,600.00
505-300801-40010200	55-40-890	ACTURAL CALCULATED PENSION EX	.00	.00	.00
Total EXPENDITURES:			1,958,415.10	2,276,600.00	2,405,600.00
Department: 90					
505-301001-22050000	55-90-990	FUND BALANCE	.00	.00	.00
Total Department: 90:			.00	.00	.00
SANITATION UTILITY FUND Revenue Total:			2,018,600.64	2,276,600.00	2,405,600.00
SANITATION UTILITY FUND Expenditure Total:			1,958,415.10	2,276,600.00	2,405,600.00
Net Total SANITATION UTILITY FUND:			60,185.54	.00	.00

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
STORM WATER					
REVENUE					
506-300801-30040403	56-37-100	STORM WATER FEES	1,184,094.01	1,189,000.00	1,193,400.00
506-301400-30040403	56-37-120	NON-RECIPROCAL UTILITY REVENUE	26,643.02	25,000.00	25,000.00
506-300801-30040403	56-37-130	STORM WATER CONNECTION FEES	.00	.00	.00
506-300801-30040403	56-37-150	MISC STORM DRAIN REVENUES	.00	.00	.00
506-300801-30060700	56-37-650	DEVELOPER'S NON CASH CONTRIBU	736,893.00	.00	.00
Total REVENUE:			1,947,630.03	1,214,000.00	1,218,400.00
Source: 38					
506-300800-30060100	56-38-100	INTEREST EARNED	22,151.44-	20,000.00-	20,000.00-
506-100100-22050000	56-38-700	CONTRIBUTION RETAINED EARNING	.00	.00	60,000.00
506-300800-30060000	56-38-900	STORM WATER SUNDRY REVENUES	.00	.00	.00
506-300800-30060000	56-38-901	MISCELLANEOUS REVENUE	.00	.00	.00
Total Source: 38:			22,151.44-	20,000.00-	40,000.00
EXPENDITURES					
506-300801-40010100	56-40-110	SALARIES AND WAGES	287,885.78	335,200.00	337,500.00
506-300801-40010100	56-40-112	Payroll Accual- Wages Expense	.00	.00	.00
506-300800-40010102	56-40-120	WAGES - PART TIME	9,593.78	8,000.00	.00
506-300801-40010200	56-40-130	EMPLOYEE BENEFITS	97,163.62	218,000.00	192,000.00
506-300801-40010200	56-40-132	Payroll Accural- Benefits Expe	.00	.00	.00
506-300801-40020400	56-40-220	PUBLIC NOTICES	.00	2,000.00	2,000.00
506-300801-40050100	56-40-240	OFFICE SUPPLIES AND EXPENSE	5,585.42	13,000.00	13,000.00
506-300801-40050100	56-40-241	COMPUTERS, DEVICES-OFFICES SU	2,724.53	.00	.00
506-300801-40050800	56-40-250	EQUIP. SUPPLIES AND MNT.	15,598.03	20,000.00	22,000.00
506-300801-40050800	56-40-252	LIGHT VEHICLES- SUPPLIES & MNT	2,308.50	.00	.00
506-300801-40050800	56-40-253	HEAVY EQUIPMENT- SUPPLIES & MN	7,129.04	.00	.00
506-300801-40050800	56-40-254	VAC TRUCK- SUPPLIES & MNT	.00	.00	.00
506-100100-40050601	56-40-260	BLDGS. & GROUND SUP. & MNT.	18.36	1,000.00	1,000.00
506-300801-40030400	56-40-280	TELEPHONE	6,357.16	4,900.00	5,500.00
506-300801-40020100	56-40-310	PROFESSIONAL & TECHNICAL	66,745.76	38,000.00	45,000.00
506-300801-40050600	56-40-320	INSPECTION AND MAINTENANCE	1,078.84	24,000.00	25,000.00
506-300801-40020900	56-40-330	EDUCATION AND TRAINING	2,410.92	4,000.00	4,000.00
506-300801-40170200	56-40-470	INTEREST EXPENSE	.00	.00	.00
506-300801-40050800	56-40-480	SPECIAL SUPPLIES	16,848.93	28,000.00	30,000.00
506-300801-40050800	56-40-483	SMALL TOOLS- SPECIAL DEPT SUPP	5,425.66	.00	.00
506-300801-40050800	56-40-484	PPE & CLOTHING- SPECIAL DEPT	1,976.13	.00	.00
506-300801-40050800	56-40-485	BARRICADE RENTALS- SPECIAL DEP	.00	.00	.00
506-300801-40050800	56-40-487	FITTINGS/NUTS- SPECIAL DEPT	.00	.00	.00
506-300801-40050800	56-40-488	PIPE PURCH, INST- SPECIAL DEPT	.00	.00	.00
506-300801-40050800	56-40-489	GATES, MAN HOLES- SPECIAL DEPT	1,976.10	.00	.00
506-300801-40050800	56-40-490	ROAD/YARD REPAIR- SPECIAL DEPT	5.60	.00	.00
506-300801-40020800	56-40-495	STORM WATER PERMIT	1,750.00	3,000.00	7,000.00
506-300801-40020300	56-40-510	INSURANCE	36,404.56	6,000.00	35,000.00
506-300801-40080500	56-40-520	EASEMENTS AND AGREEMENTS	.00	.00	.00
506-300801-40140000	56-40-540	BAD DEBT EXPENSE	332.97	.00	.00
506-300801-40021200	56-40-560	EQUIPMENT RENTAL	.00	4,000.00	6,500.00
506-301402-40021000	56-40-580	BANK CHARGES	4,928.19	4,900.00	4,900.00
506-300801-40090000	56-40-590	ADMINISTRATION CHARGES	65,000.00	67,500.00	67,500.00
506-300801-40020100	56-40-610	STORM WATER CONTRACT SERVICE	.00	.00	.00
506-300801-40020100	56-40-620	Storm Water Services	5,211.00	7,000.00	7,000.00
506-300801-40021300	56-40-645	BLUE STAKE REQUESTS	1,295.92	2,000.00	2,000.00

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506-300801-40120000	56-40-650	DEPRECIATION	690,551.00	.00	.00
506-300801-40080500	56-40-740	CAPITAL OUTLAY - EQUIPMENT	25,500.66	120,000.00	.00
506-300801-40080300	56-40-750	CURB AND GUTTER IMPROVEMENTS	40,398.18	70,000.00	80,000.00
506-300801-40080300	56-40-751	STORM DRAIN IMPROVEMENTS	184,983.76	70,000.00	300,000.00
506-100100-40080300	56-40-752	HERITAGE PARK DRAIN FACILITY	.00	20,000.00	7,000.00
506-300801-40080300	56-40-753	LAND DRAIN IMPROVEMENTS	.00	.00	6,000.00
506-100100-40080300	56-40-755	HERITAGE PARK STORM DRAIN	.00	.00	.00
506-100100-40080300	56-40-758	STORM PROJECT (Salt Storage)	.25-	.00	.00
506-100100-40080300	56-40-790	ANGEL STREET IRRIGATION	.00	.00	.00
506-300801-40080500	56-40-810	EQUIPMENT LEASE PAYMENT	.00	65,000.00	.00
506-300801-40090000	56-40-820	INFORMATION SYSTEMS SERVICES	60,000.00	62,000.00	62,000.00
506-300801-40090000	56-40-830	FLEET MGMT SERVICES	11,500.00	11,500.00	11,500.00
506-300801-40030000	56-40-880	NON-RECIPROCAL UTILITY SERVICE	26,643.02	25,000.00	25,000.00
506-300801-40010200	56-40-890	ACTURAL CALCULATED PENSION EX	53,977.44	.00	.00
Total EXPENDITURES:			1,739,308.61	1,234,000.00	1,298,400.00
Department: 90					
506-300801-22050000	56-90-990	FUND BALANCE	.00	40,000.00-	.00
Total Department: 90:			.00	40,000.00-	.00
STORM WATER Revenue Total:			1,925,478.59	1,194,000.00	1,258,400.00
STORM WATER Expenditure Total:			1,739,308.61	1,194,000.00	1,298,400.00
Net Total STORM WATER :			186,169.98	.00	40,000.00-

State Budget Code	Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2020-21 Future year Budget
ROAD UTILITY FUND					
Source: 37					
508-300501-30040405	58-37-100	ROAD UTILITY FEE	1,123,066.83	1,100,000.00	1,100,000.00
508-300501-30040403	58-37-120	NON-RECIPROCAL UTILITY REVENUE	.00	.00	.00
508-300501-30070100	58-37-125	TRANSFER GENERAL FUND BALANC	2,638,161.52	1,200,000.00	.00
508-300501-30010308	58-37-130	LOCAL ACTIVE TRANSPORTATION	.00	350,000.00	.00
508-300501-30010308	58-37-135	PROP ONE GRANT - DAVIS COUNTY	.00	84,000.00	120,000.00
508-201003-30070100	58-37-150	TRANSFER C ROAD & ACTIVE TRANS	.00	.00	.00
508-300500-30040000	58-37-310	Service Charges	14,706.64	.00	.00
508-300500-30030205	58-37-350	PAY BACK AGREEMENTS - STREET	3,100.00	.00	.00
508-300500-30030205	58-37-560	Class C Road Fund Allotment	1,219,336.21	.00	1,200,000.00
508-100000-30010308	58-37-570	Local Option Active Transporta	372,284.75	.00	350,000.00
508-300801-30060700	58-37-650	Developers Contributions	2,421,311.71	.00	.00
508-300901-30040201	58-37-700	Transportation Impact Fee	177,441.63	.00	285,000.00
508-300500-22000000	58-37-900	FUND BALANCE	.00	1,150,500.00	.00
Total Source: 37:			7,969,409.29	3,884,500.00	3,055,000.00
Source: 38					
508-201003-30060100	58-38-100	INTEREST EARNED	10,926.52	.00	.00
508-300801-30060700	58-38-800	FIXED ASSETS CONTRIBUTED GF	61,299,738.60	.00	.00
Total Source: 38:			61,310,665.12	.00	.00
Department: 40					
508-300801-40010100	58-40-110	SALARIES AND WAGES	138,667.93	.00	.00
508-300801-40010200	58-40-130	EMPLOYEE BENEFITS	88,237.53	.00	.00
508-300901-40020400	58-40-220	PUBLIC NOTICES	224.72	.00	.00
508-300500-40140000	58-40-540	Bad Debt Expense	1,652.27	.00	.00
508-301402-40021000	58-40-580	Bank Charges	2,244.28	.00	.00
508-300801-40090000	58-40-590	ADMINISTRATION CHARGES	65,000.00	67,500.00	67,500.00
508-300801-40120000	58-40-650	DEPRECIATION EXPENSE	2,002,751.86	.00	.00
508-300801-40080300	58-40-730	Improvements Misc Projects	37,731.60	.00	30,000.00
508-300801-40080300	58-40-735	KAYSVILLE WILDERNESS PARK BRID	.00	120,000.00	180,000.00
508-300500-40080500	58-40-740	CAPITAL- EQUIPMENT	.00	37,000.00	.00
508-300500-40080400	58-40-745	CRACK SEAL CONTRACT	.00	60,000.00	.00
508-300500-40080400	58-40-750	CURB/SIDEWALK IMPROVEMENTS	.00	70,000.00	.00
508-300501-40080300	58-40-751	MISCELLANEOUS IMPROVEMENTS	54,373.60	.00	.00
508-300501-40080500	58-40-752	SLURRY SEAL	226,337.75	.00	.00
508-300501-40080300	58-40-753	SEAL COAT CONTRACT	1,364,230.55	315,000.00	245,000.00
508-300501-40080300	58-40-754	CHIP SEAL CONTRACT	.00	215,000.00	370,000.00
508-300501-40080300	58-40-755	PAVING PROJECTS	.00	3,000,000.00	275,000.00
508-300501-40080300	58-40-756	21 PROJECT SUNSET PHASE 2	.00	.00	1,300,000.00
508-300501-40080300	58-40-757	21 PROJECTS- NORTH ANGEL	.00	.00	400,000.00
508-300501-40080300	58-40-830	Street Improvements	97,645.35	.00	.00
508-300501-40080300	58-40-850	Shepherd and Sunset (Design)	.00	.00	.00
508-300501-40080300	58-40-860	Angel & 200 N	.00	.00	.00
508-300801-40010200	58-40-890	Pension Expense	26,988.72	.00	.00
508-300500-22000000	58-40-930	FUND BALANCE	.00	.00	187,500.00
Total Department: 40:			4,106,086.16	3,884,500.00	3,055,000.00
ROAD UTILITY FUND Revenue Total:			69,280,074.41	3,884,500.00	3,055,000.00
ROAD UTILITY FUND Expenditure Total:			4,106,086.16	3,884,500.00	3,055,000.00

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Net Total ROAD UTILITY FUND:			65,173,988.25	.00	.00

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AMBULANCE FUND					
Source: 30					
509-201003-30070100	59-30-100	TRANSFER FROM GENERAL FUND	506,000.00	291,000.00	309,550.00
509-201003-30030000	59-30-200	GRANT EMS	4,088.00	4,500.00	4,500.00
Total Source: 30:			510,088.00	295,500.00	314,050.00
REVENUE					
509-201003-30040405	59-37-700	AMBULANCE FEES	399,293.06	585,000.00	589,200.00
Total REVENUE:			399,293.06	585,000.00	589,200.00
MISCELLANEOUS					
509-201003-30060100	59-38-100	INTEREST EARNINGS	.00	.00	.00
Total MISCELLANEOUS:			.00	.00	.00
AMBULANCE SERVICES					
509-201003-40010100	59-40-110	SALARIES	342,306.02	264,250.00	279,600.00
509-201003-40010100	59-40-112	Payroll Accural- Wages Expense	.00	.00	.00
509-201003-40010100	59-40-120	WAGES	38,211.00	.00	.00
509-201003-40010100	59-40-125	ON CALL FIRE FIGHTERS WAGES	143,064.28	115,500.00	115,500.00
509-201003-40010200	59-40-130	EMPLOYEE BENEFITS	80,826.73	165,000.00	163,100.00
509-201003-40010200	59-40-132	Payroll Accural- Benefits Expe	.00	.00	.00
509-201003-40010200	59-40-135	ON CALL FIRE FIGHTERS BENEFITS	17,494.36	12,000.00	12,300.00
509-201003-40050100	59-40-240	OFFICE SUPPLIES AND EXPENSE	181.56	2,000.00	2,000.00
509-201003-40050800	59-40-250	EQUIP. SUPPLIES AND MNT.	19,724.32	25,000.00	30,000.00
509-201003-40030400	59-40-280	TELEPHONE	.00	4,000.00	4,000.00
509-201003-40020100	59-40-310	PROFESSIONAL - MEDICAL ADVISOR	.00	9,000.00	9,000.00
509-201003-40050800	59-40-450	EMS SUPPLIES	18,093.76	34,000.00	34,000.00
509-201003-40020100	59-40-455	DISPATCH SERVICES	.00	.00	.00
509-201003-40170200	59-40-470	INTEREST EXPENSE	2,083.81	.00	.00
509-201003-40020100	59-40-490	BILLING SERVICES	38,987.93	40,000.00	40,000.00
509-201003-40020300	59-40-510	INSURANCE	4,395.56	6,750.00	6,750.00
509-201003-40140000	59-40-540	BAD DEBT EXPENSE	30,007.08	.00	.00
509-201003-40050700	59-40-620	PARAMEDIC SERVICES	28,080.11	50,000.00	50,000.00
509-201003-40040400	59-40-621	STATE AMBULANCE ASSESSMENT	25,393.24	20,000.00	20,000.00
509-201003-40120000	59-40-650	DEPRECIATION	69,202.00	.00	.00
509-201003-40080500	59-40-720	NEW AMBULANCE SUPPLIES	.00	.00	.00
509-201003-40080500	59-40-740	CAPITAL OUTLAY - EQUIPMENT	3,294.83	26,000.00	30,000.00
509-201003-40080500	59-40-810	EQUIPMENT LEASE PAYMENT	.00	89,000.00	89,000.00
509-201003-40090000	59-40-830	FLEET MGMT SERVICES	11,800.00	18,000.00	18,000.00
509-300801-40010200	59-40-890	PENSION EXPENSE	107,216.16	.00	.00
Total AMBULANCE SERVICES:			980,362.75	880,500.00	903,250.00
Department: 90					
509-201003-22050000	59-90-990	FUND BALANCE	.00	.00	.00
Total Department: 90:			.00	.00	.00
AMBULANCE FUND Revenue Total:			909,381.06	880,500.00	903,250.00
AMBULANCE FUND Expenditure Total:			980,362.75	880,500.00	903,250.00

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Net Total AMBULANCE FUND:			70,981.69-	.00	.00

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CEMETERY PERPETUAL CARE					
CHARGES FOR SERVICES					
704-301701-30040300	74-34-900	PERPETUAL CARE FEES	78,285.00	50,000.00	56,500.00
Total CHARGES FOR SERVICES:			78,285.00	50,000.00	56,500.00
MISCELLANEOUS					
704-301701-30060100	74-38-100	INTEREST EARNED	44,490.20	.00	.00
Total MISCELLANEOUS:			44,490.20	.00	.00
EXPENDITURES					
704-201003-40020100	74-40-310	PROFESSIONAL & TECHNICAL	.00	6,500.00	6,500.00
704-301701-40080300	74-40-750	IMPROVEMENTS	65,012.27	40,000.00	50,000.00
704-301701-22050000	74-40-990	FUND BALANCE	.00	3,500.00	.00
Total EXPENDITURES:			65,012.27	50,000.00	56,500.00
CEMETERY PERPETUAL CARE Revenue Total:			122,775.20	50,000.00	56,500.00
CEMETERY PERPETUAL CARE Expenditure Total:			65,012.27	50,000.00	56,500.00
Net Total CEMETERY PERPETUAL CARE:			57,762.93	.00	.00

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BLOOD LIBRARY ENDOWMENT FUND					
CHARGES FOR SERVICES					
701-500400-30070300	81-34-900	SALE PROCEEDS ENDOWMENT	.00	.00	25,000.00
Total CHARGES FOR SERVICES:			.00	.00	25,000.00
MISCELLANEOUS					
701-500400-30060100	81-38-100	INTEREST EARNED	7,218.76	3,500.00	.00
Total MISCELLANEOUS:			7,218.76	3,500.00	.00
EXPENDITURES					
701-500400-40050200	81-40-460	ENDOWMENT FUND EXPENDITURES	50,000.00	.00	25,000.00
701-500400-22050000	81-40-990	FUND BALANCE	.00	3,500.00	.00
Total EXPENDITURES:			50,000.00	3,500.00	25,000.00
BLOOD LIBRARY ENDOWMENT FUND Revenue Total:			7,218.76	3,500.00	25,000.00
BLOOD LIBRARY ENDOWMENT FUND Expenditure Total:			50,000.00	3,500.00	25,000.00
Net Total BLOOD LIBRARY ENDOWMENT FUND:			42,781.24-	.00	.00
Net Grand Totals:			63,763,541.34	.00	40,000.00-

Report Criteria:
- Print Fund Titles
- Page and Total by Fund
- Print Source Titles
- Total by Source
- Print Department Titles
- Total by Department
- All Segments Tested for Total Breaks

KAYSVILLE CITY
COUNCIL MEETING
MINUTES

Thursday, June 18, 2020

Minutes of a Public Hearing held on June 18, 2020 at 6:45 p.m. in the Business Resource Center of the Davis Technical College at 450 South Simmons Way, Kaysville, UT.

Present -

Mayor: Katie Witt

Council Members: Council Member John Swan Adams, Council Member Michelle Barber, Council Member Andre Lortz, Council Member Tamara Tran, and Council Member Mike Blackham

Council Members Excused: All in attendance.

Staff: City Manager Shayne Scott, City Attorney Nic Mills, Finance Director Dean Storey, Deputy City Recorder Maria Devereux, Community Development Director Lyle Gibson, Public Works Superintendent Josh Belnap, Information Systems Manager Ryan Judd, Police Chief Sol Oberg.

Attendees: None present

Mayor Witt opened the Public Hearing.

PUBLIC COMMENT: No comments.

NOTICE OF PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE KAYSVILLE CITY ANNEXATION POLICY PLAN

Shayne Scott, City Manager, explained that the proposed amendment will not alter areas the city is considering annexing, rather the city is looking to clarify within the policy that areas annexed into Kaysville City need to be serviced by Kaysville City Power. He explained that a public hearing is necessary requirement for the amendment to the Annexation Policy Plan.

Council Member Barber made a motion to close the public hearing at 6:49 p.m., seconded by Council Member Lortz.

The vote on the motion is as follows:

Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
Council Member Blackham, yea

The motion passes unanimously.

Minutes of a Kaysville City Council meeting held on June 18, 2020 at 7:00 p.m. The meeting was held in the Business Resource Center of the Davis Technical College, 450 South Simmons Way, Kaysville, UT. In consideration of the COVID-19 pandemic, attendance is monitored by the Kaysville City Police Department and will be limited to less than 50 individuals, including Council, Staff and Applicants.

Present -

Mayor: Katie Witt

Council Members: Council Member John Swan Adams, Council Member Michelle Barber, Council Member Andre Lortz, Council Member Tamara Tran, and Council Member Mike Blackham.

Council Members Excused: All in attendance.

Staff: City Manager Shayne Scott, City Attorney Nic Mills, Finance Director Dean Storey, Deputy City Recorder Maria Devereux, Community Development Inspector Dan Jessop (remote), Public Works Superintendent Josh Belnap, Information Systems Manager Ryan Judd, Police Chief Sol Oberg.

Attendees: Jacob Willoughby, Manjot Masson, Jill Jones, Jim Nuener and Blake Bailey.

Mayor Witt opened the City Council meeting at 7:00PM. She welcomed the public and opened with prayer.

<u>**RECOGNITIONS AND PRESENTATIONS**</u>

A. SWEARING-IN OF KAYSVILLE POLICE OFFICERS KENDU GIVENS AND LOGAN NICHOLAS.

Chief Oberg introduced Logan Nicholas and Kendu Givens as new Kaysville City Officers. Though Officer Nicholas is new to law enforcement and went through the academy, he comes from a family of officers to include his father and uncle. Officer Givens has over six years of experience with Adult Probation and Parole and corrections. He explained that both officers are strong additions to Kaysville City PD and is proud to have them as part of the team. Mayor Witt swore in the officers. The Council praised their efforts and welcomed them to Kaysville City.

B. CENTRAL DAVIS SEWER DISTRICT KAYSVILLE REPORT.

Jill Jones, General Manager and Manjot Masson, Pretreatment Coordinator gave an overview of the Central Davis Sewer District, reviewed the history of the facility, described the flow model and anticipated growth.

She explained that the Central Davis Sewer District (CDSD) wastewater treatment facility was originally placed in service in 1961.The plant was upgraded in the 1970's and in the 1980's a major upgrade was made. The design flow of the facility is 9.9 million gallons a day (MGD), with a design population equivalent of 65,000 people and an allowance for industrial waste. The CDSD serves the cities of Farmington, Fruit Heights, and Kaysville. The facility is located in Kaysville, Davis County, Utah.

The council discussed high-density housing and how it effects the sewer; they asked for clarification concerning protocol with new developments and expressed their interest in a general plan, to plan ahead.

Jill Jones agreed to discuss or clarify any question about the Central Davis Sewer District (CDSD) as it pertains to the area to be developed. She offered continued assistance.

C. LEGAL SERVICES DEPARTMENT REPORT – NIC MILLS.

City Attorney Nic Mills presented an overview of the Legal Services Department.
He explained that his department is the smallest department within the city; though he has hired an Assistant City Attorney who works primarily with domestic violence cases. He explained that the domestic violence grant has contributed to her being hired and that domestic violence cases are now getting much more attention.

Nic Mills explained that his duties range from prosecuting over 58 cases weekly, to updating code for each department, writing resolutions and ordinances and addressing all legal matters for the city. He stated that as his workload grows, he sees the need for a part-time paralegal and two full time employees, eventually.

D. ANNUAL OPEN MEETING ACT TRAINING – NIC MILLS.

City Attorney Nic Mills explained that the Open and Public Meetings Act (OPMA) requires that members of a public body be "provided with annual training on the requirements of [the Open and Public Meetings Act]" (Section 52-4-104). This training is intended to facilitate compliance with that requirement and to help legislators understand Open and Public Meetings Act rules. Nic Mills provided training and guidance to the Council.

DECLARATION OF CONFLICTS OF INTEREST

No conflicts disclosed.

ACTION ITEMS

a. NEW KAYSVILLE FIBER

Mayor Witt introduced the item.

Public Comment: Jacob Willoughby stated that he handed out flyers and encouraged public participation with the survey. He feels that the community wants fiber to go to a vote and is pleased with the process.

Council Member Lortz referred to the TAC document below:

As the Technical Advisory Committee for the New Kaysville Fiber project, we would like to provide our recommendation to the City Council for the awarding of the project. We were pleased with the responses from bidders. Below is a summary of our conclusions and recommendation.

Construction Proposals:
The top 2 proposals were very similar in total cost with some minor differences as identified in the Bid Highlights document. Either construction proposal would be acceptable. Certain details would need to be vetted during negotiation of the contracts. AEG has done many fiber network installations. The lower materials proposal by AEG raises some concern of lower quality components which is not where we would recommend cost savings are derived. More details on materials bid would need to be vetted prior to contracting. AEG's proposal did not specifically identify generators for each fiber cabinet and would need to be
confirmed. Corning is an industry leader in fiber optics and has proposed using some of the best components (MST - multiport Terminals). They are a very respected company with a long history in fiber optics. It is recommended that the construction contract pay the bidder based upon milestones like Huts/Cabinets and premises passed. This should ensure that progress payments are in line with completion of the project. If less than 9,500 premises are passed, the savings would stay with the City. If more are completed, then the bidder would be paid the same rate for any additional premises passed.

Construction bid Recommendation:
The Kaysville City Council should approve the notice of award of the Kaysville Fiber Construction to Corning, contingent on an agreed upon contract between the City and the bidder and the passing of the proposition on the November ballot. If staff can not arrive at a finalized contract within 60-90 days that is at least equal to or better than the submitted proposal, then staff may negotiate with AEG under the same guidelines.

Operations & Maintenance Proposals:
The top 3 bidders have different models in their proposals. AEG is a stepped level fixed amount based upon subscribers. It is important that the timing of measurement and implementation of steps is clearly outlined in the contract. Connext is a per subscriber per month flat charge. This kind of proposal seems to align the interests of the City with the bidder to acquire subscribers as quickly as possible and shifts some financial risk to the bidder. Strata is a hybrid of the other 2 bids with both a fixed and variable component. All companies have experience in operating networks, although AEG has sold this portion of their business and would need to build this from the ground up. Connext is currently operating as an ISP offering fiber optic service in parts of Roy and East Ogden. Strata is currently operating a Network Operations Center in Vernal UT. It is suggested that staff discuss possible conflicts of interest should Connext or Strata function as both the Network Operator and an ISP on the network. It is suggested that the home connection portion of the proposals be moved to the Operations & Maintenance award from the Construction award. This would align with an ongoing deployment of home installations after the construction of the outside plant network is completed.

Operations & Maintenance Recommendation:
The Kaysville City Council should approve the notice of award of the Kaysville Fiber Operations & Maintenance to Connext, contingent on an agreed upon contract between the City and the bidder and the passing of the proposition on the November ballot. If staff can not arrive at a finalized contract within 60-90 days that is at least equal to or better than the submitted proposal, staff may consider negotiating with Strata under the same guidelines. If neither of these negotiations are successful, then staff may negotiate with AEG under similar guidelines.

The Council discussed the process of change orders, how they work, why they are needed and how city staff can approve or deny them with guidelines in place.

Council Member Barber expressed that she is in favor of empowering staff to negotiate the best contract possible.

Council Member Barber made a motion to approve the Technical Advisory Committee (TAC) recommendations on RFP bids, contingent on a public vote, and to empower staff to move forward with the project acting in the best interest of the City. Council Member Lortz seconded the motion.

Council Member Blackham expressed appreciation for Council Members Lortz and Barber and the TAC Committee for their hard work.

Council Member Lortz stated that he appreciates citizen involvement, those who engaged and came forward to help the city in the process.

Mayor Witt expressed excitement for this project and praised the community for their participation and contribution.

The vote on the motion is as follows:

Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
Council Member Adams, yea
Council Member Blackham, yea
The motion passes unanimously.

b. A RESOLUTION ADOPTING THE KAYSVILLE CITY MODIFIED TENTATIVE BUDGETS FOR FISCAL YEAR 2021 AND THE ADOPTION OF A CITY CONSOLIDATED FFEE SCHEDULE FOR FISCAL YEAR 2021.

Dean Storey, Finance Director, gave an overview of the modified tentative budgets. He explained increased and decreased revenue, enterprise funds and discussed the Truth and Taxation Hearing set for August 6th. Additional information can be found in the Council packet.

Council Member Lortz made a motion to approve the resolution adopting the Kaysville City modified tentative budgets for Fiscal Year 2021 and the adoption of a city consolidated fee schedule for Fiscal Year 2021. Council Member Tran seconded the motion.

Council Members Barber and Lortz commended the Finance Director Dean Storey.

The vote on the motion is as follows:

Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
Council Member Adams, yea
Council Member Blackham, yea

The motion passes unanimously.

c. A RESOLUTION OF THE KAYSVILLE CITY COUNCIL AUTHORIZING THE ‘PICK UP’ OF THE EMPLOYEE PORTION OF THE UTAH RETIREMENT SYSTEMS TIER 2 PUBLIC SAFETY AND FIRE FIGHTER RETIREMENT SYSTEM 2020 ENHANCEMENTS.

Dean Storey, Finance Director, explained that the 2019 Utah State Legislature made enhancements to the Tier 2 Public Safety and Firefighter Retirement Systems to take effect on July 1, 2020. The enhancements apply to new and current employees in the System for benefits earned after July 1, 2020.

Due to the cost of the enhancements, contributions to the plan are made by the employer (an additional 2%) and the employee (2.27%). An employer may "pick up" the employee's portion of the retirement contribution and treat it as an employer contribution under IRS Code. A few years ago, in an effort to equalize the contribution benefit between Tier 1 and Tier 2 Public Safety employees, the City makes a supplemental 401-k contribution. With the additional enhancement, the additional required contributions can be made by reducing the supplemental contribution by an equivalent amount and thus equalizing the City contribution to the Tier 1 and Tier 2 Systems.

Council Member Adams made a motion to adopt a resolution ‘pick up’ of the Employee portion of the Utah Retirement Systems Tier 2 Public Safety and Fire Fighter Retirement System 2020 Enhancements and continue to look at additional benefits. Second by Council Member Lortz.

The vote on the motion is as follows:

Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
Council Member Adams, yea
Council Member Blackham, yea

The motion passes unanimously.

d. CONSIDERATION FOR A PRUD OVERLAY ZONE TO ALLOW ACCESS TO NEW LOT FROM A PRIVATE STREET AND PRELIMINARY PLAT FOR THE BAILEY SUBDIVISION AT 1480 WILLOW DRIVE.

Dan Jessop, Community Development, explained that the property which is located at 1480 W Willow Drive, is currently zoned R-1-20. The existing lot is 66,806 square feet in size. The applicant, Blake Bailey, is anticipating creating a new lot of 21,929 square feet with 143.5 feet of frontage. This will leave the existing home on a 45,672 square foot lot. The new proposed lot will face the private road in the new subdivision, which is under construction to the south. Both the existing and new proposed lot meet the frontage and square footage requirements for the existing R-1-20 zoning district, however the PRUD overlay is needed as the access for the new lot will be off of the new private street. The owner has coordinated with the developer of developer of the property to the south for permission and ability to get utility services to the new proposed lot.

The new lot facing Wooden Shoe Way North is deep enough to provide a building pad that meets the minimum dwelling size requirements of 17-31-16, Dwellings.

He noted that all setbacks are standard for the R-1-20 zone with the exception of a 20 foot front yard setback requested along the private road consistent with 17-34-8 (d).

Public Comment: Jim Nuener explained that he has spoken with the developer and has negotiated an easement agreement. He noted that the agreement is ready to be signed once the council members agree on the project. Applicants Blake and Pam Bailey concur.

City Attorney Nic Mills noted that many adjoining properties would not agree to entitlements until the rezone is approved.

Council Member Blackham made a motion to approve the PRUD overlay zone to allow access for the new lot, from a private street, and approve the preliminary plat for the Bailey Subdivision at 1480 Willow Drive, Kaysville, Utah. He recommended the final plat to have an easement provided for access to Lot 1 and that Lot 1 also be made part of the Home Owners Association within the Green Manor Subdivision. Council Member Adams seconded the motion.

The vote on the motion is as follows:

Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
Council Member Adams, yea
Council Member Blackham, yea
The motion passes unanimously.

e. CONSIDERATION OF A REZONE OF APPROXIMATELY 10 ACRES OF PROPERTY ACRES OF PROPERTY AT APPROXIMATELY 1700 SOUTH 550 WEST FROM THE R-A AND A-5 (RESIDENTIAL AND AGRICULTURAL) TO THE R-1-6 (SINGLE FAMILY RESIDENTIAL) ZONING.

Dan Jessop, Community Development, gave an overview of the lot and area. He noted Ivory Homes is interested in a rezone at the subject property to establish a level of confidence for future development such as the concept included with this report. He explained that roughly 3 acres of the subject property is currently zoned A-5, where the remainder is located in the R-A zoning district. The existing zoning would allow for development of 2 units per acre with some agricultural rights in the R-A zone while the property zoned A-5 could not be further subdivided.

The requested zoning would allow for single-family development with lots as small as 6,000 sq. ft. in size. The concept provided by the applicant would ultimately require the approval of the PRUD overlay zone as well in order to create a common open space subdivision on private streets that would also allow for some flexibility in the final lot size.

Dan Jessop explained that Kaysville City has, for several years, indicated to those interested in developing this area that additional access would be needed into and out of the area before development occurs. The applicant is aware of this concern, but with the anticipation of the West Davis Corridor and the extension of Angel Street in the near future, they hoped to establish the base zone now and expect to come back at a later date once the access is resolved to work through the specific details of the development through the subdivision process and PRUD overlay zone if they receive the green light with the current request.

Wilf Summercorn, Planning Commission Chair, explained that details need to be reviewed with this project. He explained that it is very likely the project could not move forward since the connection to Angel Street is a critical component. He explained that right-of-way (ROI) from Angel Street has not been acquired yet and stated that they have concerns about the sewer system being overloaded. He recommended that the city discuss what might be appropriate going forward since the city has now embarked on an update to the General Plan.

Council Member Barber made a motion to deny the rezone of approximately 10.6 acres of property at approximately 1700 South 550 West from the R-A and A-5 (Residential and Agricultural) to the R-1-6 (Single Family Residential). Council Member Tran seconded the motion.

The vote on the motion was as follows:

Council Member Blackham, yea
Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea

The motion passed unanimously.

AMENDMENT TO THE KAYSVILLE CITY ANNEXATION POLICY PLAN

Shayne Scott, City Manager, explained that Kaysville City has recently gone through an Annexation Process. When so doing, city staff recognized some ways in which our policy could be clearer. The primary change is a requirement in our policy document that annexed property be served by all utilities provided by Kaysville City.

While the City Council may make an exception to this policy at the time of annexation, having this requirement in a policy plan will give both staff and any proposed annexation landowner an expectation of what it means to be in Kaysville. Affected entities such as neighboring cities, the county, other taxing entities, Rocky Mountain Power, etc. have been mailed notice of this hearing. As of the date of this report staff has not receive any comments from those entities.

Council Member Lortz made a motion to deny the rezone of approximately 10.6 acres of property at approximately 1700 South 550 West from the R-A and A-5 (Residential and Agricultural) to the R-1-6 (Single Family Residential). Council Member Blackham seconded the motion.

The vote on the motion was as follows:

Council Member Blackham, yea
Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
The motion passed unanimously.

CALL TO THE PUBLIC

No one signed up to speak at Public Comment.

ADJOURNMENT

Council Member Adams made a motion to adjourn the City Council meeting at 9:41PM second by Council Member Lortz.

REDEVELOPMENT AGENCY BOARD MEETING

A RESOLUTION ADOPTING A BUDGET FOR THE KAYSVILLE CITY REDEVELOPMENT AGENCY FOR FISCAL YEAR 2021.

Mayor Witt opened the Redevelopment Agency Board meeting.

Dean Storey, Finance Director, explained that a Public Hearing was held for this item previously and it is now ready for adoption.

Board Member Blackham made a motion to approve a resolution to adopt a budget for the Kaysville City Redevelopment Agency for Fiscal Year 2021. Second by Board Member Tran.

The vote on the motion is as follows:

Board Member Blackham, yea
Board Member Adams, yea
Board Member Barber, yea
Board Member Lortz, yea
Board Member Tran, yea
The motion passes unanimously.

Board Member Blackham made a motion to adjourn the meeting at 9:42PM for the Kaysville City Redevelopment Agency, second by Board Member Tran.

The vote on the motion is as follows:

Board Member Blackham, yea
Board Member Adams, yea
Board Member Barber, yea
Board Member Lortz, yea
Board Member Tran, yea
The motion passes unanimously.

MUNICIPAL BUILDING AUTHORITY BOARD MEETING

A RESOLUTION ADOPTING A BUDGET FOR THE KAYSVILLE CITY MUNICIPAL BUILDING AUTHORITY FOR FISCAL YEAR 2021.

Mayor Witt opened the Municipal Building Authority Board meeting.

Dean Storey, Finance Director, explained that a Public Hearing was held for this item previously and it is now ready for adoption.

Board Member Lortz made a motion to approve a resolution to adopt a budget for the Kaysville City Building Authority for Fiscal Year 2021. Second by Board Member Adams.

The vote on the motion is as follows:

Board Member Blackham, yea
Board Member Adams, yea
Board Member Barber, yea
Board Member Lortz, yea
Board Member Tran, yea
The motion passes unanimously.

Board Member Barber made a motion to adjourn the meeting at 9:43PM for the Kaysville City Municipal Building Authority, second by Board Member Lortz.

The vote on the motion is as follows:

Board Member Blackham, yea
Board Member Adams, yea
Board Member Barber, yea
Board Member Lortz, yea
Board Member Tran, yea
The motion passes unanimously.

KAYSVILLE CITY COUNCIL
July 2, 2020

Minutes of a regular Kaysville City Council meeting held on July 2, 2020 at 7:00 p.m. in the Business Resource Center of the Davis Technical College at 450 South Simmons Way, Kaysville, UT.

Council Members present: Mayor Katie Witt, Council Member John Swan Adams, Council Member Michelle Barber, Council Member Andre Lortz, Council Member Tamara Tran, and Council Member Mike Blackham

Others Present: City Manager Shayne Scott, City Attorney Nic Mills, Deputy Recorder Maria Devereux, Community Development Director Lyle Gibson, Information Systems Manager Ryan Judd, Information Technology Assistant Jordan Hansen, Police Chief Sol Oberg, Public Works Director Josh Belnap, Water Manager Jared Tubbs, Loretta Cole, Nathan Alvey, Jennifer Burk, Kyle Burk, Richard Collard, Nephi Harvey, Malcolm Harvey, Wilf Sommerkorn, Gregory Brown, Russell Wilson, Sean Zortman

OPENING

Council Member Mike Blackham opened the meeting.

Council Member Blackham added that Jason Sorensen, deputy paramedic for Davis County and flight paramedic for AirMed, recently succumbed to his injuries that he sustained in a plane crash this last week. He had an impact on several people within Kaysville City as he has responded to several medical and police calls for the last 20 years, and his parents lived in Kaysville. Jason was a good guy, very professional, extremely knowledgeable, and he helped teach the Kaysville Fire Department many things. Council Member Blackham asked that people keep his family in their prayers.

RECOGNITIONS AND PRESENTATIONS

Loretta Cole said that the Community Emergency Response Team has been in Kaysville for a very long time and is an important program for our city. In a disaster situation there will not be enough police and fire staff cover all of the needs of our citizens and that's what the CERT program is for. The program helps to teach safe practices to use which helps to reduce injuries to responder citizens and individuals. We are a trained group of volunteers who create a community effort with emergency management. CERT is a program sponsored by FEMA. The program is also a great for PR because we get to know a lot of people through the program, and they get to know what the program is about. It helps to empower individuals and families. If there is something the police or fire department needs assistance with, CERT volunteers will help out. CERT is part of the Emergency Management Plan with both the city and the county. They are now being called into other communities to help where need. The CERT program is part of the fire department, and so the only way they can respond is when the fire chief asks for their assistance. They have 8 districts within the city, and each district has a team of people within it. Their members have to go through 20-31 hours of training, which includes fire safety, disaster medical operations, disaster psychology, terrorism, hazardous materials, and incident command systems. They are also trained on additional things such as traffic control, floods, fire rehab, animal rescue, and volunteer donations with emergency management. After going through training, members have to go through a mock disaster where they are tested on what they learned. If someone wants to become involved in CERT they can contact the fire department.

DECLARATION OF ANY CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

Council Member Lortz made a motion to accept the following consent items:

a. Approval of the Minutes of May 21, 2020.
b. Approval of North Angel Street Curb and Sidewalk Design and Coordination Services.

The motion was seconded by Council Member Tran.

The vote on the motion was as follows:

Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
Council Member Blackham, yea

The motion passed unanimously.

ACTION ITEMS

DISCUSSION ON ELECTRIC VEHICLE CHARGING RATES

Shayne Scott explained that the city currently has four dual EV charging stations installed. Three more stations will be placed at City Hall when the driveway and curb is completed. An additional two more stations will be installed behind the fence at the Operations Center for future city fleet use. The Power Commission met to discuss this item and have recommended that there be no fee gathered for the charging stations for the first 6 months so usage data could be collected. After the initial 6 months, if the City Council would like to charge enough to consumers to cover costs, a rate structure that is simple and accomplishes that goal can be created at that time. Charging station costs include: power usage by the consumer to charge a vehicle, cloud storage costs of $15,470 for 5 years, and warranty and service plan costs of $14,812 for 5 years. The grant that the city received will pay the cloud and service plan costs for the first 5 years. Most cities do not charge for use of their EV stations. This is probably because they are a small part of their overall load, and they encourage the use of electrical vehicles, which are "clean" and can help with the bad air and inversion we have along the Wasatch Front.

Council Member Lortz said that the charging stations will not be high-speed, and rates will only be about $.60 an hour.

Council Member Barber said that because it is a minimal cost to the city, many cities won't charge for it because it becomes a good incentive to drivers.

Council Member Blackham made a motion to approve the Power Commission's recommendation to wait six months to reevaluate where we are at in regards to electrical vehicle charging rates. The motion was seconded by Council Member Lortz.

The vote on the motion was as follows:

Council Member Lortz, yea
Council Member Tran, yea
Council Member Blackham, yea
Council Member Adams, yea
Council Member Barber, yea

The motion passed unanimously.

REZONE OF 1.1 ACRES OF PROPERTY AT 1599 WEST GALBRAITH LANE FROM THE R-A (RESIDENTIAL AGRICULTURE) DISTRICT TO THE R-1-20 (SINGLE FAMILY RESIDENTIAL) DISTRICT TO INCLUDE THE PRUD (PLANNED RESIDENTIAL UNIT DEVELOPMENT) OVERLAY ZONE – NATHAN ALVEY

PRELIMINARY PLAT APPROVAL FOR GALBRAITH KAYSVILLE SUBDIVISION AT 1599 WEST GALBRAITH LANE – NATHAN ALVEY

Lyle Gibson explained that this property, located at 1599 West Galbraith Lane, currently has an existing home fronting Galbraith Lane. The Alvey's are proposing that the home remain on the property, but would like to create a new flag lot behind the home, to the south. Flag lots require that a PRUD overlay zone be approved. The proposed preliminary plat shows 2 total lots, each meeting the minimum frontage and acreage requirements of the R-1-20 zone. The flag lot provision of the PRUD ordinance requires that the standard lot fronting the street keep typical standards for width and setbacks, and that access to the new lot be provided with a 30-foot flag stem to a single lot. The property contains enough acreage and is wide enough to accommodate 2 lots and still comply with the provisions of applicable ordinances. However, in order to meet the required side-yard setback from the property line it is necessary to remove portions of the home, as is proposed on the preliminary plat. There are multiple flag lots in the immediate area. Concerns have been expressed to staff in recent years regarding water runoff collecting in the rear yards of some of the properties along Leola Street. To address this, the applicant has prepared options to deal with the storm water. The plans include a sump or on-site solution, as well as an option that would take water into a yard drain out of the city's storm drain system in Galbraith Lane. The City is willing to consider either option. Prior to final plat approval, complete engineering and details will be required to be reviewed to verify that the proposals will function. The Planning Commission voted 5 to 2 to recommend approval of the PRUD overlay zone and rezone to the R-1-20 district. Their recommendation included the requirement that the applicant install a 6-foot vinyl fence along the west property line, adjacent to Lot 1 of Dancing Horse Estates, and up to the 30-foot front yard setback line. The descending votes were favorable of the flag lot and rezone, but didn't feel it necessary to impose fencing on the applicant. The Planning Commission also voted unanimously to recommend approval of the preliminary plat with the condition that the existing home be modified before a final plat is recorded, and that particular attention be made to the design of a system that will address the surface water issues on the property in a manner that meets the city's ordinance and satisfaction of the city engineer.

Nathan Alvey said that he had met with each of the surrounding neighbors both one-on-one and in a group setting and has addressed those water concerns with his engineer who is drawing up the plans for a water system. Some of the options available to him to solve water issues will be very expensive, but he wants to present the best option. It is most important to retain all of the water onsite. Mr. Alvey said that he is willing to contribute 50% of the funds towards any fencing, but also feels that he shouldn't have to pay the full amount to have a fence installed. The neighbors don't seem to approve of his retention plans, nor the offer to contribute 50% of funds towards a fence. The water problems seem to occur along the property lines of adjacent properties. Mr. Alvey said that he feels these issues should be addressed neighbor-to-neighbor, but feels that the neighbors are against this subdivision and are trying to get him to pay for improvements to their properties. Some of the surrounding homes have drainage systems installed in a way so water runoff is being directed onto his property, and he shouldn't have to carry the full burden of the area's problems created by the neighbors' drainage systems. Any water runoff created on his property will be retained, but it seems extreme to ask him to connect to the city's storm drain system without the neighbors having to do the same. Also, fences are typically only required when a new proposed use is non-compatible with the existing neighboring uses. The new lot will have a single family home built, which matches what is already in the area.

Mayor Witt asked for public comment.

Jennifer Burk said that her primary concerns are safety and the invasion of privacy. They have a young toddler and are concerned about the driveway being proposed to run along their adjoining property line. One child is run over once a week in Utah and it's something their family is concerned about happening here. They would like to see a fence installed along the driveway to help prevent that from happening. There will be more traffic created by having a second home on the property. There are water issues in this area and they support the Planning Commission's recommendation to have Mr. Alvey take care of the water runoff. The water table is also high and the soil is full of a lot of clay. Because of this, they would like to see that water runoff be piped out to the city storm drain. Also, if more dirt is allowed to build up the property, it will in turn create more water runoff problems for the neighboring properties.

Kyle Burk said that the developer could potentially install a 200 foot driveway adjacent to their property, and this is cause for concern and why they feel like they should be able to make certain requests of the developer. The proposed flag lot will greatly impact the surrounding properties. They have been living in their home for 12 years now and haven't felt the need to install a fence until now.

Richard Collard said that he lives behind this property and since Houston Court was developed, the neighbors to the east have experienced a lot of flooding issues. He is concerned that adding another home to the area will create similar water problems to the adjacent properties. The developer is planning to build a 5,500 to 6,000 square foot home. The home and driveway will create less ground area for storm water to be absorbed into, and so the water will run into the neighboring properties. Mr. Collard said that although he doesn't have any water problems on his property now, he fears that once this home is built he will have to bear the burden of any mitigating problems this development will cause on his property. French drains are essentially a holding well for water runoff and the water won't be absorbed quickly because their soil has a lot of clay in it. Instead of holding the water runoff on the property, it should be directed off of the property via a piped storm drain system. The neighbors aren't asking the developer to take on the neighbor's water problems, but rather that he take care of water runoff so that new problems aren't created on neighboring properties.

There were no further comments or questions from the public. Mayor Witt closed the public comment for this item.

Council Member Adams said that it's important that these homes have a turnaround driveway.

Nathan Alvey commented the Burk's currently have an RV pad that is approximately 70 feet deep. The driveway will be set five feet from the property line and there will be turnaround driveways for both homes. His engineer is in the process in designing a plan where all of the water should be retained onto the property.

Council Member Adams asked if water runoff was already coming from this lot. The city has an ordinance which regulates property owners retaining their own water on their properties.

Lyle Gibson explained there is water that has run onto this property and has for several years. The ordinance states that you can't create any additional water runoff from the property. Since there will be less pervious area for the water to drain into once the driveway and home is built, Mr. Alvey will needs to find another way to contain the water so additional water doesn't drain into neighboring properties. The water problems that exist south east of Houston Court, along Leola Lane, were created as a result of the development of Houston Court. The water problems in that area will not be influenced in any way by this development because it is upstream of here.

Council Member Tran asked what happens if a water containment problem were to arise in the future.

Lyle Gibson responded that the issue would likely go back to the developer and engineer who designed the water plans in order to fix the problem.

Council Member Lortz asked about the slope of the driveway.

Nathan Alvey responded that they would keep it sloped out towards the street as much as possible.

Council Member Barber asked about the existing home being modified before final plat approval.

Lyle Gibson said that the thirty foot flag lot stem encroaches into a portion of the existing home and the home will have to be modified to accommodate that driveway before receiving final plat approval.

Public Works Director Josh Belnap added that the price difference between the types of water drainage systems could be the difference of thousands of dollars. Depending on the type of system that is chosen, the city might be willing to help contribute to the cost of the pipe because it can help ensure better function of the storm water systems in the area.

City Attorney Nic Mills added that some of the engineering questions can be answered after the property is rezoned and before final plat approval. Oftentimes the details of the development isn't calculated at this point because the developer wants to ensure the property can be rezoned before they invest in more money into the engineering of the development.

Council Member Blackham made a motion to approve the request to rezone 1.1 acres of property at 1599 West Galbraith Lane from the R-A (Residential Agriculture) to the R-1-20 (Single Family Residential) zone district, to include the PRUD (Planned Residential Unit Development) overlay zone for Nathan Alvey with the condition that Staff review the drainage issues of this property as well as the proposed engineered drainage system, and that no fencing be required. The motion was seconded by Council Member Lortz.

Council Member Tran commented that it seems fair that the developer is offering to pay 50% of the cost of the fence.

Council Member Barber said that there are other flag lot subdivisions in the area, and this use is compatible with the area. Therefore it doesn't seem appropriate to require the developer to install a fence.

Council Member Lortz said that we need to be careful on what we mandate for developers on their projects. If the builder is willing to contribute half of the money towards a fence, maybe the developer could install half of the fence going back 100 feet into the property. If the neighbors feel it important to finish the fence then they could pay to finish the rest of fence along the property line. Water issues are very tricky because everyone seems to want to place blame on their neighbors for their water problems. We need to trust the city engineer and staff to follow the guidance of the ordinances to mitigate it appropriately and properly. We need to go with the plan that is most reasonable. If the plan they propose meets our regulations and is approved by our city engineer then we shouldn't have to force a more costly plan on the developer.

Council Member Adams commented that if the neighbors want the best storm drain system to be developed here, maybe they should try to help pitch in so the system is installed. Then the neighbors can connect their own drainage systems to it and not have to worry about future problems they might have. If everyone contributes to something they will end up with a better product. It would be better for everyone in the long run.

Council Member Blackham said that he walked the Alvey's property after it had rained recently and he didn't see the pooling issues that the neighbors have mentioned. That's not to say that they've never had problems with water pooling here, but reality is that water runs east to west and we are building in the middle of water flow. Mr. Alvey could decide to install the least amount of drainage system required and there's nothing more the city could ask him to do. Just because Mr. Alvey is the last one in the neighborhood to fully develop his property doesn't mean he should have to carry the burden of water issues in the neighborhood. Council Member Blackham added that he feels that this proposed use is compatible with the area and therefore a fence shouldn't be required. Mr. Alvey is trying to meet his neighbors halfway and they should take advantage of that.

The vote on the motion was as follows:

Council Member Tran, yea
Council Member Blackham, yea
Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea

The motion passed unanimously.

Council Member Lortz made a motion to approve the preliminary plat for Galbraith Kaysville Subdivision at 1599 West Galbraith Lane for Nathan Alvey, seconded by Council Member Barber.

The vote on the motion was as follows:

Council Member Blackham, yea
Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea

The motion passed unanimously.

<u>CONSIDERATION OF A DEVELOPMENT AGREEMENT AND REQUEST TO REZONE APPROXIMATELY 14.0 ACRES OF PROPERTY LOCATED AT 1773 WEST 200 NORTH FROM THE A-5 (HEAVY AGRICULTURE) DISTRICT TO THE R-1-10 (SINGLE FAMILY RESIDENTIAL), R-1-14 (SINGLE FAMILY RESIDENTIAL), R-1-6 (SINGLE FAMILY RESIDENTIAL), AND R-2 (ONE TO TWO FAMILY RESIDENTIAL) ZONES, TO INCLUDE THE PRUD (PLANNED RESIDENTIAL UNIT DEVELOPMENT) OVERLAY ZONE TO BE INCLUDED OVER EACH DISTRICT – NEPHI AND MALCOLM HARVEY</u>

<u>PRELIMINARY PLAT APPROVAL FOR THE SALT GRASS SUBDIVISION AT 1773 WEST 200 NORTH – NEPHI AND MALCOLM HARVEY</u>

Lyle Gibson explained that the Harvey's are requesting a rezone of their property at 1773 West 200 North to be rezoned to multiple different zoning districts in order to accommodate their desire for a future residential development with a variety of lot sizes and housing types. The Harvey's have submitted a preliminary plat to demonstrate their desired use of the property which includes an anticipated 3 phases of development along public streets, which are designed to create connections from existing stubbed dead-ends to 200 North Street. Also included in the plans are some private streets, common areas and varied lot sizes. The plat being presented tonight has been modified since it was presented to the Planning Commission based on input received from the Commission as well as comments from the public during the Public Hearing. Specifically, the number of total lots has been reduced from 78 to 54, with the change occurring along the eastern edge of the project where a number of small single family lots have replaced some townhomes to create a transition with neighboring properties to the east. At the request of Staff to better predict and administer the type of development to occur, each phase has been proposed to be regulated by a separate zoning district. Phase 1 would be regulated by the R-1-10 district and contains 10 lots on 4.4 acres ranging in size from 11,274 square feet to 21,841 square feet in size, all along a standard public right-of-way. This phase does not require the PRUD overlay. Phase 2 is proposed to be included in the R-2 and R-1-6 zoning districts and includes 13 small single family home lots and 24 lots in a townhome style configuration with common open space. With 37 dwellings spread over 6.2 acres, this phase has a density of 6 units an acre. Phase 3 is proposed to be in the R-1-14 district and includes 7 lots ranging in size from 15,600 square feet to 18,947 square feet in size. Most of the lots are accessed from a private cul-de-sac street. The total density of 54 units is over nearly 14.4 acres and equates to about 3.75 units per acre. A development agreement has been provided which holds whomever develops the property to what is being presented to the council. The agreement speaks to timing of construction in that it may take several years to fully develop, but the applicant desires to master the full property now and set expectations for the city and future development. All phases of the proposed preliminary plat are dependent upon approval of a rezone as the property currently requires that all divisions be to lots of at least 210,000 square feet in size. After review, the Planning Commission voted unanimously to recommend denial of the proposed rezone, agreement and preliminary plat. The Commission expressed with their motion that they are in full support of the type of development being proposed, but felt that in tabling this request there was at least one item that the Commission and applicants didn't think they could agree on and therefore opted to forward the proposal to the council.

Nephi Harvey said the he is representing his family who is presenting the Salt Grass Land and Cattle LLC phased development. They are looking to develop Phase 1, the easternmost portion of the property, primarily for members of the family to build on. There will be 3 lots that will remain horse property for now. They are looking for preliminary plat approval based on compliance to city regulations, and at a minimum would like the council to approve the preliminary plat for Phase 1 as presented as it does not require Phase 2 or 3 to be included. They intend to continue to farm and keep animals on the land outside of Phase 1 and don't have a foreseeable timeline for developing Phases 2 and 3. Their family has been part of the city for a long time. Some of their farming property is now owned by UDOT and will be used to build the West Davis Corridor. This subject property is the last piece of property their family owns within the city and they've been farming it since 1965. Most of their ranching operation has moved to Wyoming. Sometimes it's been problematic to have developments move in next to their property because they had started to find trash in their fields, had problems with trespassing on their property, and they had an incident where the developer cut their fence and left it so their animals could get out. As more properties have developed in west Kaysville, traffic has increased significantly and they've had to ask for help from the police in order to get their farm equipment down the street to farm his aunt's property. In December 2019, at the request of their father, the family began discussing plans for developing the property. In January 2020 they received another unsolicited third-party developer proposal to place 95 homes on their property, for a density of 7.8 units per acre. The family started to meet with city staff at this point to draw up their own plans to develop this property with mixed development included. Their plans included having four family members build their homes within the first phase of the development. The family feels that this proposal meets the General Plan which supports the "rezone of densities necessary to assure the production of moderate income housing". In June they presented these plans to the Planning Commission where the majority of the Commission stated their approval of the mixed density concept. However, many Commissioners wanted to see that 75 South connect to 200 North Street via the future Morning Mist Lane. Also, the neighbors asked the Harvey's to create a buffer of single family housing units along the east side. Many of the residents of the Mountain Vistas neighborhood are looking to the Harvey's and this development to remedy their problem having cut-through traffic through the Mountain Vista area, but there are other ways to remedy the issue rather than shunting the problem down 75 South to the newer developed area. Their first proposal to the Planning Commission showed 76 units, or 5.7 units per acre. Now they are proposing 54 units, or 3.9 units per acre. They have also added a buffer zone along the east side of the property. There will be a large open space area on the property as well. They have reduced the number of units because they don't want to add to the traffic issues already in the area. Creating a third traffic feeder onto 200 North could add to the traffic problems because 75 South was not designed for high level traffic. Their master plan already requires significant cost to support traffic flows from theirs and neighboring communities through 2 additional connections through their development to 200 North. The first one will be a long extension of Morning Mist Lane to 200 North through their proposed Phase 2. And the second connection will be a required stub street that will be from Phase 1 to the Anderson property. When the Anderson's decide to develop their property they will have to help create the road from that stub street. Roads are an enormous expense. Their plans for Phase 1 of this development, along with their future master road plan for the additional phases, meet all of the city and state requirements and laws. They feel it best to not put another connector road from 75 South Street because another connector road will add to safety concerns of the area, and it will also add to the cost of this project. Besides the family lots, the rest of the lots will be sold to help pay for this project. Getting Phase 1 approved is their original goal moving into this plan. If approved tonight, they will be coming back in a few weeks to get final plat approval on Phase 1 so they could start construction immediately.

Mayor Witt asked for public comment.

Wilf Sommerkorn, the Planning Commission Chair, said that he came tonight to give the City Council some insight on the Planning Commission's discussion on this item. Generally the feedback was pretty positive from the Commission, and they felt favorable to the overall development as it was proposed. The Harvey's were amenable to what was discussed as well. Some suggestions made to the Harvey's were related to the public comment the Commission had received, and some were their own considerations. A concern they had was regarding the configuration of the higher density portion of the property. The Harvey family said they were open to reconsidering the layout of the development. There was one issue the Commission couldn't resolve with the Harvey's and that was the connectivity issue with 75 South Street and Morning Mist Lane. Connectivity is a benefit to communities. It is better to plan for more intersections because it gives traffic more ways to get around, and you can better distribute it. The Planning Commission asked for more connectivity within this development, and the Harvey's weren't willing to consider opening up those streets. This is why the Council is reviewing this item with an unfavorable recommendation. The city shouldn't be limiting and confining our roads to just a few options. The Planning Commission has not reviewed the reconfigured plans, but he suspects they would be favorable to it after reviewing it himself. Another unresolved issue was regarding the concerns expressed by the sewer district about approving developments with more than the two-unit per acre limitation west of I-15, as outlined in the General Plan. This is a concern that will need to be addressed with the city, the Harvey's and the sewer district. As more high density developments are proposed in west Kaysville, it is something that needs to be addressed.

Gregory Brown said that he lives south of this proposed development, is the Mountain Vistas HOA President, and is here tonight to represent the HOA board and residents of the Mountain Vistas Subdivision. He is also here to support the decision of the Planning Commission to deny the proposal as it is being presented. Their biggest issue is the connectivity from 75 South Street to

Morning Mist Lane. Mountain Vistas sees a lot of cut-through traffic today, and while they appreciate the concerns of the residents on 75 South, this current proposed plan will force all of traffic through the Mountain Vistas neighborhood. Everyone needs to share the load and have a fair, equitable distribution of traffic in this area by connecting 75 South and Morning Mist Lane. We also understand that the Anderson property may never sell and that connection through their property might never happen. There are still a lot of what-ifs and this is the time to plan how we want to develop this area in a way that is of the best interest to all the residents living here, and not just a few. Currently Morning Mist Lane is a stub road and there is no promise that the road will ever connect to 200 North in the future. The neighborhood also shares concerns about the high density homes being proposed, and we want to see that the concerns of the sewer district is addressed. High density homes next to neighborhoods with larger lots can sometimes bring more issues to the area, and he is glad to see that the Harvey's are proposing a buffer zone between the existing neighborhood and new development. We are grateful that the Harvey's have been willing to hear the neighbor's concerns and try to resolve some of them.

Russell Wilson said that he is the development manager for Symphony Homes and they are developing a three-phase subdivision just south of the Harvey's property. There is a total of 98 lots planned for their development and the average lot size in the subdivision is 17,000 square feet. Their company understands that there is a need for high density and multi-family housing in Kaysville, especially adjacent to busy corridors like 200 North. But they feel there are certain commonplace planning principles that should govern design and be given consideration in this application. There should be a greater transition from the high density product near a busy corridor to the low density area, near the existing neighborhoods. The developer has adjusted his plans since the Planning Commission reviewed it in order to include more single family dwelling lots, but he feels the transition should be more gradual between the high density and single family lots. The design should also contemplate ways to keep the higher density traffic on the busier corridor and to prevent a higher concentration of traffic from cutting through neighboring subdivisions, thereby overwhelming existing roads. A separate connection or entrance to 200 North for just the multi-family component might be a better idea. The developer should provide more detail of the minimum architectural design standards, especially for the multi-family product, to make sure it will fit in with the existing neighborhood and fit into the city's vision for this area. We hope the final product will capture the feel of the neighborhood as well as the vision for the city.

Sean Zortman said that he lives in The Preserve Subdivision, just south of the Harvey property, on Morning Mist Lane. He supports the Planning Commission's recommendation regarding connectivity, as well as concerns about if the sewer district can accommodate this amount of high density. All of the proposed roads are cul-de-sac streets, except the road that is being proposed to connect to his street, Morning Mist Lane. If approved this way, Morning Mist will see even more traffic coming from the surrounding neighborhoods, including traffic from The Preserve Subdivision which is under construction. It seems foolish to rely on the development of the Anderson property. The more connectivity you have, the better it is for the community. There needs to be a more firm plan to address the traffic issues of the whole area, and not one to just take care of those who live on 75 South Street. He appreciates the addition of a buffer around the eastern edge of the development. However, some of the existing homes will abut up to five other property lines and it doesn't create a good transition between the high density area and the single family homes. These lots need to be adjacent to existing lots of similar size. No part of this development should be approved until the whole plan is done. There needs to be more firm answers before anything is approved.

Malcolm Harvey said that if 75 South is connected to Morning Mist Lane, traffic will end up being funnel to one access point on 200 North thereby become bottlenecked at that one access point. People will not drive south to get to 200 North but will use the most convenient route. The extension of 75 South will not distribute traffic more evenly, but rather their subdivision will become more saturated with traffic. Also, 75 South Street is not very wide and it's already hard for two cars to pass each other if there are already cars parked on the street. Adding more access points on 200 North will create safety issues. Creating more access points within their development will also add a significant cost. Developing Phases 2 and 3 is not in their immediate term plans, and therefore the concerns of the sewer district is unnecessary because they don't plan to develop the whole property for years. They are asking for Phases 2 and 3 to be approved for the zoning, so the city has something to take to the sewer district to try to help ease their concerns.

Nephi Harvey said that a letter was sent from Shauna Burbidge to the Council which stated that she works for an engineering firm that works with the state of Utah in planning these types of developments. She stated that she disagrees that connecting Morning Mist Lane will become a cut-through road. Mr. Harvey said that it isn't their intention to try to ignore the issues with traffic in this area. But there is likely things the city can do to help mitigate those issues. The sewer district has mentioned that they like to have an objective to plan for, and they feel that is what they are trying to provide them. So they know what to plan for the future. They were encouraged by staff to provide a master plan of the overall project now rather than only presenting Phase 1. Their proposed development meets the density requirements and they are trying to develop this property in a way that is responsible and conducive to the neighbors. The proposed plan is very detailed. We do not want to funnel 3 roads down 75 South. Nobody can say when the Andersons will develop their property, but we are planning for it with how we have designed this layout.

There were no further comments or questions from the public. Mayor Witt closed the public comment for this item.

Council Member Adams asked about the timing of these phases.

Nephi Harvey responded that their primary objective is to get Phase 1 approved and developed as soon as possible. Their family feels that as time goes on there will likely be a higher demand for higher density here, especially as the West Davis Corridor is built. The development agreement will lock them into whatever zoning and density they are approved for. Mr. Harvey said that he had spoken with the sewer district about receiving approval for Phase 1 and was told that they wouldn't consider the approval unless an overall master plan was provided. They feel that they have provided that overall plan and have responded to the needs of the community through it. With the development in Phases 2 and 3 they plan to put in an 8 foot pavement walkway between subdivisions.

Council Member Adams commented that he would prefer to see that the proposed high density area be located more along 200 North street, with the larger lots planned on the south end, and then gradually increasing those lot sizes between the two areas. There needs to be a better tapering of lot sizes. The General Plan reflects that high density housing be located along the major streets, and it's hard to approve these high density homes being built that far south from 200 North Street. It is also harder to find a buyer who will want to buy a large lot along a major street. While he is okay with the current layout of Phase 1, Mr. Adams suggested the Harvey's go back to redesign

Phases 2 and 3.

Council Member Tran asked about the process to receive approval from the sewer district.

Lyle Gibson responded that it is outlined in our city ordinances and is part of the review of subdivision applications. It is a requirement that those who provide utilities to and service the subdivision give their approval on their specific component. The sewer district will have to approve the design of that system, and thereby accepting the capacity.

Mayor Witt asked the council about the connectivity concerns.

Council Member Tran commented that she had driven around the area earlier and 75 South Street seemed very narrow. Morning Mist Lane is wider and seems to have been built to accommodate more traffic flow.

Council Member Adams said that he had received several emails from residents living on Morning Mist Lane which caused concern about traffic along that street. In speaking with the Public Works Director, there might be some things the city could implement in these neighborhoods with cut-through traffic to better regulate traffic. Nonetheless, connecting Morning Mist Lane to 75 South Street will likely not change current issues with traffic cutting through the Mountain Vistas subdivision. It is a problem that needs to be alleviated, but it doesn't seem that creating a connection from 75 South to 200 North would alleviate that.

Council Member Lortz said that the Harvey's don't plan on building Phases 2 or 3 for several years and they might never chose to develop them. If that happened the 75 and Morning Mist connection would never happen. Both streets will continue to be dead end streets and there would be no benefit for the connectivity that people are trying to push for. When West Davis Corridor comes in traffic patterns in west Kaysville will change dramatically. Right now traffic is trying to get to 200 North in order to thereby get to I-15. Once the corridor is complete those west of Flint Street will likely use the corridor instead of I-15. We need to look at these traffic plans not just for today, but for how it will be in the future as well. We also need to recognize that putting that obligation on the Harvey family will likely give them more of an incentive to never install the road connection. If they had brought in only Phase 1 this whole connectivity issue likely would have never come up for discussion.

Council Member Blackham said that the Harvey's are willing to provide 2 connections to 200 North Street, which is ultimately meeting our goal of having the ability to get the cars out of the neighborhood and onto the major streets. But we need to be careful as to not approve a cul-de-sac that will be over the length allowed. We don't want to lose this connectivity with 200 North Street. There is already going to be a road connection from 75 South to 200 North through the Ovation Homes development.

Council Member Lortz expressed concern that future buyers within The Preserve Subdivision will not be given much direction or notice of what is being proposed for the Harvey property in the future.

Nephi Harvey commented that when they do decide to develop Phases 2 and 3, The Preserve will likely be built out and they will be able to have a discussion with the neighbors about their development plans. Mr. Harvey commented that he would also like to see that the developer of The Preserve let their buyers know the future development plans for the property.

Council Member Adams asked about notification to the neighbors about changes made to the plat since it was reviewed by the Planning Commission.

Lyle Gibson said that it is not required that the adjacent neighbors receive a separate notice after the Planning Commission has reviewed an item.

Nic Mills said that if there's a substantial change, such as a significant increase in the proposed density, then it would warrant the city noticing the neighbors of the change. If the proposal lessened the proposed density the presumption is that it is less impactful and we wouldn't have to notice in that circumstance.

Council Member Adams said that he feels that if the Planning Commission gives a negative recommendation for an item, and the item continues to the City Council, or if the item changes significantly then the neighbors need to be notified of such. The current system seems to give a false impression to residents.

Mayor Witt commented that she would like to have a combined session with the Planning Commission to have a discussion about some of these types of planning situations.

Wilf Sommerkorn, the Planning Commission Chair, said that in the combined session he would also like to discuss the General Plan update. The Sewer District should be invited so that we can hear their insights as well. Mr. Sommerkorn said that he's been involved in planning for several years and recommendations to the council from the Planning Commission has always been a gray area. A general rule of thumb to follow is when an applicant modifies their application after the Planning Commission gives their recommendation then the modified plan should be taken back to the Commission for review before going to Council.

Council Member Tran made a motion to approve a request to rezone Phase 1 of the Salt Grass Subdivision, consisting of approximately 5.0 acres of property located at 1773 West 200 North from the A-5 (Heavy Agriculture) district to the R-1-10 (Single Family Residential) district for Nephi and Malcolm Harvey. The motion was seconded by Council Member Adams.

Council Member Tran said that she appreciated the work that the Harvey's put into this plan, in taking the advice of the Staff into consideration and giving us an idea of their master plan.

Council Member Blackham said that he had spoken with the Sewer District earlier today about this development and how much density they would consider approving. The sewer district employees told him that they would approve 28 connections on this 14 acre property, which would equate to 2 units per acre. The city has designed west Kaysville for 2 units per acre since at least the 1980's. The sewer district did a major upgrade on their system in 2007 to help to better accommodate this. Our General Plan has allowed for some higher densities along 200 North only since about 2002. Council Member Blackham said that he feels that Phase 1 is not close enough to 200 North to be considered as high density along a major street, and would rather see this phase zoned to the R-1-LD zone instead of R-1-10. The future road stem should also be included within Phase 1, so that when the Andersen's decide to develop their property they won't have to cut into the Harvey's property or acquire the property in order to tie into the road utilities of Morning Mist Lane. If rezoned to R-1-LD, they would still be able to accommodate 2 units per acre, but it would also give them more flexibility with the lots. It would also give assurance to Symphony Homes, developing The Preserve, and will allow the sewer district a way to conduct the studies they need to do in order to accommodate future development. The General Plan also says that it needs to be similar housing density within existing subdivisions, and this development doesn't fit that. The plat needs to be reconfigured so similar sized lots are along the perimeters of the property, adjacent to those within the existing subdivisions.

Council Member Barber asked if this were rezoned to the R-1-LD if they would still be allowed the same number of lots.

Council Member Blackham said they likely would be allowed a similar amount. Council Member Blackham said that he is concerned that if the city approves more zones for more than 2 units an acre west of I-15 that a precedence will be set.

Council Member Lortz said that the only available space that can be developed in this area is the Andersen's property on 200 North. Allowing the R-1-10 here doesn't seem to distract from or disturb surrounding developments and it doesn't seem to set a precedent. The Council can choose to set a limitation of allowed homes on this development to help send the message that we are not allowing the rezone because of the higher density but because of the design of the development.

Council Member Adams said that if things are changed after Planning Commission has reviewed and made their recommendation that it needs to go back to the Planning Commission for review again.

Council Member Lortz said that he would like to see the comments made about Phase 2 taken into account and those changes made before it is brought before the Council again for review.

Council Member Lortz made a substitute motion to approve a request to rezone Phase 1 of the Salt Grass Subdivision, consisting of approximately 5.0 acres of property located at 1773 West 200 North from the A-5 (Heavy Agriculture) district to the R-1-10 (Single Family Residential) district for Nephi and Malcolm Harvey, with the following stipulations:

1. The future roadway be dedicated.
2. The lots be limited to 10, as shown on the preliminary plat.

The motion was seconded by Council Member Tran.

The vote on Council Member Lortz's motion was as follows:

Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
Council Member Blackham, nay

The motion passed with a vote of four to one.

Council Member Lortz made a motion to approve only Phase 1 of the preliminary plat for Salt Grass Subdivision located at 1773 West 200 North for Nephi and Malcolm Harvey, seconded by Council Member Tran.

Council Member Blackham said that the utilities need to be developed to the Harvey/Andersen property line so that when the Andersen's decide to develop they don't have to go onto the Harvey property to get access to those utilities and get the road rededicated. Traditionally the city has required that the utilities and dedicated roadway be included on the plat and run to the property line.

Nephi Harvey said that the reason for not including the future roadway in Phase 1 is because that area will continue to be used for agricultural use. In order to keep their greenbelt they have to have single ownership with continuous uninterrupted access on their agricultural ground. Otherwise they will have to pay a lot of money for taxes on a property they are not ready to develop right now, while it will continue to remain as an agricultural use.

Council Member Blackham said that if it's not included in the plat than that would be considered a permanent cul-de-sac over 600 feet in length, which isn't allowed per city ordinance.

Nephi Harvey said that he has spoken with the fire chief and was told that he only needed to install a temporary turnaround at the end of the road and it wouldn't be considered a cul-de-sac.

Council Member Blackham said that he wants to make sure that the future right-of-way is dedicated with this plat so that there is no issues in the future. The road dedication can be extended without affecting the ownership or use of the property. It will just extend the roadway to the Andersen property for when they want to develop it.

Nic Mills added that before final plat approval the city and the Harvey's could record an agreement which would keep the ownership with the Harvey family so they can avoid the greenbelt issue, and would also protect this property from becoming a spike strip in the future.

The vote on the motion was as follows:

Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
Council Member Blackham, nay
Council Member Adams, yea

The motion passed four to one.

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

Council Member Blackham made a motion to deny Phases 2 and 3, seconded by Council Member Adams.

The vote on the motion was as follows:

Council Member Lortz, yea
Council Member Tran, yea
Council Member Blackham, yea
Council Member Adams, yea
Council Member Barber, yea

The motion passed unanimously.

CONSIDERATION OF UPDATED CONSTRUCTION STANDARD AND SPECIFICATIONS, AND EXCAVATION PERMITS, AND APPROVAL OF AN ORDINANCE ENACTING 19-5-7, TECHNICAL SPECIFICATIONS AND DRAWINGS, OF CHAPTER 19-5, SUBDIVISION STANDARDS, OF TITLE 19, SUBDIVISIONS, OF THE REVISED ORDINANCES OF KAYSVILLE CITY

Josh Belnap explained that in 2016 the Public Works department started to work on updating the Construction Standards and Specifications of the Kaysville City Development Code. Prior to the start of this work, the City's standards were last updated in 1994 and were only available on paper copies. Since 2016, city staff has met with other cities, consultants, UDOT officials, contractors and other Staff members to help identify deficiencies and needed changes. The standards include several sheets of drawings and details that have not gone through final review yet, but staff would like to finalize the text portion while work continues on finalizing the detail pages. In addition, staff have spent the last 9 months updating their current excavation permit after following a similar process and have included it as well, as the two support and work with each other.

Council Member Blackham asked why the bond fee was double if a road is less than 3 years old.

Josh Belnap said that their intent is to protect the very valuable new piece of infrastructure because by doing so, the utmost care will be taken with a new piece of infrastructure in keeping it in good condition. LTAP recommends that these cuts in the pavement reduce the remaining service life of a surface area by as much as 5 to 7 years and we want to avoid that. We are trying to avoid altogether cutting into those roads. If it doesn't work out that way, we are trying to safeguard against potential issues rather than taking a hard moratorium cut.

Council Member Lortz made a motion to approve the updated Construction Standard and Specifications, and Excavation Permits, and approve an Ordinance enacting 19-5-7, Technical Specifications and Drawings, of Chapter 19-5, Subdivision Standards, of Title 19, Subdivisions, of the Revised Ordinances of Kaysville City. The motion was seconded by Council Member Adams.

The vote on the motion was as follows:

Council Member Tran, yea
Council Member Blackham, yea
Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea

The motion passed unanimously.

WORK ITEMS

WATER QUALITY DISCUSSION

Josh Belnap explained that the city's Water Department has spent the last 3 years making several changes aimed at streamlining operations, increasing efficiency and increasing water quality and overall system reliability. These changes include updating our meter infrastructure, planning a project to automate our water tank valving, increasing valve and hydrant inspection/replacement, planning projects to boost chlorine levels, waterline replacements and shifting around responsibilities within the Public Works Department. Each of these has, or will have, had a positive impact on the focus and ability of the department, but we are still finding ourselves shorthanded and scrambling to keep up with the basic operations of the department, let alone deal with emergencies, repairs or other projects. Although the water department operates with enterprise funds rather than the general fund, the department is not unique in terms of staffing shortages and concerns about adequately meeting the demands of operating the system. Public Works would like to discuss available options with the Council to help meet this need. We recognize the difficulty that all the departments are facing in this regard, and the delicate nature of the topic, especially at this time of uncertainty. But we want to do everything we can to prevent an issue from arising with regard to system integrity or water quality.

Mayor Witt asked about how many employees are needed.

Josh Belnap said that after reviewing at state recommendations and discussing this with other water association groups, they feel that realistically they are in need of 2 more employees to help meet their requirements and needs.

Mayor Witt commented that one of the city government's primary requirements is to ensure that the water system works and is well maintained so that we can our residents have safe water. We need to do whatever we can to make sure we can continue doing so.

Council Member Lortz asked when our water rates were last adjusted.

Josh Belnap said that it's been 5 or 6 six years.

Council Member Lortz commented that it's important that we frequently evaluate our rates so we aren't waiting several years to cover costs to maintain our water systems. We should increase our rates on an incremental basis and review it on an annual basis.

Josh Belnap commented that with the current rate structure, they had made cuts within their budget and had planned to prose the positions as part of the FY 2021 budget. As a result of the pandemic and the hiring freeze they had to pull that proposal from their proposed department budget.

Council Member Blackham asked if there were employees in other departments that would be available to help in the water department or wherever else is needed. The water department might come out of a different fund, but the money ultimately is still coming out of the Kaysville citizens' pockets. It's more money that the citizens will have to spend, whether you call it a rate increase or a tax increase. There are strong needs for more employees in other areas of the city, especially in our public safety departments.

Josh Belnap said that they've already been pulling employees from the storm water and streets departments to come and help with water department duties, thereby neglecting their own regular duties. People have had to come in on their days off to try to come help out. While it has worked for now, it is not sustainable.

Council Member Blackham said that the city might be behind enough with our staffing that we need seriously consider backing off of some city projects so we can focus on getting enough employees to adequately provide our services. It seems we are at a point where we are creating potentially unsafe situations because of our lack of employees in these departments.

Council Member Tran said that while job sharing can work in some situations, sometimes it doesn't work logistically.

Council Member Barber said that she commends our city for being very frugal, but the citizens need to know that as the city continues to grow we can't maintain our current staffing and we need to make some adjustments.

The City Council advised Staff to go forward in including the 2 positions for the water department in the FY 2021 budget.

CALL TO THE PUBLIC

Nothing was brought under this item.

COUNCIL MEMBER REPORTS

Council Member Barber thanked everyone who participated in the Independence Day activities that were held over the weekend. There will be more activities over the next few days, including a First Responders Freedom Drive-by and a Patriotic Live Stream. Unfortunately the Air Parade had to be cancelled due to some insurance concerns. At the next City Council meeting, a Public Hearing will be held regarding the fiber bond, as well as fiber related items on the agenda.

Mayor Witt commented that this is the third year that Council Member Barber has been involved with the Independence Day events and thanked her for all she has done.

Council Member Tran said that the Planning Commission is still in the process of updating the General Plan. They have been reaching out to the community and have received a lot of responses from our community.

Council Member Barber said that she wanted to thank those in the community who have been supporting local businesses. It's been great to see all of the support given. A Facebook group was created to help support our local businesses, and throughout the month of July there have been giveaways and scavenger hunts through the city. Our City Council sponsored a giveaway today to help support our local businesses.

CLOSED SESSION

Council Member Barber made a motion to adjourn the City Council meeting at 10:28 p.m. and reconvene into a closed meeting for a strategy session to discuss pending or reasonably imminent litigation, seconded by Council Member Blackham. The motion passed unanimously.

Council Member Lortz made a motion to adjourn the closed meeting at 10:44 p.m. and reconvene into the City Council meeting, seconded by Council Member Adams. The motion passed unanimously.

ADJOURNMENT

Council Member Barber made a motion to adjourn the City Council meeting at 10:45 p.m., seconded by Council Member Lortz and passed unanimously.

STAFF REPORT

COUNCIL MEETING DATE: **August 6, 2020**

TYPE OF ITEM: **Consent**
PRESENTED BY:

SUBJECT/AGENDA TITLE: **Planning Commission Appointment**

EXECUTIVE SUMMARY:

At the end of June we had two Planning Commission member terms expire. The Mayor recently held interviews for the Planning Commission seats. Per Ordinance 17-4-3 (2), Mayor Witt has chosen to reappoint Jared Doxey and Scott Hess as Planning Commission members.

Planning Commission consists of seven (7) members, all of whom must reside in the City for at least one year prior to their appointment. The term of office for each appointment member is three (3) years with no limit to the number of terms that they can be reappointed.

Council Options: Approve or reject

Recommendation: Approve

Fiscal Impact & Fund Source for Recommended Action: This project has no fiscal impact.

Attachments: None

CITY COUNCIL STAFF REPORT

COUNCIL MEETING DATE: August 6, 2020

TYPE OF ITEM: Action

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: A Resolution Approving the Quit-Claim Deed for property from Kaysville City to Access Park, L.C. in the Kaysville Business Park and Authorizing the Mayor to Execute the same.

EXECUTIVE SUMMARY:

Kaysville City originally sold the property to the owners of Access Park which has since been fully developed. This property was sold in the mid 90's and has been platted as lot 81 of the business park. The original deed conveying the property to Access Park does not match the platted lot and the area that has been developed. City staff believes that there was simply an error on the original deed as to the dimension of the property that left a gap and feels it is appropriate to clean up the discrepancy with a quit-claim deed that has been prepared by the property owner's title company without the need for reimbursement.

Council Options: Approve / Disapprove

Recommended Options: Approve

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

Attachments: Resolution, Quit-Claim Deed, exhibits identifying the property in question.

RESOLUTION 20-

A RESOLUTION APPROVING THE QUIT-CLAIM DEED FOR PROPERTY FROM KAYSVILLE CITY TO ACCESS PARK, L.C. IN THE KAYSVILLE BUSINESS PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME.

WHEREAS, Kaysville City (the “city”) owned real property in the Kaysville business park; and

WHEREAS, City sold adjacent property approximately 20 years ago; and

WHEREAS, City intended to convey this property when the adjacent property was sold, but this parcel was inadvertently not conveyed at that time; and

WHEREAS, the City has no continued or foreseeable use for this property but the adjacent property owners, Access Park, L.C. need the property for continued access to the property and maintenance of their respective improvements; and

WHEREAS, the attached Quitclaim Deeds effectuates the agreement between the parties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF KAYSILLE, UTAH:

1. That the City Quit-Claim its interest in the properties to Access Park, L.C. which are attached hereto and incorporated herein by this reference

2. That the Mayor be authorized to sign the said Quit-Claim Deeds on behalf of the City.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this __**th day of _________, 2020.**

____
Katie Witt, Mayor

ATTEST:

____
Annemarie Plaizier, City Recorder

MAIL TAX NOTICES TO AND
AFTER RECORDING RETURN TO:
Access Park, L.C.

____

____

SPACE ABOVE THIS LINE (3 ½" X 5") FOR RECORDER'S USE

QUITCLAIM DEED

Escrow No. NCS-1010900-SLC1 (ach)
A.P.N.: 11-538-0081

Kaysville City, a municipal corporation organized under the laws of the State of Utah, Grantor, hereby QUITCLAIMS to Access Park, L.C., a Utah limited liability company, Grantee, for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the following described tract of land in Davis County, State of Utah , to-wit:

ALL OF LOT 81, KAYSVILLE BUSINESS PARK 81, KAYSVILLE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AUGUST 6, 2003 AS ENTRY NO. 1896166 IN THE DAVIS COUNTY RECORDER'S OFFICE.

Witness, the hand(s) of said Grantor(s), this ____________, 2020.

Kaysville City, a municipal corporation
organized under the laws of the State of Utah

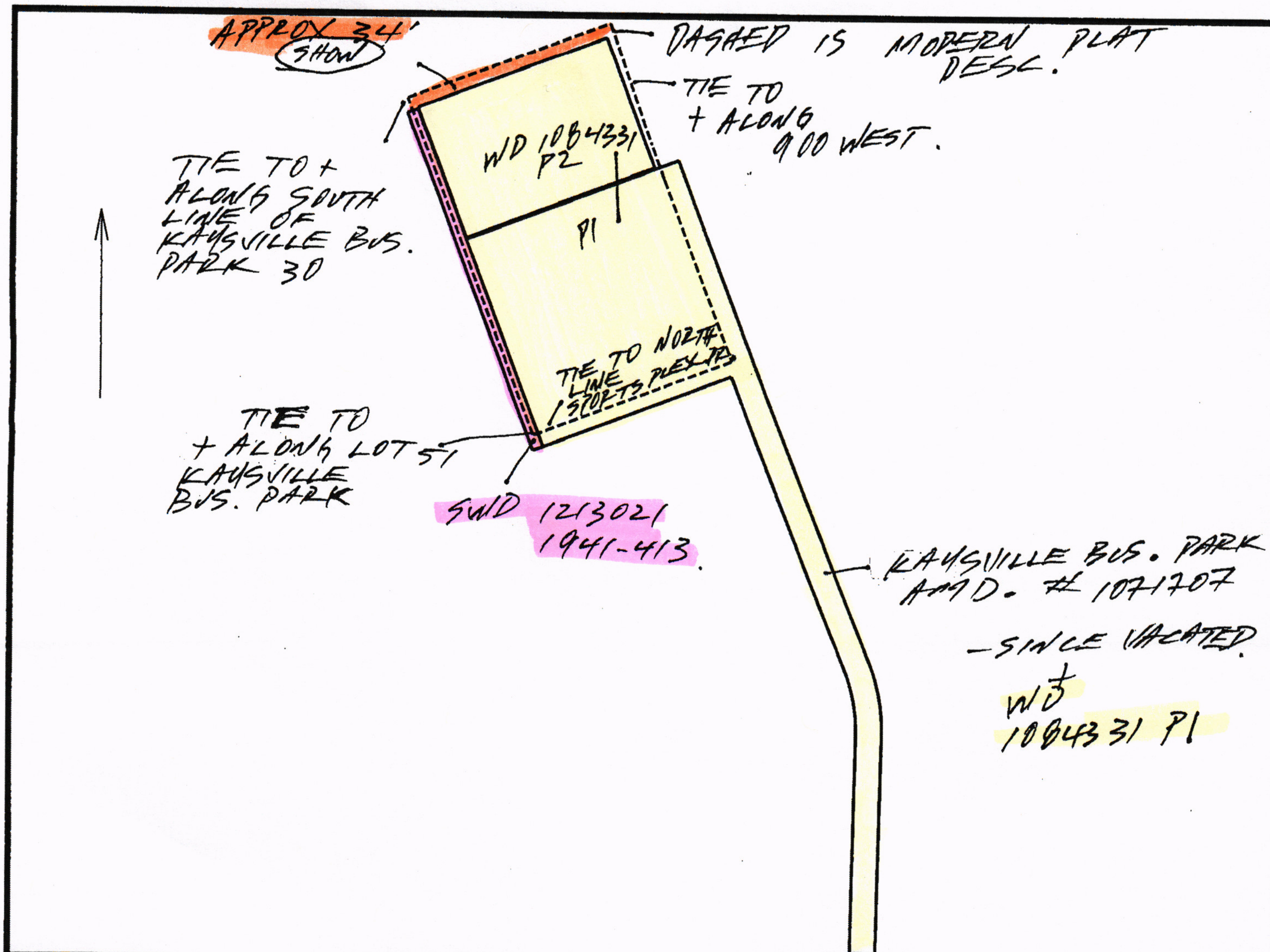
By: ____
Name:
Title:

STATE OF ________________________)
)**ss.**
County of ________________________)

On ________________, 2020, before me, the undersigned Notary Public, personally appeared ________________________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: ________________________________
Notary Public



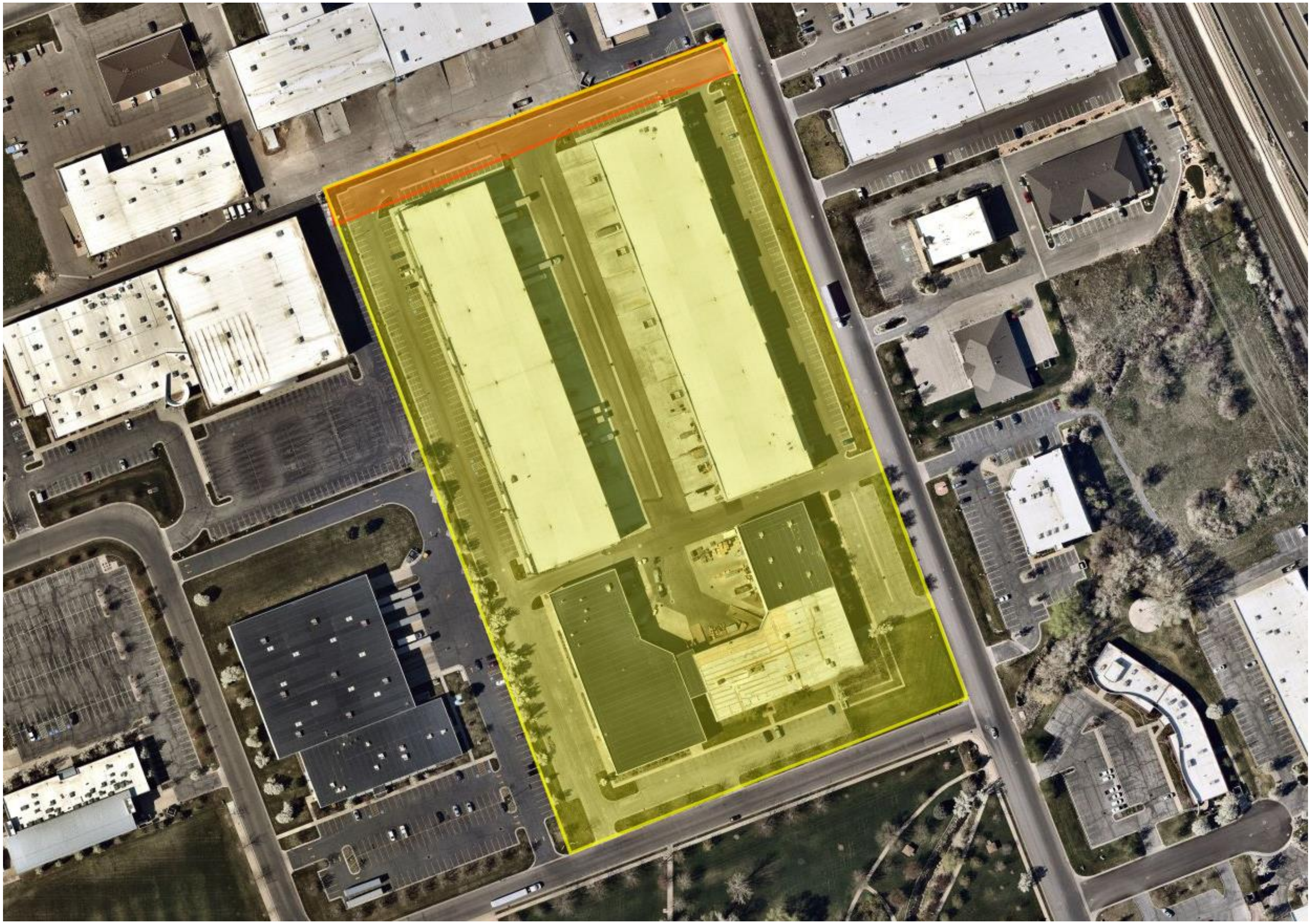
5/4/2020

Scale: 1 inch= 432 feet

File: 1071707 plat k b p amd - since vacated.ndp

Tract 1: 11.2740 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5764 ft.
Tract 2: 4.7980 Acres (209000 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1860 ft.
Tract 3: 0.6784 Acres (29550 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=2030 ft.
Tract 4: 13.1587 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=3139 ft.

01 /n89.4930w 912.75
02 /s25.1719e 11.55
03 /n88.5317w 514.25
04 /n01.0723e 239.08
05 /n88.5056w 535.89
06 s01.0723w 239.45
07 n88.5317w 70
08 n01.0723e 607.08
09 Lt, r=431.87, arc=169.88, chord=n10.0845w 168.79
10 n21.2454w 710.19
11 Rt, r=7262.49, arc=80.79, chord=n21.0546w 80.79
12 n20.4639w 75.79
13 s69.1321w 550
14 n20.4639w 605
15 n69.1321e 620
16 s20.4639e 680.79
17 Lt, r=7192.49, arc=80.01, chord=s21.0546e 80.01
18 s21.2454e 710.19
19 Rt, r=501.87, arc=197.41, chord=s10.0845e 196.14
20 s01.0723w 367.62
21 @0 Merged
22 /n89.4330w 2575.48
23 /n00.0000e 2152.4
24 s69.1321w 550
25 n20.4639w 380
26 n69.1321e 550
27 s20.4639e 380
28 @0 Merged
29 /n89.4930w 2575.48
30 /n00.0000e 2152.4
31 /s69.1321w 550
32 n20.4639w 380
33 s69.1321w 30
34 s20.4639e 985
35 n69.1321e 30
36 n20.4639w 605
37 @0 Merged
38 /n88.4929w 2360.86
39 /n00.0000e 1587.39
40 s69.1321w 580
41 n20.4639w 985.01
42 n69.1321e 589.29
43 s19.2732e 353.29
44 Lt, r=4380.16, delta=001.1907, arc=100.80, chord=s20.0705e 100.80
45 s20.4639e 531.02



Access Park – Kaysville Business Park lot 81

Area in orange roughly represents property needing deed correction.

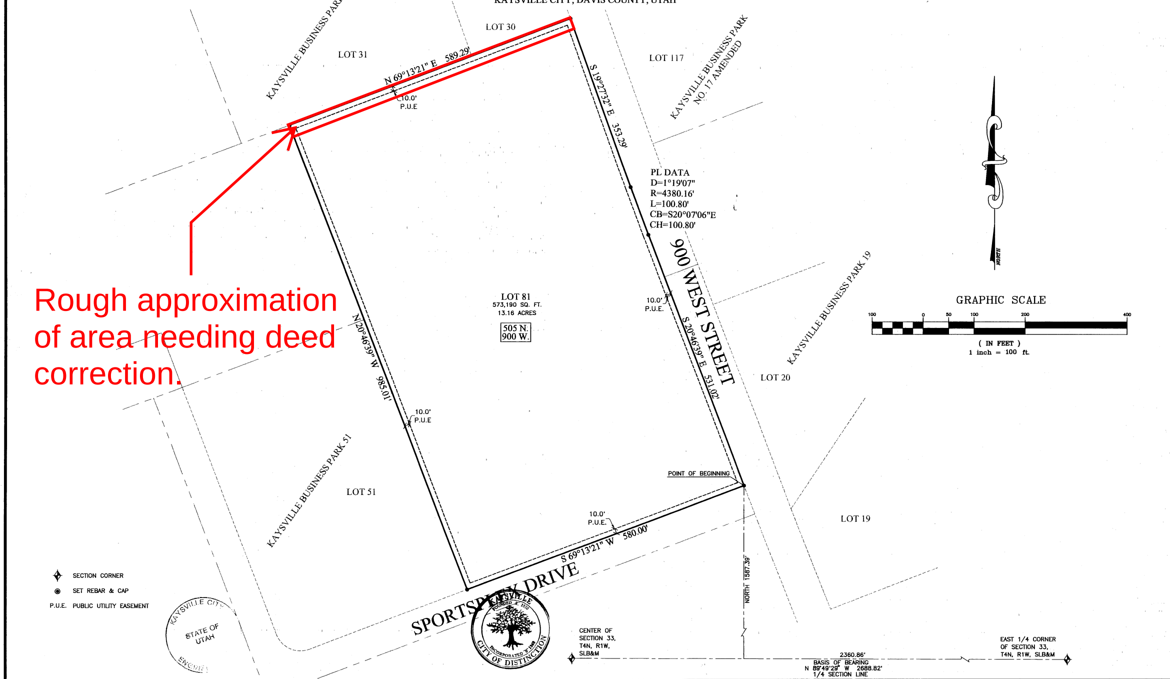
3882

3885

KAYSVILLE BUSINESS PARK 81

BEING A VACATION OF LOT 1 OF KAYSVILLE BUSINESS PARK AMENDED

LOCATED IN THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 33
TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, JASON D. WILLES, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 376067 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER A SURVEY WAS MADE UNDER MY DIRECTION OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS AND EASEMENTS TO BE KNOWN AS: KAYSVILLE BUSINESS PARK 81 – AMENDING LOT 1 OF KAYSVILLE BUSINESS PARK AMENDED. I FURTHER STATE THAT THE REFERENCE MARKERS SHOWN ON THIS PLAT ARE LOCATED AS SHOWN AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

LICENSED LAND SURVEYOR
JASON D. WILLES
376067
STATE OF UTAH
7-09-03

Jason D Willes
JASON D. WILLES
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 376067

7-09-03
DATE

BOUNDARY DESCRIPTON

BEGINNING AT THE NORTHEAST CORNER OF SPORTSPLEX DRIVE AS SHOWN ON THE OFFICIAL PLAT OF KAYSVILLE BUSINESS PARK 51, SAID CORNER BEING NORTH 88°49'29" WEST 2,360.86 FEET ALONG THE QUARTER SECTION LINE AND NORTH 1,587.39 FEET FROM THE EAST QUARTER CORNER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 69°13'21" WEST 580.00 FEET ALONG THE NORTH LINE OF SAID SPORTSPLEX DRIVE TO THE SOUTHEAST CORNER OF LOT 51, KAYSVILLE BUSINESS PARK 51; THENCE NORTH 20°46'39" WEST 985.01 FEET ALONG THE EAST LINE OF KAYSVILLE BUSINESS PARK 51 AND THE EXTENSION THEREOF TO THE SOUTH LINE OF KAYSVILLE BUSINESS PARK 30; THENCE NORTH 69°13'21" EAST 589.29 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF 900 WEST STREET; THENCE THE FOLLOWING 3 (THREE) COURSES BEING TO AND ALONG SAID WEST LINE:
SOUTH 19°27'32" EAST 353.29 FEET TO A POINT OF CURVATURE;
SOUTHEASTERLY 100.80 FEET ALONG THE ARC OF A 4,380.16 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°19'07", THE CHORD OF WHICH BEARS SOUTH 20°07'05" EAST 100.80 FEET;
SOUTH 20°46'39" EAST 531.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.16 ACRES MORE OR LESS.

BASIS OF BEARING: NORTH 89°49'29" WEST FROM THE EAST QUARTER CORNER OF SECTION 33 TO THE CENTER CORNER OF SECTION 33.

OWNERS DEDICATION

I, THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT KAYSVILLE BUSINESS PARK 81 – VACATING LOT 1, KAYSVILLE BUSINESS PARK AMENDED, AND HEREBY DEDICATE, GRANT AND CONVEY TO KAYSVILLE CITY, DAVIS COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO DEDICATE TO KAYSVILLE CITY THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY KAYSVILLE CITY.

SIGNED THIS 16TH DAY OF July 2003

C. Martin Rasmussen
C. MARTIN RASMUSSEN
ACCESS PARK L.C.

ACKNOWLEDGEMENT

STATE OF UTAH)
)SS.
COUNTY OF DAVIS)

ON THIS 16th DAY OF July 2003, PERSONALLY APPEARED BEFORE ME, C. Martin Rasmussen WHO BEING BY ME DULY SWORN DID SAY THAT HE, THE SAID General Manager IS A MEMBER OF Access Park L.C. AND THAT WITHIN THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID CORPORATION AND SAID Carl Martin Rasmussen DULY ACKNOWLEDGED TO ME THAT THE SAID CORPORATION EXECUTED THE SAME.

Lora Egan
NOTARY PUBLIC

NOTARY PUBLIC
LORA EGAN
23 E. CENTER
KAYSVILLE, UT 84037
MY COMMISSION EXPIRES
APRIL 23, 2005
STATE OF UTAH

PREPARED BY:

J-U-B
Engineers • Surveyors • Planners
466 NORTH 900 WEST
KAYSVILLE UT 84037
801 547-0393

PROJECT NO. 53790
JUNE 2003

KAYSVILLE CITY ENGINEER

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

7/28/03
DATE

CITY ENGINEER

KAYSVILLE CITY APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT AND DEDICATION OF THIS PLAT WERE DULY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF KAYSVILLE CITY, UTAH THIS 19th DAY OF June 2003.

ATTEST Linda Ross

TITLE City Recorder

Susan Cook
MAYOR

KAYSVILLE CITY PLANNING COMISSION

APPROVED BY THE KAYSVILLE CITY PLANNING COMMISSION ON THE 12th DAY OF JUNE 2003.

CHAIRPERSON

KAYSVILLE CITY ATTORNEY

I HAVE EXAMINED THIS PLAT AND IN MY OPINION, IT CONFORMS WITH THE CITY ORDINANCES APPLICABLE THERETO AND NOW INFORCE AND EFFECT.

APPROVED THIS 28TH DAY OF JULY 2003.

Felshaw King
SIGNATURE

DAVIS COUNTY RECORDER

ENTRY NO. 1896166 FEE PAID 31.00
FILED FOR RECORD AND RECORDED THIS 6th DAY OF August 2003 AT 8:25 AM IN BOOK 3347 OF OFFICIAL RECORDS PAGE 78

Richard Maughan
DAVIS COUNTY RECORDER

BY James Shaver
DEPUTY RECORDER

3885

STAFF REPORT

COUNCIL MEETING DATE: August 6, 2020

TYPE OF ITEM: Action

SUBJECT/AGENDA TITLE: Consideration for adoption of a Resolution of the City Council of Kaysville City, Utah, authorizing the issuance and sale of not more than $22,000,000 aggregate principal amount of telecommunications, sales and franchise tax revenue bonds, Series 2020; and related.

EXECUTIVE SUMMARY:

This Resolution would authorize the City to issue bonds for a Fiber to the Home project contingent upon a positive vote by Kaysville Voters in November.

Council Options: 1) Adopt the Resolution as drafted. 2) Discuss the Resolution with any modifications that the Council deems appropriate; 3) Decline to adopt the Resolution and remand to staff with further direction.

Recommended Action: Adopt the Resolution as drafted.

Fiscal Impact & Fund Source for Recommended Action: Subsequent Bond Obligations and Payments.

Attachments: Super Parameters Resolution

Kaysville, Utah

August 6, 2020

The City Council (the "Council") of Kaysville City (the "City"), met in regular session in Kaysville, Utah, on August 6, 2020, at 7:00 p.m., with the following Councilmembers being present:

Katie Witt	Mayor
John Adams	Councilmember
Michelle Barber	Councilmember
Mike Blackham	Councilmember
Andre Lortz	Councilmember
Tamara Tran	Councilmember

Also present:

Annemarie Plaizier	City Recorder
Shayne Scott	City Manager
Dean Storey	Finance Director
Nicholas Mills	City Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, a Certificate of Compliance with Open Meeting Law with respect to this August 6, 2020 meeting was presented to the Council, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by Councilmember ________ and seconded by Councilmember ________, adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor. The resolution is as follows:

RESOLUTION NO. 20-___

A RESOLUTION OF THE CITY COUNCIL OF KAYSVILLE CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $22,000,000 AGGREGATE PRINCIPAL AMOUNT OF TELECOMMUNICATIONS, SALES AND FRANCHISE TAX REVENUE BONDS, SERIES 2020; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING THE EXECUTION OF AN INDENTURE, A BOND PURCHASE CONTRACT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of Kaysville City, Utah (the "Issuer") desires to (a) finance all or a portion of the costs of construction of a municipal fiber network and all related improvements and equipment (the "Series 2020 Project"), (b) fund any debt service reserve funds, if necessary, (c) provide for capitalized interest with respect to the Series 2020 Bonds, if necessary, and (d) pay costs of issuance with respect to the Series 2020 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Telecommunications, Sales and Franchise Tax Revenue Bonds, Series 2020 (the "Series 2020 Bonds") (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), (b) this Resolution, and (c) a General Indenture of Trust (the "General Indenture"), and a Supplemental Indenture (the "Supplemental Indenture" and together with the General Indenture, the "Indenture"), with such Indenture in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Council desires to submit the items contemplated by this Resolution, including the issuance of the Series 2020 Bonds to be made conditional upon the passage of a ballot question relating to the issuance of bonds and provision of municipal broadband within the City at an election to be held on November 3, 2020 (the "Election"); and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer held a public hearing on July 16, 2020 for this purpose and desires to ratify the publication of a notice of such hearing with respect to the Series 2020 Bonds, in compliance with the Act; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase contract (the "Bond Purchase Contract"), in substantially the form attached hereto as Exhibit C to be entered into between the Issuer and the underwriter or the Underwriter/Purchaser (the "Underwriter/Purchaser") selected by the Issuer for any portion of the Series 2020 Bonds; and

WHEREAS, in order to allow the Issuer flexibility in setting the pricing date of the Series 2020 Bonds to optimize debt service costs to the Issuer, the Council desires to grant to any two of (i) the Mayor, (ii) the City Finance Director or (iii) the City Manager (the "Designated Officers"), the authority to determine whether the Series 2020 Bonds should be sold, to select the Underwriter/Purchaser, approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2020 Bonds shall be sold, to determine whether interest on the Series 2020 Bonds will be taxable or tax-exempt, and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters").

NOW, THEREFORE, it is hereby resolved by the City Council of Kaysville City, Utah, as follows:

Section 1. For the purpose of (a) financing the Series 2020 Project, (b) funding a deposit to a debt service reserve fund, if necessary, (c) providing for capitalized interest with respect to the Series 2020 Bonds, if necessary, and (d) paying costs of issuance of the Series 2020 Bonds, the Issuer hereby authorizes the issuance of the Series 2020 Bonds which shall be designated "Kaysville City, Utah Telecommunications, Sales and Franchise Tax Revenue Bonds, Series 2020" (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the aggregate principal amount of not to exceed Twenty-two Million Dollars ($22,000,000). The Series 2020 Bonds shall mature in not more than thirty (30) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed five percent (5.0%) per annum and a true interest cost not in excess of three and one-half percent (3.5%), as shall be approved by the Designated Officers, all within the Parameters set forth herein.

Section 2. The Designated Officers are hereby authorized to specify and agree as to the method of sale, the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2020 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution. The selection of the method of sale, the selection of the Underwriter/Purchaser, appointment of a Trustee, and the determination of the final terms and redemption provisions for the Series 2020 Bonds by the Designated Officers shall be evidenced by the execution of the Bond Purchase Contract in substantially the form attached hereto as Exhibit C or a term sheet if the selected Underwriter/Purchaser prefers. The form of the Bond Purchase Contract is hereby authorized, approved and confirmed.

Section 3. Should the Designated Officers determine to have the Series 2020 Bonds underwritten, the Issuer hereby authorizes the utilization of a preliminary official statement or other offering document in the marketing of the Series 2020 Bonds.

Section 4. The General Indenture and the Supplemental Indenture in substantially the forms presented to this meeting and attached hereto as Exhibit B are hereby authorized, approved, and confirmed. The Mayor (or in the Mayor's absence, the Mayor Pro Tem, herein collectively referred to as the "Mayor") and the City Recorder are hereby authorized to execute and deliver the General Indenture and the Supplemental Indenture in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof.

Section 5. The Designated Officers or other appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2020 Bonds, the Bond Purchase Contract, or any other document herein authorized and approved, including the preparation and distribution of any offering document, which may be necessary to conform the same to the final terms of the Series 2020 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 6. The form, terms, and provisions of the Series 2020 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and the City Recorder are hereby authorized and directed to execute and seal the Series 2020 Bonds and to deliver said Series 2020 Bonds to the Trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 7. The Designated Officers or other appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2020 Bonds in accordance with the provisions of the Indenture.

Section 8. Upon their issuance, the Series 2020 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2020 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2020 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers. The Series 2020 Bonds shall not be payable from or secured by any property taxes.

Section 9. The Designated Officers and other appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein, including relating to the acquisition and construction of a municipal fiber network.

Section 10. After the Series 2020 Bonds are delivered by the Trustee to the Underwriter/Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2020 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 11. The Issuer held a public hearing on July 16, 2020, to receive input from the public with respect to (a) the issuance of the Series 2020 Bonds issued under the Act, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2020 Bonds will have on the private sector, which hearing date was not less than fourteen (14) days after notice of the public hearing was first published and such publication was made (i) once a week for two consecutive weeks in the Davis County Clipper, a newspaper of general circulation in the Issuer, (ii) on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The Issuer hereby ratifies the publication of a "Notice of Public Hearing Regarding Bonds to be Issued" in substantially the form attached hereto as Exhibit D-1.

The Issuer will cause a "Notice of Bonds to be Issued" to be published (i) one time in the Davis County Clipper, a newspaper of general circulation in the Issuer, (ii) on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, in substantially the form attached hereto as Exhibit D-2. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Kaysville City offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of the newspaper publication thereof.

Section 12. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2020 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2020 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed $22,000,000.

Section 13. The items contemplated hereby, including the issuance of the Series 2020 Bonds, are expressly made conditional upon the passage of a ballot question relating to the issuance of bonds and provision of municipal fiber within the Issuer at the Election.

Section 14. The Issuer hereby reserves the right to opt not to issue the Series 2020 Bonds for any reason.

Section 15. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this August 6, 2020.

(SEAL)

By:___________________________________
Mayor

ATTEST:

By:___________________________________
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:__________________________________
Mayor

ATTEST:

By:__________________________________
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

I, Annemarie Plaizier, the duly appointed and qualified City Recorder of Kaysville City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on August 6, 2020, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on August 6, 2020, and pursuant to the Resolution, there has been published a Notice of Public Hearing Regarding Bonds to be Issued: (a) one time each week for two consecutive weeks in the Davis County Clipper, a newspaper having general circulation within the City, the affidavit of which publication is hereby attached, (b) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended, and (c) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, and there will be published a Notice of Bonds to be Issued: (x) one time in the Davis County Clipper, a newspaper having general circulation within the City, the affidavit of which publication is hereby attached, (y) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended, and (z) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this August 6, 2020.

(SEAL)

By:____________________________
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Annemarie Plaizier, the undersigned City Recorder of Kaysville City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the August 6, 2020, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Davis County Clipper at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2020 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted in December 2019 at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City in December 2019 and (c) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this August 6, 2020.

(SEAL)

By:________________________________
City Recorder

<u>SCHEDULE 1</u>

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

(attach Proof of Publication of
Notice of Public Hearing Regarding Bonds to be Issued)

EXHIBIT B

GENERAL INDENTURE AND FORM OF SUPPLEMENTAL INDENTURE

(See Transcript Document Nos. __ and __)

EXHIBIT C

FORM OF BOND PURCHASE CONTRACT

(See Transcript Document No. __)

EXHIBIT D-1

NOTICE OF PUBLIC HEARING REGARDING BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on July 16, 2020, the City Council of Kaysville City, Utah (the "Issuer"), is expected to consider for adoption a resolution (the "Resolution") authorizing the issuance of the Issuer's Telecommunications, Sales and Franchise Tax Revenue Bonds, Series 2020 (the "Bonds") in an aggregate principal amount not in excess of $22,000,000.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on July 16, 2020, at the hour of 6:00 p.m. at the Business Resource Center of the Davis Technical College, 450 South Simmons Way, Kaysville, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Bonds and (b) any potential economic impact that the hereinafter defined Project may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE BONDS

The Bonds will be issued for the purpose of (a) financing all or a portion of the costs of construction of a municipal fiber network and all related improvements and equipment (the "Project"), (b) funding any debt service reserve funds, if necessary, (c) providing for capitalized interest with respect to the Series 2020 Bonds, if necessary, and (d) paying costs of issuance of the Bonds.

TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge the revenues generated from the imposition and collection of a Broadband Infrastructure Fee generated from the Project as well as up to 50% of the debt service on the Bonds from the Local Sales and Use Tax revenues and up to 100% of the Municipal Energy Sales and Use Tax revenues received by the Issuer pursuant to Title 59, Chapter 12, Part 2 and Title 10, Chapter 1, Part 3, Utah Code Annotated 1953, as amended, respectively, to the payment of the Bonds.

DATED this June 26, 2020.

/s/ Annemarie Plaizier
City Recorder

EXHIBIT D-2

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on August 6, 2020, the City Council (the "Council") of Kaysville City, Utah (the "Issuer"), adopted a resolution (the "Resolution") authorizing the issuance of the Issuer's Telecommunications, Sales and Franchise Tax Revenue Bonds, Series 2020 (the "Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer).

PURPOSE FOR ISSUING THE BONDS

The Bonds will be issued for the purpose of (a) financing all or a portion of the costs of construction of a municipal fiber network and all related improvements and equipment (the "Project"), (b) funding any debt service reserve funds, if necessary, (c) providing for capitalized interest with respect to the Series 2020 Bonds, if necessary, and (d) paying costs of issuance of the Bonds.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not more than twenty-two million dollars ($22,000,000), to mature in not more than thirty (30) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof and bearing interest at a rate or rates not to exceed five percent (5.0%) per annum and with a true interest cost not to exceed three and one-half percent (3.50%). The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust (previously entered into) and a Supplemental Indenture (together, the "Indenture") which were before the Council at the time of the adoption of the Resolution and said Indenture is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Bonds will not exceed the maximums set forth above. The Issuer reserves the right to not issue the Bonds for any reason and at any time up to the issuance of the Bonds.

SALES AND USE TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge the revenues generated from the imposition and collection of a broadband infrastructure fee generated from the Project, as well as up to 50% of the debt service on the Bonds from the Local Sales and Use Tax revenues and up to 100% of the revenues from the franchise tax, commonly known as the Municipal Energy Sales and Use Tax, received by the Issuer pursuant to Title 59, Chapter 12, Part 2 and Title 10, Chapter 1, Part 3, Utah Code Annotated 1953, as amended, respectively, to the payment of the Bonds.

OUTSTANDING BONDS SECURED BY PLEDGED TAXES

The Issuer currently has $970,000 of bonds outstanding secured by all or a portion of the Sales and Use Tax and $-0- of bonds outstanding secured by all or a portion of the franchise tax commonly known as the Municipal Energy Sales and Use Tax.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at: http://secure.utah.gov/auditor-search/. For additional information, including any information more recent than as of the date of the Financial Report, please contact Dean Storey, Finance Director at (801) 546-1235.

TOTAL ESTIMATED COST OF BONDS

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Bonds if held until maturity, is $32,601,338.

A copy of the Resolution and the Indenture are on file in the office of the Kaysville City Recorder, 23 East Center Street, Kaysville, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Indenture (only as it pertains to the Bonds), or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever and (ii) registered voters within Kaysville City, Utah may sign a written petition requesting an election to authorize the issuance of the Bonds. If written petitions which have been signed by at least 20% of the registered voters of Kaysville City, Utah are filed with the Issuer during said 30-day period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Bonds. If fewer than 20% of the registered voters of Kaysville City, Utah file a written petition during said 30-day period, the Issuer may proceed to issue the Bonds without an election.

DATED this August 6, 2020.

/s/ Annemarie Plaizier
City Recorder

FIRST SUPPLEMENTAL INDENTURE OF TRUST

Dated as of ______ 1, 2020

between

KAYSVILLE CITY, UTAH,
as Issuer

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

and supplementing

General Indenture of Trust
Dated as of ______ 1, 2020

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FIRST SUPPLEMENTAL INDENTURE OF TRUST

This First Supplemental Indenture of Trust, dated as of ______ 1, 2020, by and between the Kaysville City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and Zions Bancorporation, National Association, a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah, as trustee (the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of ______ 1, 2020 (the "General Indenture"), with the Trustee; and

WHEREAS, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, authorizes the issuance of revenue bonds payable from non-property tax revenues of cities, towns, or counties; and

WHEREAS, the Issuer desires to finance all or a portion of the costs of construction of a municipal fiber network and all related improvements and equipment (collectively, the "Series 2020 Project"); and

WHEREAS, to (a) finance the Series 2020 Project, (b) fund a debt service reserve fund, (c) provide for capitalized interest with respect to the Series 2020 Bonds and (d) pay the costs of issuance associated with the issuance of the Series 2020 Bonds herein authorized, the Issuer has determined to issue its Telecommunications, Sales and Franchise Tax Revenue Bonds, Series 2020 in the aggregate principal amount of $__________ (the "Series 2020 Bonds"); and

WHEREAS, the Series 2020 Bonds will be authorized, issued, and secured under the General Indenture, as amended and supplemented by this First Supplemental Indenture of Trust (the "First Supplemental Indenture," and collectively with the General Indenture, and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2020 Bonds and of this First Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2020 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this First Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2020 Bonds, and all Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time, and the issuance of Reserve Instruments by Reserve Instrument Providers, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this First Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and related Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This First Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Bond Purchase Agreement" means the agreement by and between the Issuer and the Underwriter dated ____________.

"Cede" means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

"City" means Kaysville City, Utah.

"Dated Date" means, with respect to the Series 2020 Bonds, _____________.

"DTC" means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.

"Interest Payment Date" means, with respect to the Series 2020 Bonds, each ____ 1 and _______ 1 commencing ________________.

"Regular Record Date" means the fifteenth day immediately preceding each Interest Payment Date.

"Series 2020 Bonds" means the Issuer's $__________ Telecommunications, Sales and Franchise Tax Revenue Bonds, Series 2020 herein authorized.

"Series 2020 Construction Account" means the account established within the Construction Fund under the General Indenture held in trust by the Trustee, into which a portion of the proceeds of the Series 2020 Bonds shall be deposited as provided herein.

"Series 2020 Cost of Issuance Account" means the account established pursuant to Section 3.1 herein with respect to the Series 2020 Bonds.

"Series 2020 Debt Service Reserve Requirement" means $0.

"Series 2020 Project" means the construction of a municipal fiber network and all related improvements and equipment.

"Underwriter" means ________________.

ARTICLE II

ISSUANCE OF THE SERIES 2020 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2020 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) finance costs of the Series 2020 Project, (ii) fund a debt service reserve fund, (iii) provide for capitalized interest with respect to the Series 2020 Bonds and (iv) pay costs incurred in connection with the issuance of the Series 2020 Bonds. The Series 2020 Bonds shall be limited to $__________ in aggregate principal amount, shall be issued in fully registered form, in denominations of $5,000 or any integral multiple thereof, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2020 Bonds shall be designated as and shall be distinguished from the Bonds of all other series by the title, "Telecommunications, Sales and Franchise Tax Revenue Bonds, Series 2020."

Section 2.2 Date, Maturities and Interest. The Series 2020 Bonds shall be dated as of the Dated Date, and shall mature on _____ 1 in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2020 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date, at the rates per annum as set forth below:

Maturity Date (___1)	Principal Amount	Interest Rate

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2020 Bonds and the City Recorder to countersign by facsimile or manual signature the Series 2020 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2020 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2020 Bonds.

Section 2.4 Delivery of Bonds. The Series 2020 Bonds, when executed, registered, and authenticated as provided herein and by law, shall be delivered by the Issuer to the Underwriter upon payment of the purchase price thereof.

Section 2.5 Designation of Registrar. Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah 84133, or Trustee's Principal Corporate Trust Office, is hereby designated as Registrar for the Series 2020 Bonds, which appointment shall be evidenced by a written acceptance from the Registrar.

Section 2.6 Designation of Paying Agent. Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah 84133, or Trustee's Principal Corporate Trust Office, is hereby designated as Paying Agent for the Series 2020 Bonds, which appointment shall be evidenced by a written acceptance from the Paying Agent.

Section 2.7 Limited Obligation. The Series 2020 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Series 2020 Bonds proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof).

Section 2.8 Book-Entry System.

(a) Except as provided in paragraphs (b) and (c) of this Section 2.8 the Registered Owner of all Series 2020 Bonds shall be, and the Series 2020 Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(ii) of this Section 2.8, "DTC"). Payment of the interest on any Series 2020 Bonds shall be made in accordance with the provisions of this First Supplemental Indenture to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2020 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2020 Bonds. Upon initial issuance, the ownership of each such Series 2020 Bonds shall be registered in the registration books of the Issuer kept by the

Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2020 Bonds so registered in the name of Cede, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2020 Bonds. Without limiting the immediately preceding sentence, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2020 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2020 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2020 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2020 Bonds for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2020 Bonds, (2) giving notices of redemption and other matters with respect to such Series 2020 Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2020 Bonds are registered in the name of CEDE & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2020 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.8, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this First Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this First Supplemental Indenture, the word "Cede" in this First Supplemental Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.8, and notwithstanding any other provisions of this First Supplemental Indenture, the Series 2020 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2020 Bonds at any time by giving written notice to the Issuer, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2020 Bonds under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2020 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2020 Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2020 Bonds upon receipt by the Issuer, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2020 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2020 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2020 Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2020 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2020 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2020 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2020 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Registrar shall authenticate Series 2020 Bonds certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2020 Bonds.

(iv) Notwithstanding any other provision of this First Supplemental Indenture to the contrary, so long as any Series 2020 Bonds is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2020 Bonds and all notices with respect to such Series 2020 Bonds shall be made and given, respectively, to DTC.

(v) In connection with any notice or other communication to be provided to Holders of Series 2020 Bonds registered in the name of Cede pursuant to this First Supplemental Indenture by the Issuer or the Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

Section 2.9 Optional Redemption. The Series 2020 Bonds maturing on or prior to _________, are not subject to call or redemption prior to maturity. The Series 2020 Bonds maturing on or after __________, are subject to redemption at the option of the Issuer on __________, and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Issuer and by lot within each maturity if less than the full amount of any maturity is to be redeemed at a redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date fixed for redemption.

Section 2.10 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2020 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

Section 2.11 General Covenant. The average annual installments of principal and interest on the Series 2020 Bonds will not at any one time exceed eighty percent (80%) of the total amount of Revenues received by the Issuer during the Bond Fund Year immediately preceding the Bond Fund Year in which the resolution authorizing the issuance of the Series 2020 Bonds was adopted.

ARTICLE III

APPLICATION OF PROCEEDS

Section 3.1 Application of Proceeds of the Series 2020 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2020 Bonds in the amount of $__________, being the par amount of the Series 2020 Bonds, plus a reoffering premium of $____________, and less an Underwriter's discount of $________, which amount the Trustee shall apply as follows:

(a) In the Series 2020 Construction Account within the Construction Fund, the amount of $__________ to finance the Series 2020; and

(b) The remaining amount to be deposited into the Series 2020 Costs of Issuance Account to pay costs of issuance.

Section 3.2 Creation and Operation of Series 2020 Cost of Issuance Account. A Series 2020 Cost of Issuance Account is hereby created to be held by the Trustee. Moneys in such Account shall be used to pay costs of issuance of the Series 2020 Bonds. Costs of issuance shall be paid by the Trustee from the Series 2020 Cost of Issuance Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request by an Authorized Representative in substantially the form of Exhibit B attached hereto. Any unexpended balances remaining in the Series 2020 Cost of Issuance Account 60 days after delivery of the Series 2020 Bonds shall be paid to the Issuer.

Section 3.3 Disbursements from Series 2020 Construction Account. Disbursements of moneys in the Series 2020 Construction Account shall be made in accordance with the provisions of Section 5.1 of the General Indenture.

Section 3.4 Series 2020 Debt Service Reserve Account. For purposes of the Series 2020 Bonds, the Debt Service Reserve Requirement shall equal $____.

Section 3.5 Series 2020 Bonds as Initial Bonds; Delivery to Underwriter. The Series 2020 Bonds are Initial Bonds under the Indenture. It is hereby determined that the Series 2020 Bonds shall be authenticated and delivered to the account of the Underwriter upon compliance with the General Indenture and the Bond Purchase Agreement.

ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE, SALE OF SERIES 2020 BONDS

Section 4.1 Confirmation of General Indenture. As supplemented by this First Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture, and this First Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this First Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

Section 4.2 Confirmation of Sale of Series 2020 Bonds. The sale of the Series 2020 Bonds to the Underwriter as described in Section 3.1 herein is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this First Supplemental Indenture of Trust to be executed as of the date first above written.

KAYSVILLE CITY, UTAH

(SEAL)

By:__________________________________

Mayor

COUNTERSIGN:

____

City Recorder

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION, as Trustee

By:__________________________________

Title:________________________________

EXHIBIT A

(FORM OF SERIES 2020 BONDS)

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
KAYSVILLE CITY, UTAH
TELECOMMUNICATIONS, SALES AND FRANCHISE TAX REVENUE BONDS
SERIES 2020

Number R - $_________

Interest Rate	Maturity Date	Dated Date	CUSIP
___%	__________, _____	___________	

Registered Owner: CEDE & CO.

Principal Amount: ____________________ DOLLARS**********************

Kaysville City, Utah ("Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on or before the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on ______ 1 and _______ 1 of each year commencing ____________ (each an "Interest Payment Date"), until said Principal Amount is paid. Principal shall be payable upon surrender of this Bond at the principal offices of Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah 84133 ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed on the Interest Payment Date to the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date (the "Record Date") at the address of such Registered Owner as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered

Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds of the Issuer designated Telecommunications, Sales and Franchise Tax Revenue Bonds, Series 2020 (the "Series 2020 Bonds") in the aggregate principal amount of $__________ of like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust, dated as of ______ 1, 2020, and a First Supplemental Indenture of Trust dated as of ______ 1, 2020, each by and between the Issuer and the Trustee, (collectively the "Indenture") approved by resolution adopted on July 16, 2020 (the "Bond Resolution"), for the purpose of (i) financing all or a portion of the costs of construction of a municipal fiber network and all related improvements and equipment (the "Series 2020 Project"), (ii) funding a debt service reserve fund, (iii) providing for capitalized interest with respect to the Series 2020 Bonds and (iv) paying costs of issuance with respect to the Series 2020 Bonds, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "Kaysville City, Utah Telecommunications, Sales and Franchise Tax Revenue Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Revenues as defined in and more fully described and provided in the Indenture.

The Series 2020 Bonds shall be payable only from the Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2020 Bonds, and the Parity Bonds from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2020 Bonds, the terms upon which the Series 2020 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Series 2020 Bonds and on all Series 2020 Bonds authenticated prior to the first Interest Payment Date, shall accrue from the Dated Date specified above. Interest on the Series 2020 Bonds authenticated on or subsequent to the first Interest Payment Date, shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date as of that date; provided, however, that if interest on the Series 2020 Bonds shall be in default, interest on the Series 2020 Bonds issued in exchange for Series 2020 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2020 Bonds surrendered.

The Series 2020 Bonds are subject to redemption prior to maturity as provided in the Indenture.

This Series 2020 Bonds is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the Principal Corporate Trust Offices of Zions Bancorporation, National Association (the "Registrar"), but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Series 2020 Bonds shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Series 2020 Bonds is issued under and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and this Series 2020 Bonds does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Series 2020 Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that, within the limits provided by law, it will cause to be collected and accounted for sufficient Revenues as defined in the Indenture as will at all times be sufficient to pay promptly the principal of and interest on this Series 2020 Bonds and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

IN ACCORDANCE WITH SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH HEREBY PLEDGES AND AGREES WITH THE HOLDERS OF THE SERIES 2020 BONDS THAT IT WILL NOT ALTER, IMPAIR OR LIMIT THE TAXES INCLUDED IN THE REVENUES IN A MANNER THAT REDUCES THE AMOUNTS TO BE REBATED TO THE ISSUER WHICH ARE DEVOTED OR PLEDGED AS AUTHORIZED IN SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, UNTIL THE SERIES 2020 BONDS, TOGETHER

WITH APPLICABLE INTEREST THEREON, ARE FULLY MET AND DISCHARGED; PROVIDED, HOWEVER, THAT NOTHING SHALL PRECLUDE SUCH ALTERATION, IMPAIRMENT OR LIMITATION IF AND WHEN ADEQUATE PROVISION SHALL BE MADE BY LAW FOR PROTECTION OF THE HOLDERS OF THE SERIES 2020 BONDS.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2020 Bonds have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Series 2020 Bonds, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Series 2020 Bonds and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Series 2020 Bonds is one and all bonds issued on a parity with this Series 2020 Bonds.

This Series 2020 Bonds shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Series 2020 Bonds shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Series 2020 Bonds to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

(SEAL)

(facsimile or manual signature)
Mayor

COUNTERSIGN:

(facsimile or manual signature)
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Telecommunications and Franchise Tax Revenue Bonds, Series 2020 of Kaysville City, Utah.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By: (Manual Signature)
Authorized Officer

Date of Authentication: ___________________

ASSIGNMENT

FOR VALUE RECEIVED, ____, the undersigned, hereby sells, assigns and transfers unto:

____

(Social Security or Other Identifying Number of Assignee)

____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ________________________ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:___________________

Signature:____________________________

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	–	as tenants in common
TEN ENT	–	as tenants by the entireties
JT TEN	–	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT ______________________________
(Cust.)

Custodian for ______________________________
(Minor)

under Uniform Gifts to Minors Act of ______________________________
(State)

Additional abbreviations may also be used though not in the above list.

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

Zions Bancorporation, National Association
Corporate Trust Office
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Pursuant to Section 3.2 of the First Supplemental Indenture of Trust dated as of ______ 1, 2020, you are hereby authorized to pay to the following costs of issuance from the Series 2020 Cost of Issuance Account:

[See Attached Schedule]

____
AUTHORIZED REPRESENTATIVE,
KAYSVILLE CITY, UTAH

COSTS OF ISSUANCE

Series 2020 Bonds

Payee	Purpose	Amount

GENERAL INDENTURE OF TRUST

Dated as of _______ 1, 2020

between

KAYSVILLE CITY, UTAH

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION
as Trustee

Relating to

KAYSVILLE CITY, UTAH
TELECOMMUNICATIONS, SALES AND FRANCHISE TAX REVENUE BONDS

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4849-3387-4368, v. 1

4849-3387-4368, v. 1

THIS GENERAL INDENTURE OF TRUST, dated as of _______ 1, 2020, by and between Kaysville City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer"), and Zions Bancorporation, National Association, a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal corporate trust office in Salt Lake City, Utah, as trustee (the "Trustee"),

W I T N E S S E T H:

WHEREAS, the Issuer desires to finance and/or refinance all or a portion of the costs of facilities, equipment and improvements for the benefit of the Issuer pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and/or the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the "Act"); and

WHEREAS, the Issuer is authorized under the Act to issue its bonds secured by a pledge of and payable from the Revenues described herein; and

WHEREAS, the Issuer desires to pledge said Revenues toward the payment of the principal and interest on Bonds issued hereunder:

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

For and in consideration of the premises, the mutual covenants of the Issuer and the Trustee, the purchase from time to time of the Bonds by the Registered Owners thereof, the issuance by Security Instrument Issuers from time to time of Security Instruments and the issuance by Reserve Instrument Providers from time to time of Reserve Instruments, and in order to secure the payment of the principal of and premium, if any, and interest on the Bonds, of all Repayment Obligations according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein, in the Bonds, in all Security Instrument Agreements and in all Reserve Instrument Agreements, the Issuer does hereby convey, assign and pledge unto the Trustee and unto its successors in trust forever all right, title and interest of the Issuer in and to (i) the Revenues, (ii) all moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund), and (iii) all other rights hereinafter granted, first, for the further securing of the Bonds and all Security Instrument Repayment Obligations, and second, for the further security of all Reserve Instrument Repayment Obligations, subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby and hereafter conveyed and assigned, or agreed or intended so to be, to the Trustee and its respective successors and assigns in such trust forever;

IN TRUST NEVERTHELESS, upon the terms and trust set forth in this Indenture, FIRST, for the equal and proportionate benefit, security and protection of all Registered Owners of the Bonds issued pursuant to and secured by this Indenture and all Security

Instrument Issuers without privilege, priority or distinction as to the lien or otherwise of any Bond or Security Instrument Issuer over any other by reason of time of issuance, sale, delivery or maturity or expiration thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Indenture; and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal and premium, if any, on the Bonds and the interest due or to become due thereon, at the times and in the manner mentioned in the Bonds, all Security Instrument Repayment Obligations, according to the true intent and meaning thereof, and all Reserve Instrument Repayment Obligations, according to the true intent and meaning thereof, or shall provide, as permitted by this Indenture, for the payment thereof as provided in Article X hereof, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of this Indenture, then upon such final payments or provisions for such payments by the Issuer, this Indenture, and the rights hereby granted, shall terminate; otherwise this Indenture shall remain in full force and effect.

The terms and conditions upon which the Bonds are to be executed, authenticated, delivered, secured and accepted by all persons who from time to time shall be or become Registered Owners thereof, and the trusts and conditions upon which the Revenues are to be held and disposed, which said trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Indenture, the following terms shall have the following meanings unless the context otherwise clearly indicates:

"Accreted Amount" means, with respect to Capital Appreciation Bonds of any Series and as of the date of calculation, the amount representing the initial public offering price, plus the accumulated and compounded interest on such Bonds, as established pursuant to the Supplemental Indenture authorizing such Capital Appreciation Bonds.

"Act" means, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code, each to the extent applicable.

"Additional Bonds" means all Bonds issued under this Indenture other than the Initial Bonds.

"Administrative Costs" means all Security Instrument Costs, Reserve Instrument Costs and Rebatable Arbitrage.

"Aggregate Annual Debt Service Requirement" means the total Debt Service (including any Repayment Obligations) for any one Bond Fund Year (or other specific period) on all Series of Bonds Outstanding or any specified portion thereof.

"Authorized Amount" means, with respect to a Commercial Paper Program, the maximum Principal amount of commercial paper which is then authorized by the Issuer to be outstanding at any one time pursuant to such Commercial Paper Program.

"Authorized Representative" means the Mayor, the City Manager, or the Finance Director of the Issuer or any other officer of the Issuer certified in writing to the Trustee by the Issuer.

"Average Aggregate Annual Debt Service Requirement" means the total of all Aggregate Annual Debt Service Requirements divided by the total Bond Fund Years of the Bonds Outstanding or any specified portion thereof.

"Bond Fund" means the Kaysville City, Utah Telecommunications, Sales and Franchise Tax Revenue Bond Fund created in Section 3.2 hereof to be held by the Trustee and administered pursuant to Section 5.3 hereof.

"Bond Fund Year" means the 12-month period beginning July 1 of each year and ending on the next succeeding June 30, except that the first Bond Fund Year shall begin on the date of delivery of the Initial Bonds and shall end on the next succeeding June 30.

"Bondholder," "Bondowner," "Registered Owner" or "Owner" means the registered owner of any Bonds herein authorized according to the registration books of the Issuer maintained by the Trustee as Registrar.

"Bonds" means bonds, notes, commercial paper or other obligations (other than Repayment Obligations) authorized by and at any time Outstanding pursuant to this Indenture, including the Initial Bonds and any Additional Bonds.

"Business Day" means any day (i)(a) on which banking business is transacted, but not including any day on which banks are authorized to be closed in New York City or in the city in which the Trustee has its Principal Corporate Trust Office or, with respect to a related Series of Bonds, in the city in which any Security Instrument Issuer has its principal office for purposes of such Security Instrument and (b) on which the New York Stock Exchange is open, or (ii) as otherwise provided in a Supplemental Indenture.

"Capital Appreciation Bonds" means Bonds, the interest on which (i) is compounded and accumulated at the rates and on the dates set forth in the Supplemental Indenture authorizing the issuance of such Bonds and designating them as Capital Appreciation Bonds, and (ii) is payable upon maturity or prior redemption of such Bonds.

"City Recorder" means the City Recorder of the Issuer and any deputy to the City Recorder or any successor to the duties of such office.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commercial Paper Program" means commercial paper obligations with maturities of not more than two hundred seventy (270) days from the dates of issuance thereof which are issued and reissued by the Issuer from time to time pursuant to Article II hereof and are outstanding up to an Authorized Amount.

"Construction Fund" means the Kaysville City, Utah Telecommunications, Sales and Franchise Tax Revenue Construction Fund created in Section 3.1 hereof to be held by the Trustee and administered pursuant to Section 5.1 hereof.

"Cost" or "Costs" or "Cost of Completion", or any phrase of similar import, in connection with a Project or with the refunding of any bonds, means all costs and expenses which are properly chargeable thereto under generally accepted accounting principles or which are incidental to the financing, acquisition and construction of a Project, or the refunding of any bonds, including, without limiting the generality of the foregoing:

(a) amounts payable to contractors and costs incident to the award of contracts;

(b) cost of labor, facilities and services furnished by the Issuer and its employees or others, materials and supplies purchased by the Issuer or others and permits and licenses obtained by the Issuer or others;

(c) engineering, architectural, legal, planning, underwriting, accounting and other professional and advisory fees;

(d) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;

(e) interest expenses, including interest on the Series of Bonds relating to a Project;

(f) printing, engraving and other expenses of financing, including fees of financial rating services and other costs of issuing the Series of Bonds (including costs of interest rate caps and costs related to Interest Rate Swaps (or the elimination thereof));

(g) costs, fees and expenses in connection with the acquisition of real and personal property or rights therein, including premiums for title insurance;

(h) costs of furniture, fixtures, and equipment purchased by the Issuer and necessary to construct a Project;

(i) amounts required to repay temporary or bond anticipation loans or notes made to finance the costs of a Project;

(j) cost of site improvements performed by the Issuer in anticipation of a Project;

(k) moneys necessary to fund the funds created under this Indenture;

(l) costs of the capitalization with proceeds of a Series of Bonds issued hereunder of any operation and maintenance expenses and other working capital appertaining to any facilities to be acquired for a Project and of any interest on a Series of Bonds for any period not exceeding the period estimated by the Issuer to effect the construction of a Project plus one year, as herein provided, of any discount on bonds or other securities, and of any reserves for the payment of the principal of and interest on a Series of Bonds, of any replacement expenses and of any other cost of issuance of a Series of Bonds or other securities, Security Instrument Costs and Reserve Instrument Costs;

(m) costs of amending any indenture or other instrument authorizing the issuance of or otherwise appertaining to a Series of Bonds;

(n) all other expenses necessary or desirable and appertaining to a Project, as estimated or otherwise ascertained by the Issuer, including costs of contingencies for a Project; and

(o) payment to the Issuer of such amounts, if any, as shall be necessary to reimburse the Issuer in full for advances and payments theretofore made or costs theretofore incurred by the Issuer for any item of Costs.

In the case of refunding or redeeming any bonds or other obligations, "Cost" includes, without limiting the generality of the foregoing, the items listed in (c), (e), (f), (i), (k), (l), (m) and (o) above, advertising and other expenses related to the redemption of such bonds to be redeemed and the redemption price of such bonds (and the accrued interest payable on redemption to the extent not otherwise provided for).

"Cross-over Date" means, with respect to Cross-over Refunding Bonds, the date on which the Principal portion of the related Cross-over Refunded Bonds is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds.

"Cross-over Refunded Bonds" means Bonds or other obligations refunded by Cross-over Refunding Bonds.

"Cross-over Refunding Bonds" means Bonds issued for the purpose of refunding Bonds or other obligations if the proceeds of such Cross-over Refunding Bonds are irrevocably deposited in escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, to secure the payment on an applicable redemption date or maturity date of the Cross-over Refunded Bonds (subject to possible use to pay Principal of the Cross-over Refunding Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Bonds until the Cross-over Date.

"Current Interest Bonds" means all Bonds other than Capital Appreciation Bonds. Interest on Current Interest Bonds shall be payable periodically on the Interest Payment Dates provided therefor in a Supplemental Indenture.

"Debt Service" means, for any particular Bond Fund Year and for any Series of Bonds and any Repayment Obligations, an amount equal to the sum of (i) all interest payable during such Bond Fund Year on such Series of Bonds plus (ii) the Principal Installments payable during such Bond Fund Year on (a) such Bonds Outstanding, calculated on the assumption that Bonds Outstanding on the day of calculation cease to be Outstanding by reason of, but only by reason of, payment either upon maturity or application of any Sinking Fund Installments required by the Indenture and (b) such Repayment Obligations then outstanding;

provided, however, for purposes of Section 2.13 hereof,

(1) when calculating interest payable during such Bond Fund Year for any Series of Variable Rate Bonds or Repayment Obligations bearing interest at a variable rate which cannot be ascertained for any particular Bond Fund Year, it shall be assumed that such Series of Variable Rate Bonds or related Repayment Obligations will bear interest at such market rate of interest applicable to such Series of Variable Rate Bonds or related Repayment Obligations, as shall be established for this purpose in the opinion of the Issuer's financial advisor, underwriter or similar agent (which market rate of interest may

be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

(2) when calculating interest payable during such Bond Fund Year for any Series of Variable Rate Bonds which are issued with a floating rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a fixed interest rate, such Series of Variable Rate Bonds shall be deemed to bear interest at the effective fixed annual rate thereon as a result of such Interest Rate Swap; provided that such effective fixed annual rate may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(3) when calculating interest payable during such Bond Fund Year for any Series of Bonds which are issued with a fixed interest rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a floating amount, Debt Service shall include the interest payable on such Series of Bonds, less fixed amounts to be received by the Issuer under such Interest Rate Swap plus the amount of the floating payments (using the market rate in a manner similar to that described in (1) above, unless another method of estimation is more appropriate, in the opinion of the Issuer's financial advisor, underwriter or similar agent with the approval of each Rating Agency, for such floating payments) to be made by the Issuer under the Interest Rate Swap; provided that the above described calculation of Debt Service may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(4) when calculating interest payable during such Bond Fund Year with respect to any Commercial Paper Program, Debt Service shall include an amount equal to the sum of all principal and interest payments that would be payable during such Bond Fund Year assuming that the Authorized Amount of such Commercial Paper Program is amortized on a level debt service basis over a period of 30 years beginning on the date of calculation or, if later, the last day of the period during which obligations can be issued under such Commercial Paper Program, and bearing interest at such market rate of interest applicable to such Commercial Paper Program as shall be established for this purpose in the opinion of the Issuer's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise); and

(5) When calculating interest payable on Bonds that are Paired Obligations, the interest rate on such Bonds shall be the resulting linked rate or effective fixed interest rate to be paid by the Issuer with respect to such Paired Obligations;

and further provided, that there shall be excluded from Debt Service (a) interest on Bonds (including Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that Escrowed Interest or capitalized interest is available to pay such interest, (b) Principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are on deposit in an irrevocable escrow in satisfaction of the requirements of Section 11-

27-3, Utah Code, as amended, and such proceeds or the earnings thereon are required to be applied to pay such Principal (subject to the possible use to pay the Principal of the Cross-over Refunding Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such Principal and, (c) Repayment Obligations to the extent that payments on Pledged Bonds relating to such Repayment Obligations satisfy the Issuer's obligation to pay such Repayment Obligations.

"Debt Service Reserve Fund" means the Kaysville City, Utah Telecommunications, Sales and Franchise Tax Revenue Debt Service Reserve Fund created in Section 3.4 hereof to be held by the Trustee and administered pursuant to Section 5.5 hereof.

"Debt Service Reserve Requirement" means, with respect to each Series of Bonds issued pursuant to this Indenture, unless otherwise provided in the related Supplemental Indenture, an amount equal to the least of (a) ten percent (10%) of the proceeds of such Series of Bonds determined on the basis of original principal amount (unless original issue premium or original issue discount exceeds two percent (2%) of original Principal, then determined on the basis of initial purchase price to the public), (b) the maximum annual Debt Service during any Bond Fund Year for such Series of Bonds, and (c) one hundred twenty-five percent (125%) of the average annual Debt Service for such Series of Bonds; provided, however, that in the event any Series of Refunding Bonds is issued to refund only a portion and not all of the then Outstanding Bonds of any other Series issued pursuant to this Indenture (the "Prior Bonds"), then the portion of such Series of Prior Bonds that remain Outstanding immediately after the issuance of such Refunding Bonds and the portion of such Refunding Bonds that is allocable to the refunding of such Series of Prior Bonds may be combined and treated as a single Series for purpose of determining the Debt Service Reserve Requirement relating to such combined Series and the resulting requirement shall be allocated among the two (2) Series pro rata based upon the total principal amount remaining Outstanding for each Series. The Debt Service Reserve Requirement may be funded by proceeds from the sale of such Series of Bonds, by a Reserve Instrument as herein provided or, if provided in the related Supplemental Indenture, may be accumulated over time. Each account of the Debt Service Reserve Fund shall only be used with respect to the related Series of Bonds.

"Direct Obligations" means noncallable Government Obligations.

"Escrowed Interest" means amounts irrevocably deposited in escrow in accordance with the requirements of Section 11-27-3, Utah Code, in connection with the issuance of refunding bonds or Cross-over Refunding Bonds secured by such amounts or earnings on such amounts which are required to be applied to pay interest on such Cross-over Refunding Bonds or the related Cross-over Refunded Bonds.

"Event of Default" means with respect to any default or event of default hereunder any occurrence or event specified in and defined by Section 7.1 hereof.

"Fitch" means Fitch Ratings.

"Franchise Tax Revenues" means all franchise tax revenues received by the City pursuant to Title 10, Chapter 1, Part 3, Utah Code Annotated 1953, as amended.

"Governing Body" means the City Council of the Issuer.

"Government Obligations" means solely one or more of the following:

(a) State and Local Government Series issued by the United States Treasury ("SLGS");

(b) United States Treasury bills, notes and bonds, as traded on the open market;

(c) Zero Coupon United States Treasury Bonds; and

(d) Any other direct obligations of or obligations fully and unconditionally guaranteed by, the United States of America (including, without limitation, obligations commonly referred to as "REFCORP strips").

"Indenture" means this General Indenture of Trust as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms of this Indenture.

"Initial Bonds" means the first Series of Bonds issued under this Indenture.

"Interest Payment Date" means the stated payment date of an installment of interest on the Bonds.

"Interest Rate Swap" means an agreement between the Issuer or the Trustee and a Swap Counterparty related to a Series of Bonds whereby a variable rate cash flow (which may be subject to any interest rate cap) on a principal or notional amount is exchanged for a fixed rate of return on an equal principal or notional amount. If the Issuer or the Trustee enters into more than one Interest Rate Swap with respect to a Series of Bonds, each Interest Rate Swap shall specify the same payment dates.

"Issuer" means Kaysville City, Utah and its successors.

"Mayor" means the Mayor of the Issuer or any successor to the duties of such office.

"Moody's" means Moody's Investors Service, Inc.

"MSRB" means the Municipal Securities Rulemaking Board.

"Outstanding" or "Bonds Outstanding" means at any date all Bonds which have not been canceled which have been or are being authenticated and delivered by the Trustee under this Indenture, except:

(a) Any Bond or portion thereof which at the time has been paid or deemed paid pursuant to Article X of this Indenture; and

(b) Any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered hereunder, unless proof satisfactory to the Trustee is presented that such Bond is held by a bona fide holder in due course.

"Owner(s)" or "Registered Owner(s)" means the registered owner(s) of the Bonds according to the registration books of the Issuer maintained by the Trustee as Registrar for the Bonds pursuant to Sections 2.6, 6.5, and 11.5 hereof.

"Paired Obligations" means any Series (or portion thereof) of Bonds designated as Paired Obligations in the Supplemental Indenture authorizing the issuance or incurrence thereof, which are simultaneously issued or incurred (i) the Principal of which is of equal amount maturing and to be redeemed (or cancelled after acquisition thereof) on the same dates and in the same amounts, and (ii) the interest rates of which, when taken together, result in an irrevocably fixed interest rate obligation of the Issuer for the terms of such Bonds.

"Paying Agent" means the Trustee, appointed as the initial paying agent for the Bonds pursuant to Sections 6.6 and 11.5 hereof, and any additional or successor paying agent appointed pursuant hereto.

"Pledged Bonds" means any Bonds that have been (i) pledged or in which any interest has otherwise been granted to a Security Instrument Issuer as collateral security for Security Instrument Repayment Obligations or (ii) purchased and held by a Security Instrument Issuer pursuant to a Security Instrument.

"Principal" means (i) with respect to any Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed unearned interest), except as used in connection with the authorization and issuance of Bonds and with the order of priority of payment of Bonds after an Event of Default, in which case "Principal" means the initial public offering price of a Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest), and (ii) with respect to any Current Interest Bond, the principal amount of such Bond payable at maturity.

"Principal Corporate Trust Office" means, with respect to the Trustee, the office of the Trustee at One South Main Street, 12th Floor, Salt Lake City, Utah 84133, or such other or additional offices as may be specified by the Trustee.

"Principal Installment" means, as of any date of calculation, (i) with respect to any Series of Bonds, so long as any Bonds thereof are Outstanding, (a) the Principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established, or (b) the unsatisfied balance of any Sinking Fund Installment due on a certain future date for Bonds of such Series, plus the amount of the sinking fund redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a Principal amount equal to such unsatisfied balance of such Sinking Fund Installment and (ii) with respect to any Repayment Obligations, the principal amount of such Repayment Obligations due on a certain future date.

"Project" means the acquisition, construction, and/or improvement of capital facilities, equipment and/or improvements financed or refinanced with a Series of Bonds that qualifies as an appropriate use for the Revenues.

"Put Bond" means any Bond which is part of a Series of Bonds which is subject to purchase by the Issuer, its agent or a third party from the Owner of the Bond pursuant to provisions of the Supplemental Indenture authorizing the issuance of the Put Bond and designating it as a "Put Bond".

"Qualified Investments" means any of the following securities:

(a) Government Obligations;

(b) Obligations of any of the following federal agencies which obligations represent full faith and credit obligations of the United States of America including: the Export-Import Bank of the United States; the Government National Mortgage Association; the Federal Financing Bank; the Farmer's Home Administration; the Federal Housing Administration; the Maritime Administration: General Services Administration, Small Business Administration; or the Department of Housing and Urban Development (PHA's);

(c) Money market funds rated "AAAm" or "AAAm-G" or better by S & P and/or the equivalent rating or better of Moody's (if so rated), including money market funds from which the Trustee or its affiliates derive a fee for investment advisory services to the fund;

(d) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's or "A-1+" by S & P, and which matures not more than 270 days after the date of purchase;

(e) Bonds, notes or other evidences of indebtedness rated "AAA" by S & P and "Aaa" by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(f) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks, including the Trustee and its affiliates, which have a rating on their short term certificates of deposit on the date or purchase of "A-1" or "A-1+" by S & P and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(g) The fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer's Investment Fund; and

(h) Any other investments or securities permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code, Annotated 1953, as amended, including investments contracts permitted by Section 51-7-17(2)(d) thereof.

“Rating Agency” means Fitch, Moody’s or S & P and their successors and assigns, but only to the extent such rating agency is then providing a rating on a Series of Bonds issued hereunder at the request of the Issuer. If any such Rating Agency ceases to act as a securities rating agency, the Issuer may designate any nationally recognized securities rating agency as a replacement.

“Rating Category” or “Rating Categories” mean one or more of the generic rating categories of a Rating Agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

“Rebatable Arbitrage” means with respect to any Series of Bonds where the interest thereon is intended to be excludable from gross income for federal income tax purposes or (the amount (determinable as of each Rebate Calculation Date) of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f)(3) of the Code and Section 1.148-3 of the Regulations.

“Rebate Calculation Date” means, with respect to any Series of Bonds where the interest thereon is intended to be excludable from gross income for federal income tax purposes, the Interest Payment Date next preceding the fifth anniversary of the issue date of such Series of Bonds, each fifth anniversary of the initial rebate calculation date for such Series of Bonds, and the date of retirement of the last Bond for such Series.

“Rebate Fund” means the Kaysville City, Utah Telecommunications, Sales and Franchise Tax Revenue Rebate Fund created in Section 3.6 hereof to be held by the Trustee and administered pursuant to Section 5.7 hereof.

“Redevelopment Agency” means the Redevelopment Agency of Kaysville City, Utah.

“Registrar” means the Trustee (or other party designated as Registrar by Supplemental Indenture), appointed as the registrar for the Bonds pursuant to Sections 2.6 and 11.5 hereof, and any additional or successor registrar appointed pursuant hereto.

“Regular Record Date” means, unless otherwise provided by Supplemental Indenture for a Series of Bonds, the fifteenth day immediately preceding each Interest Payment Date.

“Regulations,” and all references thereto means the applicable final, proposed and temporary United States Treasury Regulations promulgated with respect to Sections 103 and 141 through 150 of the Code, including all amendments thereto made hereafter.

“Remarketing Agent” means the remarketing agent or commercial paper dealer appointed by the Issuer pursuant to a Supplemental Indenture.

"Repayment Obligations" means, collectively, all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations.

"Reserve Instrument" means a device or instrument issued by a Reserve Instrument Provider to satisfy all or any portion of the Debt Service Reserve Requirement applicable to a Series of Bonds. The term "Reserve Instrument" includes, by way of example and not of limitation, letters of credit, bond insurance policies, surety bonds, standby bond purchase agreements, lines of credit and other devices.

"Reserve Instrument Agreement" means any agreement entered into by the Issuer and a Reserve Instrument Provider pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) and providing for the issuance by such Reserve Instrument Provider of a Reserve Instrument.

"Reserve Instrument Costs" means all fees, premiums, expenses and similar costs, other than Reserve Instrument Repayment Obligations, required to be paid to a Reserve Instrument Provider pursuant to a Reserve Instrument Agreement. Each Reserve Instrument Agreement shall specify the fees, premiums, expenses and costs constituting Reserve Instrument Costs.

"Reserve Instrument Coverage" means, as of any date of calculation, the aggregate amount available to be paid to the Trustee pursuant hereto under all Reserve Instruments.

"Reserve Instrument Fund" means the Kaysville City, Utah Telecommunications, Sales and Franchise Tax Revenue Reserve Instrument Fund created in Section 3.5 hereof to be held by the Trustee and administered pursuant to Section 5.6 hereof.

"Reserve Instrument Limit" means, as of any date of calculation and with respect to any Reserve Instrument, the maximum aggregate amount available to be paid under such Reserve Instrument into the Debt Service Reserve Fund assuming for purposes of such calculation that the amount initially available under each Reserve Instrument has not been reduced or that the amount initially available under each Reserve Instrument has only been reduced as a result of the payment of principal of the applicable Series of Bonds.

"Reserve Instrument Provider" means any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, surety company or other institution issuing a Reserve Instrument.

"Reserve Instrument Repayment Obligations" means, as of any date of calculation and with respect to any Reserve Instrument Agreement, those outstanding amounts payable by the Issuer under such Reserve Instrument Agreement to repay the Reserve Instrument Provider for payments previously made by it pursuant to a Reserve Instrument. There shall not be included in the calculation of Reserve Instrument Repayment Obligations any Reserve Instrument Costs.

"Revenue Fund" means the Kaysville City, Utah Telecommunications and Franchise Tax Revenue Fund created in Section 3.7 hereof to be held by the Issuer and administered pursuant to Section 5.2 hereof.

"Revenues" means, collectively, the System Revenues, the Sales and Use Tax Revenues and the Franchise Tax Revenues.

"S & P" means S&P Global Ratings.

"Sales and Use Tax Revenues" means up to 50% of the debt service on the Bonds from the sales and use tax revenues received by the Issuer pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2 of the Utah Code.

"Security Instrument" means an instrument or other device issued by a Security Instrument Issuer to pay, or to provide security or liquidity for, a Series of Bonds. The term "Security Instrument" includes, by way of example and not of limitation, letters of credit, bond insurance policies, standby bond purchase agreements, lines of credit and other security instruments and credit enhancement or liquidity devices (but does not include a Reserve Instrument); provided, however, that no such device or instrument shall be a "Security Instrument" for purposes of this Indenture unless specifically so designated in a Supplemental Indenture authorizing the use of such device or instrument.

"Security Instrument Agreement" means any agreement entered into by the Issuer and a Security Instrument Issuer pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) providing for the issuance by such Security Instrument Issuer of a Security Instrument.

"Security Instrument Costs" means, with respect to any Security Instrument, all fees, premiums, expenses and similar costs, other than Security Instrument Repayment Obligations, required to be paid to a Security Instrument Issuer pursuant to a Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument. Such Security Instrument Agreement or Supplemental Indenture shall specify any fees, premiums, expenses and costs constituting Security Instrument Costs.

"Security Instrument Issuer" means any bank or other financial institution, insurance company, surety company or other institution issuing a Security Instrument.

"Security Instrument Repayment Obligations" means, as of any date of calculation and with respect to any Security Instrument Agreement, any outstanding amounts payable by the Issuer under the Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument to repay the Security Instrument Issuer for payments previously or concurrently made by the Security Instrument Issuer pursuant to a Security Instrument. There shall not be included in the calculation of the amount of Security Instrument Repayment Obligations any Security Instrument Costs.

"Series" means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

"Sinking Fund Account" means the Kaysville City, Utah Telecommunications and Franchise Tax Revenue Sinking Fund Account of the Bond Fund created in Section 3.3 hereof to be held by the Trustee and administered pursuant to Section 5.4 hereof.

"Sinking Fund Installment" means the amount of money which is required to be deposited into the Sinking Fund Account in each Bond Fund Year for the retirement of Term Bonds as specified in the Supplemental Indenture authorizing said Term Bonds (whether at maturity or by redemption), and including the redemption premium, if any.

"Special Record Date" means such date as may be fixed for the payment of defaulted interest on the Bonds in accordance with this Indenture.

"State" means the State of Utah.

"Supplemental Indenture" means any supplemental indenture between the Issuer and the Trustee entered into pursuant to and in compliance with the provisions of Article IX hereof.

"Swap Counterparty" means a member of the International Swap Dealers Association rated in one of the three top Rating Categories by at least one of the Rating Agencies and meeting the requirements of applicable laws of the State.

"Swap Payments" means as of each payment date specified in an Interest Rate Swap, the amount, if any, payable to the Swap Counterparty by the Issuer. Swap Payments do not include any Termination Payments.

"Swap Receipts" means as of each payment date specified in an Interest Rate Swap, the amount, if any, payable for the account of the Issuer by the Swap Counterparty. Swap Receipts do not include amounts received with respect to the early termination or modification of an Interest Rate Swap.

"System" means the fiber optic lines, connection lines and related improvements and facilities acquired and constructed by the Issuer and which are employed to provide access to broadband services to the end users in the Issuer.

"System Revenues" means the revenues generated from the operation of the System.

"Term Bonds" means the Bonds which shall be subject to retirement by operation of mandatory sinking fund redemptions from the Sinking Fund Account.

"Termination Payments" means the amount payable to the Swap Counterparty by the Issuer with respect to the early termination or modification of an Interest Rate Swap. Termination Payments may only be payable from and secured by Revenues after payment of all amounts then due pursuant to the Indenture.

"Trustee" means Zions Bancorporation, National Association, or any successor corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at any time serving as successor trustee hereunder.

"Utah Code" means Utah Code Annotated 1953, as amended.

"Variable Rate Bonds" means, as of any date of calculation, Bonds, the interest on which for any future period of time, is to be calculated at a rate which is not susceptible to a precise determination.

Section 1.2 Indenture to Constitute Contract. In consideration of the purchase and acceptance from time to time of any and all of the Bonds authorized to be issued hereunder by the Registered Owners thereof, the issuance from time to time of any and all Security Instruments by the Security Instrument Issuers, and the issuance from time to time of any and all Reserve Instruments by Reserve Instrument Providers pursuant hereto, this Indenture shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds, the Security Instrument Issuers and the Reserve Instrument Providers; and the pledge made in this Indenture and the covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be, FIRST, for the equal benefit, protection and security of the Owners of any and all of the Bonds and the Security Instrument Issuers of any and all of the Security Instruments all of which, regardless of the time or times of their issuance and delivery or maturity or expiration, shall be of equal rank without preference, priority or distinction of any of the Bonds or Security Instrument Repayment Obligations over any others, except as expressly provided in or permitted by this Indenture, and SECOND, for the equal benefit, protection and security of the Reserve Instrument Providers of any and all of the Reserve Instruments which, regardless of the time or times of their issuance, delivery or termination, shall be of equal rank without preference, priority or distinction of any Reserve Instrument over any other thereof.

Section 1.3 Construction. This Indenture, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(a) The terms "hereby," "hereof," "herein," "hereto," "hereunder", and any similar terms used in this Indenture shall refer to this Indenture in its entirety unless the context clearly indicates otherwise.

(b) Words in the singular number include the plural, and words in the plural include the singular.

(c) Words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender refer to any gender.

(d) Articles, sections, subsections, paragraphs and subparagraphs mentioned by number, letter, or otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs hereof so numbered or otherwise so designated.

(e) The titles or leadlines applied to articles, sections and subsections herein are inserted only as a matter of convenience and ease in reference and in no way define, limit or describe the scope or intent of any provisions of this Indenture.

ARTICLE II

THE BONDS

Section 2.1 Authorization of Bonds. There is hereby authorized for issuance hereunder Bonds which may, if and when authorized by Supplemental Indenture, be issued in one or more separate Series. Each Series of Bonds shall be authorized by a Supplemental Indenture, which shall state the purpose or purposes for which each such Series of Bonds is being issued. The aggregate principal amount of Bonds which may be issued shall not be limited except as provided herein or as may be limited by law provided that the aggregate principal amount of Bonds of each such Series shall not exceed the amount specified in the Supplemental Indenture authorizing each such Series of Bonds.

Section 2.2 Description of Bonds; Payment.

(a) Each Series of Bonds issued under the provisions hereof may be issued only as registered bonds. Unless otherwise specified in the Supplemental Indenture authorizing such Series of Bonds, each Series of Bonds shall be in the denomination of Five Thousand Dollars ($5,000) each or any integral multiple thereof, shall be numbered consecutively from R-1 upwards and shall bear interest payable on each Interest Payment Date.

(b) Each Series of Bonds issued under the provisions hereof shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate permitted by law on the date of initial issuance of such Series, shall be payable on the days, shall be stated to mature on the days and in the years and shall be subject to redemption prior to their respective maturities, all as set forth in the Supplemental Indenture authorizing such Series of Bonds. Each Series of Bonds shall be designated "Telecommunications, Sales and Franchise Tax Revenue [Refunding] Bonds, Series ____ [Federally Taxable]," in each case inserting the year in which the Bonds are issued and, if necessary, an identifying Series letter.

(c) Both the principal of and the interest on the Bonds shall be payable in lawful money of the United States of America. Payment of the interest on any Bond shall be made to the person appearing on the Bond registration books of the Registrar hereinafter provided for as the Registered Owner thereof by check or draft mailed on the Interest Payment Date to the Registered Owner at his address as it appears on such registration books or to owners of $1,000,000 or more in aggregate principal amount of Bonds (or owners of 100% of any Series then Outstanding) by wire transfer to a bank account located in the United States of America designated by the Registered Owner in written instructions furnished to the Trustee no later than the Regular Record Date for such payment. Unless otherwise specified in the related Supplemental Indenture, the interest on Bonds so payable and punctually paid and duly provided for on any Interest Payment Date will be paid to the person who is the Registered Owner thereof at the close of business on the Regular Record Date for such interest immediately preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner of any Bond on such Regular Record Date, and may be paid to the person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such Registered Owner not less than ten (10) days prior to such Special Record Date. The principal of and premium, if any, on Bonds are payable upon presentation and surrender thereof at the Principal Corporate Trust Office of the Trustee as Paying Agent, except as otherwise provided by Supplemental Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions hereof as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board or otherwise, as may be specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.3 Execution; Limited Obligation. Unless otherwise specified in the related Supplemental Indenture, the Bonds of any Series shall be executed on behalf of the Issuer with the manual or official facsimile signature of its Mayor, countersigned with the manual or official facsimile signature of the City Recorder, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Issuer. In case any officer, the facsimile of whose signature shall appear on the Bonds, shall cease to be such officer before the delivery of such Bonds, such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with interest thereon, and all Repayment Obligations shall be limited obligations of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Bond proceeds or other funds created hereunder (except the Rebate Fund) or the income from the temporary investment thereof). The Bonds shall be a valid claim of the Registered Owners thereof only against the Revenues and other moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund) and the Issuer hereby pledges and assigns the same for the equal and ratable payment of the Bonds and all Repayment Obligations, and the Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds and to pay the Repayment Obligations, except as may be otherwise expressly authorized herein or by Supplemental Indenture. The issuance of the Bonds and delivery of any Security Instrument Agreement or Reserve Instrument Agreement shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor.

Section 2.4 Authentication and Delivery of Bonds.

(a) The Issuer shall deliver executed Bonds of each Series to the Trustee for authentication. Subject to the satisfaction of the conditions for authentication of Bonds set forth herein, the Trustee shall authenticate such Bonds and deliver them upon the order of the Issuer to the purchasers thereof (or hold them on their behalf) upon the payment by the purchasers of the purchase price therefor to the Trustee for the account of the Issuer. Delivery by the Trustee shall be full acquittal to the purchasers for the purchase price of such Bonds, and such purchasers shall be under no obligation to see to the application of said purchase price. The proceeds of the sale of such Bonds shall, however, be disposed of only as provided herein and in the related Supplemental Indenture.

(b) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder, unless and until a certificate of authentication on such Bond substantially in the form set forth in the Supplemental Indenture authorizing such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

(c) Prior to the authentication by the Trustee of each Series of Bonds there shall have been filed with the Trustee:

(i) A copy of this Indenture (to the extent not theretofore so filed) and the Supplemental Indenture authorizing such Series of Bonds;

(ii) A copy, certified by the City Recorder, of the proceedings of the Issuer's City Council approving the execution and delivery of the instruments specified in Section 2.4(c)(i) above and the execution and delivery of such Series of Bonds, together with a certificate, dated as of the date of authentication of such Series of Bonds, of the City Recorder that such proceedings are still in force and effect without amendments except as shown in such proceedings;

(iii) A request and authorization of the Issuer to the Trustee to authenticate such Series of Bonds in the aggregate principal amount therein specified and deliver them to purchasers therein identified upon payment to the Trustee for account of the Issuer of the sum specified therein;

(iv) An opinion of bond counsel dated the date of authentication of such Series of Bonds to the effect that (a) the Issuer has authorized the execution and delivery of this Indenture and such Series of Bonds and this Indenture has been duly executed and delivered by the Issuer and is a valid, binding and enforceable agreement of the Issuer; (b) this Indenture creates the valid pledge which it purports to create of the Revenues; and (c) the Bonds of such Series are valid and binding obligations of the Issuer, entitled to the benefits and security hereof, provided that such opinion may contain limitations acceptable to the purchaser of such Series of Bonds;

(d) The Issuer may provide by Supplemental Indenture for the delivery to the Trustee of one or more Security Instruments with respect to any Series of Bonds and the execution and delivery of any Security Instrument Agreements deemed necessary in connection therewith;

(e) Subject to any limitations contained in a Supplemental Indenture, the Issuer may provide a Security Instrument for any Series of Bonds (or may substitute one Security Instrument for another);

(f) The Issuer may provide by Supplemental Indenture for the issuance and delivery to the Trustee of one or more Reserve Instruments and the execution and delivery of any Reserve Instrument Agreements deemed necessary in connection therewith;

(g) The Issuer may authorize by Supplemental Indenture the issuance of Put Bonds; provided that any obligation of the Issuer to pay the purchase price of any such Put Bonds shall not be secured by a pledge of Revenues on a parity with the pledge contained in Section 6.2 hereof. The Issuer may provide for the appointment of such Remarketing Agents, indexing agents, tender agents or other agents as the Issuer may determine;

(h) The Issuer may include such provisions in a Supplemental Indenture authorizing the issuance of a Series of Bonds secured by a Security Instrument as the Issuer deems appropriate, including:

(i) So long as the Security Instrument is in full force and effect, and payment on the Security Instrument is not in default, (I) the Security Instrument Issuer shall be deemed to be the Owner of the Outstanding Bonds of such Series (a) when the approval, consent or action of the Bondowners for such Series of Bonds is required or may be exercised under the Indenture and (b) following an Event of Default and (II) the Indenture may not be amended in any manner which affects the rights of such Security Instrument Issuer without its prior written consent; and

(ii) In the event that the Principal and redemption price, if applicable, and interest due on any Series of Bonds Outstanding shall be paid under the provisions of a Security Instrument, all covenants, agreements and other obligations of the Issuer to the Bondowners of such Series of Bonds shall continue to exist and such Security Instrument Issuer shall be subrogated to the rights of such Bondowners in accordance with the terms of such Security Instrument; and

(iii) In addition, such Supplemental Indenture may establish such provisions as are necessary to provide relevant information to the Security Instrument Issuer and to provide a mechanism for paying Principal Installments and interest on such Series of Bonds from the Security Instrument.

(i) The Issuer may provide for the execution of an Interest Rate Swap in connection with any Series of Bonds issued hereunder. The obligation of the Issuer to pay Swap Payments may be secured with (A) a lien on the Revenues on a parity with the lien thereon of Debt Service on the related Bonds (as more fully described in Section 5.2 herein) and may be net of Swap Receipts or (B) a subordinate lien on the Revenues and may be net of Swap Receipts. Such obligations may also be secured by other legally available moneys of the Issuer, all as established in the Supplemental Indenture for the related Series of Bonds. Termination Payments may only be payable from and secured by Revenues after payment of all amounts then due pursuant to the Indenture.

Section 2.5 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Bond of like date, Series, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together in all cases with indemnity satisfactory to the Trustee and the Issuer. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Trustee may pay the same without surrender thereof upon compliance with the foregoing. The Trustee may charge the Registered Owner of such Bond with its reasonable fees and expenses in connection therewith. Any Bond issued pursuant to this Section 2.5 shall be deemed part of the Series of Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.6 Registration of Bonds; Persons Treated as Owners. The Issuer shall cause the books for the registration and for the transfer of the Bonds to be kept by the Trustee which is hereby constituted and appointed the Registrar of the Issuer with respect to the Bonds, provided, however, that the Issuer may by Supplemental Indenture select a party other than the Trustee to act as Registrar with respect to the Series of Bonds issued under said Supplemental Indenture. Upon the occurrence of an Event of Default which would require any Security Instrument Issuer to make payment under a Security Instrument Agreement, the Registrar shall make such registration books available to the Security Instrument Issuer. Any Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Bond at the Principal Corporate Trust Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by, the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same Series and the same maturity for a like aggregate principal amount as the Bond surrendered for transfer. Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds of the same Series and the same maturity. The execution by the Issuer of any Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond. Except as otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Issuer and the Trustee shall not be required to transfer or exchange any Bond (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date, (ii) during the period from and including the day fifteen days prior to any Special Record Date, to and including the date of the proposed payment pertaining thereto, (iii) during the period from and including the day fifteen days prior to the mailing of notice calling any Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such Bond for redemption.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of or on account of either principal of or interest on any Bond shall be made only to or upon order of the Registered Owner thereof or such person's legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee shall require the payment by the Bondholder requesting exchange or transfer of Bonds of any tax or other governmental charge and by the Issuer of any service charge of the Trustee as Registrar which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Bond shall be delivered.

Section 2.7 Redemption Provisions. The Term Bonds of each Series of Bonds shall be subject, to the extent provided in the Supplemental Indenture authorizing each such Series of Bonds, to redemption prior to maturity by operation of Sinking Fund Installments required to be made to the Sinking Fund Account. The Bonds of each Series shall further be subject to redemption prior to maturity at such times and upon such terms as shall be fixed by such Supplemental Indenture. Except as otherwise provided in a Supplemental Indenture, if fewer than all Bonds of a Series are to be redeemed, the particular maturities of such Bonds to be redeemed and the Principal amounts of such maturities to be redeemed shall be selected by the Issuer. If fewer than all of the Bonds of any one maturity of a Series shall be called for redemption, the particular units of Bonds, as determined in accordance with Section 2.9 herein, to be redeemed shall be selected by the Trustee by lot in such manner as the Trustee, in its discretion, may deem fair and appropriate.

Section 2.8 Notice of Redemption.

(a) In the event any of the Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.8. Unless otherwise specified in the Supplemental Indenture authorizing the issuance of the applicable Series of Bonds, notice of such redemption (i) shall be filed with the Paying Agent designated for the Bonds being redeemed; and (ii) shall be mailed by first class mail, postage prepaid, to all Registered Owners of Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Bonds, including Series, to be redeemed, the identification numbers of Bonds and the CUSIP numbers, if any, of the Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Bonds;

(ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the original issue date of, and interest rate on, such Bonds;

(iii) in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(vii) the place where such Bonds are to be surrendered for payment, designating the name and address of the redemption agent with the name of a contact person and telephone number.

(b) In addition to the foregoing, further notice of any redemption of Bonds hereunder shall be given by the Trustee, simultaneously with or shortly after the mailed notice to Registered Owners, by posting such notice to the MSRB's Electronic Municipal Market Access website or its successors. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

(c) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(d) If at the time of mailing of any notice of optional redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that such redemption shall be conditioned upon receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, one time, in the same manner in which the notice of redemption was given, that such moneys were not so received.

(e) A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Bonds or portions thereof redeemed but who failed to deliver Bonds for redemption prior to the 60th day following such redemption date.

(f) Any notice mailed shall be conclusively presumed to have been duly given whether or not the owner of such Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds.

(g) In case any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond in principal amount equal to the unredeemed portion of such Bond will be issued.

Section 2.9 Partially Redeemed Fully Registered Bonds. Unless otherwise specified in the related Supplemental Indenture, in case any registered Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Issuer, a Bond or Bonds of the same Series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. Unless otherwise provided by Supplemental Indenture, a portion of any Bond of a denomination of more than the minimum denomination of such Series specified herein or in the related Supplemental Indenture to be redeemed will be in the principal amount of such minimum denomination or an integral multiple thereof and in selecting portions of such Bonds for redemption, the Trustee will treat each such Bond as representing that number of Bonds of such minimum denomination which is obtained by dividing the principal amount of such Bonds by such minimum denomination.

Section 2.10 Cancellation. All Bonds which have been surrendered for payment, redemption or exchange, and Bonds purchased from any moneys held by the Trustee hereunder or surrendered to the Trustee by the Issuer, shall be canceled and cremated or otherwise destroyed by the Trustee and shall not be reissued; provided, however, that one or more new Bonds shall be issued for the unredeemed portion of any Bond without charge to the Registered Owner thereof.

Section 2.11 Nonpresentation of Bonds. Unless otherwise provided by Supplemental Indenture, in the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Issuer to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability to the Registered Owner of such Bond for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part hereunder or on, or with respect to, said Bond. If any Bond shall not be presented for payment within four years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, to the extent permitted by law, repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Registered Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money. The provisions of this Section 2.11 are subject to the provisions of Title 67, Chapter 4a, Utah Code Annotated 1953, as amended.

Section 2.12 Initial Bonds. Subject to the provisions hereof, the Initial Bonds may be authenticated and delivered by the Trustee upon satisfaction of the conditions specified in Section 2.4(c) hereof and any additional conditions specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.13 Issuance of Additional Bonds. No additional indebtedness, bonds or notes of the Issuer secured by a pledge of the Revenues senior to the pledge of Revenues for the payment of the herein authorized Bonds or Security Instrument Repayment Obligations shall be created or incurred without the prior written consent of the Owners of 100% of the Outstanding Bonds and the Security Instrument Issuers. In addition, no Additional Bonds or other indebtedness, bonds or notes of the Issuer payable out of Revenues on a parity with the herein authorized Bonds or Security Instrument Repayment Obligations shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default shall have occurred and be continuing hereunder on the date of authentication of any Additional Bonds. This Section 2.13(a) shall not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions hereof and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee by an Authorized Representative to the effect that the Revenues, for any consecutive 12-month period in the 24 months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to 200% of the sum of the maximum Aggregate Annual Debt Service Requirement on all Bonds, Additional Bonds and Security Repayment Obligations to be Outstanding following the issuance of the Additional Bonds; and

provided, however, that such Revenue coverage test set forth above shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued hereunder and (ii) the maximum Aggregate Annual Debt Service for such Additional Bonds does not exceed the then remaining maximum Aggregate Annual Debt Service for the Bonds being refunded therewith; and

(c) All payments required by this Indenture to be made into the Bond Fund must have been made in full, and there must be on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument coverage) the full amount required to be accumulated therein at the time of issuance of the Additional Bonds; and

(d) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued hereunder or other obligations of the Issuer (including the funding of necessary reserves and the payment of costs of issuance), (ii) to finance or refinance a Project (including the funding of necessary reserves and the payment of costs of issuance) and/or (iii) any other lawful purpose of the Issuer .

Section 2.14 Form of Bonds. The Bonds of each Series and the Trustee's Authentication Certificate shall be in substantially the forms thereof set forth in the Supplemental Indenture authorizing the issuance of such Bonds, with such omissions, insertions and variations as may be necessary, desirable, authorized and permitted hereby.

Section 2.15 Covenant Against Creating or Permitting Liens. Except for the pledge of Revenues to secure payment of the Bonds and Repayment Obligations hereunder, the Revenues are and shall be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto; provided, however, that nothing contained herein shall prevent the Issuer from issuing, if and to the extent permitted by law, indebtedness having a lien on Revenues subordinate to that of the Bonds and Repayment Obligations.

ARTICLE III

CREATION OF FUNDS AND ACCOUNTS

Section 3.1 Creation of Construction Fund. There is hereby created and ordered established in the custody of the Trustee the Construction Fund. There is hereby created and ordered established in the custody of the Trustee a separate account within the Construction Fund for each Project to be designated by the name of the applicable Project or Series of Bonds and, if applicable, a separate account for each Series of Bonds and for all grant moneys or other moneys to be received by the Issuer for deposit in the Construction Fund.

Section 3.2 Creation of Bond Fund. There is hereby created and ordered established in the custody of the Trustee the Bond Fund.

Section 3.3 Creation of Sinking Fund Account. There is hereby created and ordered established in the custody of the Trustee as a separate account within the Bond Fund the Sinking Fund Account.

Section 3.4 Creation of Debt Service Reserve Fund. There is hereby created and ordered established in the custody of the Trustee the Debt Service Reserve Fund.

Section 3.5 Creation of Reserve Instrument Fund. There is hereby created and ordered and established in the custody of the Trustee the Reserve Instrument Fund.

Section 3.6 Creation of Rebate Fund. There is hereby created and ordered established in the custody of the Trustee the Rebate Fund.

Section 3.7 Creation of Revenue Fund. There is hereby created and ordered established in the custody of the Issuer the Revenue Fund. For accounting purposes, the Revenue Fund may be redesignated by different account names by the Issuer from time to time.

Section 3.8 Creation of Funds and Accounts. Notwithstanding anything contained herein to the contrary, the Trustee need not create any of the funds or accounts referenced in this Article III until such funds or accounts shall be utilized as provided in a Supplemental Indenture. The Issuer may, by Supplemental Indenture, authorize the creation of additional funds and additional accounts within any fund.

ARTICLE IV

APPLICATION OF BOND PROCEEDS

Upon the issuance of each Series of Bonds, the proceeds thereof shall be deposited as provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

ARTICLE V

USE OF FUNDS

Section 5.1 Use of Construction Fund.

(a) So long as an Event of Default shall not have occurred and be continuing, and except as otherwise provided by Supplemental Indenture, moneys deposited in the appropriate account in the Construction Fund shall be disbursed by the Trustee to pay the Costs of a Project, in each case within three (3) Business Days (or within such longer period as is reasonably required to liquidate investments in the Construction Fund if required to make such payment) after the receipt by the Trustee of a written requisition approved by an Authorized Representative of the Issuer in substantially the form as Exhibit A attached hereto, stating that the Trustee shall disburse sums in the manner specified by and at the direction of the Issuer to the person or entity designated in such written requisition, and that the amount set forth therein is justly due and owing and constitutes a Cost of a Project based upon itemized claims substantiated in support thereof.

(b) Upon receipt of such requisition, the Trustee shall pay the obligation set forth in such requisition out of moneys in the applicable account in the Construction Fund. In making such payments the Trustee may rely upon the information submitted in such requisition. Such payments shall be presumed to be made properly and the Trustee shall not be required to verify the application of any payments from the Construction Fund or to inquire into the purposes for which disbursements are being made from the Construction Fund.

(c) The Issuer shall deliver to the Trustee, within 90 days after the completion of a Project, a certificate executed by an Authorized Representative of the Issuer stating:

(i) that such Project has been fully completed in accordance with the plans and specifications therefor, as amended from time to time, and stating the date of completion for such Project; and

(ii) that the Project has been fully paid for and no claim or claims exist against the Issuer or against such Project out of which a lien based on furnishing labor or material exists or might ripen; provided, however, there may be excepted from the foregoing certification any claim or claims out of which a lien exists or might ripen in the event the Issuer intends to contest such claim or claims, in which event such claim or claims shall be described to the Trustee.

(d) In the event the certificate filed with the Trustee pursuant to Section 5.1(c) above shall state that there is a claim or claims in controversy which create or might ripen into a lien, an Authorized Representative of the Issuer shall file a similar certificate with the Trustee when and as such claim or claims shall have been fully paid or otherwise discharged.

(e) The Trustee and the Issuer shall keep and maintain adequate records pertaining to each account within the Construction Fund and all disbursements therefrom.

(f) Unless otherwise specified in a Supplemental Indenture, upon completion of a Project and payment of all costs and expenses incident thereto and the filing with the Trustee of documents required by this Section 5.1, any balance remaining in the applicable account in the Construction Fund relating to such Project shall, as directed by an Authorized Representative of the Issuer, be deposited in the Bond Fund to be applied toward the redemption of the Series of Bonds issued to finance such Project or to pay principal and/or interest next falling due with respect to the Bonds.

(g) The Trustee shall, to the extent there are no other available funds held under the Indenture, use the remaining funds in the Construction Fund to pay principal and interest on the Bonds at any time in the event of a payment default hereunder.

Section 5.2 Application of Revenues. All Revenues shall be accounted for by the Issuer separate and apart from all other moneys of the Issuer.

(a) So long as any Bonds are Outstanding and as a first charge and lien on the Revenues, the Issuer shall on or before fifteen days prior to each Interest Payment Date, principal payment date, and Sinking Fund Installment payment date, allocate to the Revenue Fund an amount equal to:

(i) the interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds (provided, however, that so long as there are moneys representing capitalized interest on deposit with the Trustee to pay interest on the Bonds next coming due, the Issuer need not allocate to the Revenue Fund to pay interest on the Bonds); plus

(ii) the principal and premium, if any, falling due on the next succeeding principal payment date established for the Bonds; plus

(iii) the Sinking Fund Installment falling due on the next succeeding Sinking Fund Installment payment date, plus

(iv) notwithstanding subsections (i) through (iii) above, amounts owing with respect to Administrative Costs which shall be paid by the Issuer from time to time as they become due and payable.

The Issuer shall transfer from the Revenue Fund or otherwise provide for allocation from Revenues to the Trustee for deposit to the Bond Fund at least fifteen days prior to each Interest Payment Date amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds promptly on each such Interest Payment Date as the same become due and payable.

(b) As a second charge and lien on the Revenues, the Issuer shall on or before fifteen days prior to each Interest Payment Date, principal payment date, and Sinking Fund Installment payment date, make the following transfers to the Trustee:

(i) To the extent the Debt Service Reserve Requirement, if any, is not funded with a Reserve Instrument or Instruments, (A) to the accounts in the Debt Service Reserve Fund any amounts required hereby and by any Supplemental Indenture to accumulate therein the applicable Debt Service Reserve Requirement with respect to each Series of Bonds at the times and in the amounts provided herein and in any Supplemental Indenture and (B) if funds shall have been withdrawn from an account in the Debt Service Reserve Fund or any account in the Debt Service Reserve Fund is at any time funded in an amount less than the applicable Debt Service Reserve Requirement, the Issuer shall deposit Revenues in such account(s) in the Debt Service Reserve Fund sufficient in amount to restore such account(s) within one year with twelve (12) substantially equal payments during such period (unless otherwise provided for by the Supplemental Indenture governing the applicable Debt Service Reserve Requirement); or a ratable portion (based on the amount to be transferred pursuant to Section 5.2(b)(ii)) of remaining Revenues if less than the amount necessary, and

(ii) Equally and ratably to the accounts of the Reserve Instrument Fund, with respect to all Reserve Instruments which are in effect and are expected to continue in effect after the end of such month, such amount of the remaining Revenues, or a ratable portion (based on the amount to be transferred pursuant to Section 5.2(b)(i)) of the amount so remaining if less than the amount necessary, that is required to be paid, on or before the next such monthly transfer or deposit of Revenues into the Reserve Instrument Fund, to the Reserve Instrument Provider pursuant to any Reserve Instrument Agreement, other than Reserve Instrument Costs, in order to cause the Reserve Instrument Coverage to equal the Reserve Instrument Limit, such that the Reserve Instrument Coverage shall equal the Reserve Instrument Limit within one year from any draw date under the Reserve Instrument.

The Revenues remaining after the foregoing deposits and transfers in each month and not required to be used for remedying any deficiencies in payments previously made into the Funds hereinabove established, may be used at any time for any other lawful purpose.

Section 5.3 Use of Bond Fund. The Issuer may direct the Trustee, pursuant to a Supplemental Indenture, to create an account within the Bond Fund for a separate Series of Bonds under the Indenture.

(a) The Trustee shall make deposits to the Bond Fund, as and when received, as follows:

(i) accrued interest received upon the issuance of any Series of Bonds;

(ii) all moneys payable by the Issuer as specified in Section 5.2(a) hereof;

(iii) any amount in the Construction Fund to the extent required by or directed pursuant to Section 5.1(f) hereof upon completion of a Project or pursuant to Section 5.1(g) hereof;

(iv) all moneys transferred from the Debt Service Reserve Fund or from a Reserve Instrument or Instruments then in effect as provided in Section 5.5 hereof; and

(v) all other moneys received by the Trustee hereunder when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) Except as provided in Section 7.4 hereof and as provided in this Section 5.3 and except as otherwise provided by Supplemental Indenture, moneys in the Bond Fund shall be expended solely for the following purposes and in the following order of priority:

(i) on or before each Interest Payment Date for each Series of Bonds, the amount required to pay the interest due on such date;

(ii) on or before each Principal Installment due date, the amount required to pay the Principal Installment due on such due date; and

(iii) on or before each redemption date for each Series of Bonds, the amount required to pay the redemption price of and accrued interest on such Bonds then to be redeemed.

Such amounts shall be applied by the Paying Agent to pay Principal Installments and redemption price of, and interest on the related Series of Bonds.

The Trustee shall pay out of the Bond Fund to the Security Instrument Issuer, if any, that has issued a Security Instrument with respect to such Series of Bonds an amount equal to any Security Instrument Repayment Obligation then due and payable to such Security Instrument Issuer. Except as otherwise specified in a related Supplemental Indenture all such Security Instrument Repayment Obligations shall be paid on a parity with the payments to be made with respect to principal and interest on the Bonds; provided that amounts paid under a Security Instrument shall be applied only to pay the related Series of Bonds. If payment is so made on Pledged Bonds held for the benefit of the Security Instrument Issuer, a corresponding payment on the Security Instrument Repayment Obligation shall be deemed to have been made (without requiring an additional payment by the Issuer) and the Trustee shall keep its records accordingly.

The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay principal of and interest on the Bonds and on Security Instrument Repayment Obligations as the same become due and payable and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said Principal and interest.

(c) After payment in full of the Principal of and interest on (i) all Bonds issued hereunder (or after provision has been made for the payment thereof as provided herein so that such Bonds are no longer Outstanding), (ii) all agreements relating to all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations in accordance with their respective terms, and (iii) all fees, charges and expenses of the Trustee, the Paying Agent and any other amounts required to be paid hereunder or under any Supplemental Indenture and under any Security Instrument Agreement and under any Reserve Instrument Agreement, all amounts remaining in the Bond Fund shall be paid to the Issuer.

Section 5.4 Use of Sinking Fund Account.

(a) The Trustee shall apply moneys in the Sinking Fund Account to the retirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the Issuer, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant hereto, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account).

(b) On the maturity date of any Term Bonds, the Trustee shall apply the moneys on hand in the Sinking Fund Account for the payment of the principal of such Term Bonds.

Section 5.5 Use of Debt Service Reserve Fund. Except as otherwise provided in this Section 5.5 and subject to the immediately following sentence, moneys in each account in the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the applicable Debt Service Reserve Requirement, if any. In calculating the amount on deposit in each account in the Debt Service Reserve Fund, the amount of any Reserve Instrument Coverage will be treated as an amount on deposit in such account in the Debt Service Reserve Fund. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify the Debt Service Reserve Requirement, if any, applicable to such Series which amount shall be (i) deposited immediately upon the issuance and delivery of such Series from (a) proceeds from the sale thereof or from any other legally available source, or (b) by a Reserve Instrument or Instruments, or (c) any combination thereof or (ii) deposited from available Revenues over the period of time specified therein, or (iii) deposited from any combination of (i) and (ii) above; provided however, the foregoing provisions shall be subject to the requirements of any bond insurer or other Security Instrument Issuer set forth in any Supplemental Indenture. If at any time the amount on deposit in any account of the Debt Service Reserve Fund is less than the minimum amount to be maintained therein under this Section 5.5, the Issuer is required, pursuant to Section 5.2(b) hereof and the provisions of any Supplemental Indenture, to make payments totaling the amount of any such deficiency directly to the Trustee for deposit into the Debt Service Reserve Fund.

In the event funds on deposit in an account of the Debt Service Reserve Fund are needed to make up any deficiencies in the Bond Fund as aforementioned, and there is insufficient cash available in such account of the Debt Service Reserve Fund to make up such deficiency and Reserve Instruments applicable to such Series are in effect, the Trustee shall immediately make a demand for payment on such Reserve Instruments, to the maximum extent authorized by such Reserve Instruments, in the amount necessary to make up such deficiency, and immediately deposit such payment upon receipt thereof into the Bond Fund. Thereafter, the Issuer shall be obligated to reinstate the Reserve Instrument as provided in Section 5.2(b)(ii) herein.

No Reserve Instrument shall be allowed to expire or terminate while the related Series of Bonds are Outstanding unless and until cash has been deposited into the related account of the Debt Service Reserve Fund, or a new Reserve Instrument has been issued in place of the expiring or terminating Reserve Instrument, or any combination thereof in an amount or to provide coverage, as the case may be, at least equal to the amount required to be maintained in the related account of the Debt Service Reserve Fund.

Moneys at any time on deposit in the account of the Debt Service Reserve Fund in excess of the amount required to be maintained therein (taking into account the amount of related Reserve Instrument Coverage) shall be transferred by the Trustee to the Bond Fund at least once each year.

Moneys on deposit in any account of the Debt Service Reserve Fund shall be used to make up any deficiencies in the Bond Fund only for the Series of Bonds secured by said account and any Reserve Instrument shall only be drawn upon with respect to Bonds for which such Reserve Instrument was obtained.

Section 5.6 Use of Reserve Instrument Fund. There shall be paid into the Reserve Instrument Fund the amounts required hereby and by a Supplemental Indenture to be so paid. The amounts in the Reserve Instrument Fund shall, from time to time, be applied by the Trustee on behalf of the Issuer to pay the Reserve Instrument Repayment Obligations which are due and payable to any Reserve Instrument Provider under any applicable Reserve Instrument Agreement. The Issuer may, upon obtaining an approving opinion of bond counsel to the effect that such transaction will not adversely affect the tax-exempt status of any outstanding Bonds, replace any amounts required to be on deposit in the Debt Service Reserve Fund with a Reserve Instrument and use such amounts for the related Project or to pay principal on the related Bonds.

Section 5.7 Use of Rebate Fund.

(a) If it becomes necessary for the Issuer to comply with the rebate requirements of the Code and the Regulations, the Trustee shall establish and thereafter maintain, so long as the Bonds which are subject to said rebate requirements are Outstanding, a Rebate Fund, which shall be held separate and apart from all other funds and accounts established under this Indenture and from all other moneys of the Trustee.

(b) All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of the Indenture. In the event the amount on deposit in the Rebate Fund exceeds the aggregate amount of Rebatable Arbitrage for one or more Series of Bonds, as verified in writing by an independent public accountant or other qualified professional at the time the Rebatable Arbitrage is determined, the excess amount remaining after payment of the Rebatable Arbitrage to the United States shall, upon the Issuer's written request accompanied by the determination report, be paid by the Trustee to the Issuer.

(c) The Issuer shall determine the amount of Rebatable Arbitrage and the corresponding Required Rebate Deposit with respect to each Series of Bonds on each applicable Rebate Calculation Date and take all other actions necessary to comply with the rebate requirements of the Code and the Regulations. The Issuer shall deposit into the Rebate Fund the Required Rebate Deposit, if any, with respect to each Series of Bonds (or instruct the Trustee to transfer to the Rebate Fund moneys representing such Required Rebate Deposit from the Funds and Accounts held under the Indenture other than the Rebate Fund) or shall otherwise make payment of the rebate to be paid to the United States at the times required by the Code and the Regulations. If applicable, the Issuer shall instruct in writing the Trustee to withdraw from the Rebate Fund and pay any rebate over to the United States. The determination of Rebatable Arbitrage made with respect to each such payment date and with respect to any withdrawal and payment to the Issuer from the Rebate Fund pursuant to the Indenture must be verified in writing by an independent public accountant or other qualified professional. The Trustee may rely conclusively upon and shall be fully protected from all liability in relying upon the Issuer's determinations, calculations and certifications required by this Section 5.7 and the Trustee shall have no responsibility to independently make any calculations or determination or to review the Issuer's determinations, calculations and certifications required by this Section 5.7.

(d) The Trustee shall, at least 60 days prior to each Rebate Calculation Date, notify the Issuer of the requirements of this Section 5.7. By agreeing to give this notice, the Trustee assumes no responsibility whatsoever for compliance by the Issuer with the requirements of Section 148 of the Code or any successor. The Issuer expressly agrees that (notwithstanding any other provision of the Indenture) any failure of the Trustee to give any such notice, for any reason whatsoever, shall not cause the Trustee to be responsible for any failure of the Issuer to comply with the requirements of said Section 148 or any successor thereof.

(e) The provisions of this Section 5.7 may be amended or deleted without Bondowner consent or notice, upon receipt by the Issuer and the Trustee of an opinion of nationally recognized bond counsel that such amendment or deletion will not adversely affect the excludability from gross income of interest on the Bonds.

Section 5.8 Investment of Funds. Any moneys in the Bond Fund, the Construction Fund, the Rebate Fund, the Reserve Instrument Fund and the Debt Service Reserve Fund shall, at the discretion and authorization of the Issuer, be invested by the Trustee in Qualified Investments; provided, however, that moneys on deposit in the Bond Fund and the Reserve Instrument Fund may only be invested in Qualified Investments having a maturity date one year or less. If no written authorization is given to the Trustee, moneys shall be held uninvested. Such investments shall be held by the Trustee, and when the Trustee determines it necessary to use the moneys in the Funds for the purposes for which the Funds were created, it shall liquidate at prevailing market prices as much of the investments as may be necessary and apply the proceeds to such purposes. All income derived from the investment of the Construction Fund, Bond Fund, the Reserve Instrument Fund and Rebate Fund shall be maintained in said respective Funds and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Debt Service Reserve Fund shall be disbursed in accordance with Section 5.5 hereof. All moneys in the Revenue Fund may, at the discretion of the Issuer, be invested by the Issuer in Qualified Investments.

The Trustee shall have no liability or responsibility for any loss resulting from any investment made in accordance with the provisions of this Section 5.8. The Trustee shall be entitled to assume that any investment, which at the time of purchase is a Qualified Investment, remains a Qualified Investment thereafter, absent receipt of written notice or information to the contrary.

The Trustee may, to the extent permitted by the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code make any and all investments permitted by the provisions of the Indenture through its own or any of its affiliate's investment departments.

The Issuer acknowledges that to the extent regulations of the comptroller of the currency or any other regulatory entity grants the Issuer the right to receive brokerage confirmations of the security transactions as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee shall furnish the Issuer periodic cash transaction statements which include the detail for all investment transactions made by the Trustee hereunder.

In the event the Issuer shall be advised by nationally recognized municipal bond counsel that it is necessary to restrict or limit the yield on the investment of any moneys paid to or held by the Trustee in order to avoid the Bonds, or any Series thereof, being considered "arbitrage bonds" within the meaning of the Code or the Treasury Regulations proposed or promulgated thereunder, or to otherwise preserve the excludability of interest payable or paid on any Bonds from gross income for federal income tax purposes, the Issuer may require in writing the Trustee to take such steps as it may be advised by such counsel are necessary so to restrict or limit the yield on such investment, irrespective of whether the Trustee shares such opinion, and the Trustee agrees that it will take all such steps as the Issuer may require.

Section 5.9 Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the State or any political subdivision, body, agency, or instrumentality thereof or of the Issuer and shall not be subject to appropriation by any legislative body or otherwise. Such moneys and securities shall be held in trust and applied in accordance with the provisions hereof. Except as provided otherwise in Section 5.7 hereof, unless and until disbursed pursuant to the terms hereof, all such moneys and securities (and the income therefrom) shall be held by the Trustee as security for payment of the principal of, premium, if any, and interest on the Bonds and the fees and expenses of the Trustee payable hereunder.

Section 5.10 Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account, Qualified Investments shall be valued at market, exclusive of accrued interest. With respect to all funds and accounts, valuation shall occur annually, except in the event of a withdrawal from the Debt Service Reserve Fund, whereupon securities shall be valued immediately after such withdrawal.

ARTICLE VI

GENERAL COVENANTS

Section 6.1 General Covenants. The Issuer hereby covenants and agrees with each and every Registered Owner of the Bonds issued hereunder and Reserve Instrument Provider as follows:

(a) Pursuant to Section 11-14-307(2)(d) of the Act, while any of the Bonds remain outstanding and unpaid, or any Repayment Obligations are outstanding, the ordinance, resolution or other enactment of the Issuer imposing the taxes described in the definition of Revenues and pursuant to which said taxes are being collected, the obligation of the Issuer to continue to levy, collect, and allocate such taxes, and to apply such Revenues in accordance with the provisions of the authorizing ordinance, resolution or other enactment, shall be irrevocable until the Bonds and/or any Repayment Obligations have been paid in full as to both principal and interest, and is not subject to amendment in any manner which would impair the rights of the holders of those Bonds or Repayment Obligations which would in any way jeopardize the timely payment of principal or interest when due. The Issuer covenants to take all actions necessary to continue the Sales and Use Tax included in the Revenues.

(b) The outstanding Bonds to which the Revenues of the Issuer have been pledged as the sole source of payment shall not at any one time exceed an amount for which the Average Aggregate Annual Debt Service Requirement of the Bonds will exceed eighty percent (80%) of the Revenues to be received by the Issuer during the Bond Fund Year immediately preceding the Bond Fund Year in which the resolution authorizing the applicable Series of Bonds is adopted.

(c) Each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider, or any duly authorized agent or agents thereof shall have the right at all reasonable times to inspect all records, accounts and data relating to the receipt and disbursements of the Revenues. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Bond Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements of the Revenues, and that such audit will be available for inspection by each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider.

Section 6.2 First Lien Bonds; Equality of Liens. The Bonds and any Security Instrument Repayment Obligations constitute an irrevocable first lien upon the Revenues. The Issuer covenants that the Bonds and Security Instrument Repayment Obligations hereafter authorized to be issued and from time to time outstanding are equitably and ratably secured by a first lien on the Revenues and shall not be entitled to any priority one over the other in the application of the Revenues regardless of the time or times of the issuance of the Bonds or delivery of Security Instruments, it being the intention of the

Issuer that there shall be no priority among the Bonds or the Security Instrument Repayment Obligations regardless of the fact that they may be actually issued and/or delivered at different times.

Any assignment or pledge from the Issuer to a Reserve Instrument Provider of (i) proceeds of the issuance and sale of Bonds, (ii) Revenues, or (iii) Funds established hereby, including investments, if any, thereof, is and shall be subordinate to the assignment and pledge effected hereby to the Registered Owners of the Bonds and to the Security Instrument Issuers.

Section 6.3 Payment of Principal and Interest. The Issuer covenants that it will punctually pay or cause to be paid the Principal of and interest on every Bond issued hereunder, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment Obligations, in strict conformity with the terms of the Bonds, this Indenture, any Security Instrument Agreement and any Reserve Instrument Agreement, according to the true intent and meaning hereof and thereof. The Principal of and interest on the Bonds, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment Obligations are payable solely from the Revenues (except to the extent paid out of moneys attributable to Bond proceeds or other funds created hereunder or the income from the temporary investment thereof), which Revenues are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds, this Indenture, any Security Instrument Agreement or any Reserve Instrument Agreement should be considered as pledging any other funds or assets of the Issuer for the payment thereof.

Section 6.4 Performance of Covenants; Issuer. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained herein, and in any and every Bond, Security Instrument Agreement and Reserve Instrument Agreement. The Issuer represents that it is duly authorized under the Constitution of the State to issue the Bonds authorized hereby and to execute this Indenture, that all actions on its part for the issuance of the Bonds and the execution and delivery of this Indenture have been duly and effectively taken, and that the Bonds in the hands of the Registered Owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 6.5 List of Bondholders. The Trustee will keep on file at its Principal Corporate Trust Office a list of the names and addresses of the Registered Owners of all Bonds which are from time to time registered on the registration books in the hands of the Trustee as Registrar for the Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Issuer or by the Registered Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the reasonable satisfaction of the Trustee.

Section 6.6 Designation of Additional Paying Agents. The Issuer hereby covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate paying agents, if any, and for the making available of funds hereunder, but only to the extent such funds are made available to the Issuer from Bond proceeds or other Funds created hereunder or the income from the temporary investment thereof, for the payment of such of the Bonds as shall be presented when due at the Principal Corporate Trust Office of the Trustee, or its successor in trust hereunder, or at the principal corporate trust office of said alternate Paying Agents.

Section 6.7 Tax Exemption of Bonds. The Issuer recognizes that Section 149(a) of the Code requires bonds to be issued and to remain in fully registered form in order that interest thereon is excluded from gross income for federal income tax purposes under laws in force at the time the bonds are delivered. Bonds issued pursuant to this Indenture, the interest on which is excludable from gross income for federal income tax purposes, are referred to in this Section 6.7 as "tax-exempt Bonds". Pursuant to the provisions thereof, the Issuer agrees that it will not take any action to permit tax-exempt Bonds issued hereunder to be issued in, or converted into, bearer or coupon form, unless the Issuer first receives an opinion from nationally recognized bond counsel that such action will not result in the interest on any Bonds becoming includible in gross income for purposes of federal income taxes then in effect.

The Issuer's Mayor and City Recorder are hereby authorized and directed to execute such certificates as shall be necessary to establish that tax-exempt Bonds issued hereunder are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations promulgated or proposed thereunder, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150-1 through 1.150-2 as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Issuer covenants and certifies to and for the benefit of the Registered Owners of such Bonds that no use will be made of the proceeds of the issue and sale of such Bonds, or any funds or accounts of the Issuer which may be deemed to be available proceeds of such Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated) which use, if it had been reasonably expected on the date of issuance of such Bonds, would have caused the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of such Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

The Issuer further covenants and agrees to and for the benefit of the Registered Owners that the Issuer (i) will not take any action that would cause interest on tax-exempt Bonds issued hereunder to become includible in gross income for purposes of federal income taxation, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the tax-exempt Bonds to become includible in gross income for purposes of federal income taxation and (iii) to the extent possible, comply with any other requirements of federal tax law applicable to the Bonds in order to preserve the excludability from gross income for purposes of federal income taxation of interest on tax-exempt Bonds issued under this Indenture.

Section 6.8 Expeditious Construction. The Issuer shall complete the acquisition and construction of each Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

Section 6.9 Instruments of Further Assurance. The Issuer and the Trustee mutually covenant that they will, from time to time, each upon the written request of the other, or upon the request of a Security Instrument Issuer or a Reserve Instrument Provider, execute and deliver such further instruments and take or cause to be taken such further actions as may be reasonable and as may be required by the other to carry out the purposes hereof; provided, however, that no such instruments or action shall involve any personal liability of the Trustee or members of the governing body of the Issuer or any official thereof.

Section 6.10 Covenant of State of Utah. In accordance with Section 11-14-307(3), Utah Code Annotated 1953, as amended, the State of Utah hereby pledges and agrees with the Owners of the Bonds and all Reserve Instrument Providers that it will not alter, impair or limit the taxes included in the Revenues in a manner that reduces the amounts to be rebated to the Issuer which are devoted or pledged herein until the Bonds, together with applicable interest, and all Reserve Instrument Repayment Obligations, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the Owners of the Bonds.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

Section 7.1 Events of Default. Each of the following events is hereby declared an "Event of Default":

(a) if payment of any installment of interest on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, or

(b) if payment of the principal of or the redemption premium, if any, on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, either at maturity or by proceedings for redemption in advance of maturity or through failure to fulfill any payment to any fund hereunder or otherwise; or

(c) if the Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(d) if an order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or custodian for any of the Revenues of the Issuer, or approving a petition filed against the Issuer seeking reorganization of the Issuer under the federal bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been entered without the consent or acquiescence of the Issuer shall not be vacated or discharged or stayed on appeal within 30 days after the entry thereof; or

(e) if any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are or may be under any circumstances payable from Revenues; or

(f) if (i) the Issuer is adjudged insolvent by a court of competent jurisdiction, or (ii) an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver, trustee or custodian of the Issuer or of the whole or any part of the Issuer's property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(g) if the Issuer shall file a petition or answer seeking reorganization, relief or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(h) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the

Issuer or of the whole or any substantial part of the property of the Issuer, and such custody or control shall not be terminated within 30 days from the date of assumption of such custody or control; or

(i) if the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or herein or any Supplemental Indenture hereof on the part of the Issuer to be performed, other than as set forth above in this Section 7.1, and such Event of Default shall continue for 30 days after written notice specifying such Event of Default and requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Registered Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding hereunder; or

(j) the occurrence of any event specified in a Supplemental Indenture as constituting an Event of Default.

Section 7.2 Remedies; Rights of Registered Owners. Upon the occurrence of an Event of Default, the Trustee, upon being indemnified pursuant to Section 8.1 hereof, may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding or to enforce any obligations of the Issuer hereunder including the right to require the Issuer to make monthly deposits to the Bond Fund in the amounts set forth in Sections 5.2(a)(i) through 5.2(a)(iii).

If an Event of Default shall have occurred, and if requested so to do by (i) Registered Owners of not less than 25% in aggregate Principal amount of the Bonds then Outstanding, (ii) Security Instrument Issuers at that time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 25% in aggregate Principal amount of Bonds at the time Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 25% in aggregate Principal amount of Bonds at the time Outstanding, and indemnified as provided in Section 8.1 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 7.2 as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Registered Owners and the Security Instrument Issuers.

No remedy by the terms hereof conferred upon or reserved to the Trustee (or to the Registered Owners or to the Security Instrument Issuers) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee, the Registered Owners or the Security Instrument Issuers or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Registered Owners or the Security Instrument Issuers, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 7.3 Right of Registered Owners to Direct Proceedings. Anything herein to the contrary notwithstanding, unless a Supplemental Indenture provides otherwise, either (i) the Registered Owners of a majority in aggregate Principal amount of the Bonds then Outstanding, (ii) the Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 50% in aggregate Principal amount of Bonds at the time Outstanding, shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions hereof, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 7.4 Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VII shall, after payment of Trustee's fees and expenses including the fees and expenses of its counsel for the proceedings resulting in the collection of such moneys and of the expenses and liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied in the following order:

(a) To the payment of the principal of, premium, if any, and interest then due and payable on the Bonds and the Security Instrument Repayment Obligations as follows:

(i) Unless the Principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST—To the payment to the persons entitled thereto of all installments of interest then due on the Bonds and the interest component of any Security Instrument Repayment Obligations then due, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND—To the payment to the persons entitled thereto of the unpaid Principal of and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions hereof), in the order of their due dates, and the Principal component of any Security Instrument Repayment Obligations then due, and, if the amount available shall not be sufficient to pay in full all the Bonds and the Principal component of any Security Instrument Repayment Obligations due on any particular date, then to the payment ratably, according to the amount of Principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(ii) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the Principal and interest then due and unpaid upon the Bonds and Security Instrument Repayment Obligations, without preference or priority of Principal over interest or of interest over Principal, or of any installment of interest over any other installment of interest, or of any Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, ratably, according to the amounts due respectively for Principal and interest, to the persons entitled thereto without any discrimination or privilege.

(iii) To the payment of all obligations owed to all Reserve Instrument Providers, ratably, according to the amounts due without any discrimination or preference under any applicable agreement related to any Reserve Instrument Agreement.

Whenever moneys are to be applied pursuant to the provisions of this Section 7.4, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amounts of such moneys available for such application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such dates shall cease to accrue.

Section 7.5 Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) hereunder or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings related thereto and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Registered Owners of the Bonds, and any recovery of judgment shall be for the equal benefit of the Registered Owners of the Outstanding Bonds.

Section 7.6 Rights and Remedies of Registered Owners. Except as provided in the last sentence of this Section 7.6, no Registered Owner of any Bond or Security Instrument Issuer shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement hereof or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless an Event of Default has occurred of which the Trustee has been notified as provided in Section 8.1(g), or of which by said Section it is deemed to have notice, nor unless also Registered Owners of 25% in aggregate principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 25% in aggregate principal amount of Bonds at the time Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinabove granted, or to institute such action, suit or proceeding in its own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trust hereof, and to any action or cause of action for the enforcement hereof, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Registered Owner of the Bonds or Security Instrument Issuer shall have any right in any manner whatsoever to affect, disturb or prejudice the lien hereof by its action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Registered Owners of all Bonds then Outstanding and all Security Instrument Issuers at the time providing Security Instruments. Nothing herein contained shall, however, affect or impair the right of any Registered Owner or Security Instrument Issuer to enforce the covenants of the Issuer to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder held by such Registered Owner and Security Instrument Repayment Obligations at the time, place, from the source and in the manner in said Bonds or Security Instrument Repayment Obligations expressed.

Section 7.7 Termination of Proceedings. In case the Trustee, any Registered Owner or any Security Instrument Issuer shall have proceeded to enforce any right hereunder by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Registered Owner, or Security Instrument Issuer, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.8 Waivers of Events of Default. Subject to Section 8.1(g) hereof, the Trustee may in its discretion, and with the prior written consent of all Security Instrument Issuers at the time providing Security Instruments, waive any Event of Default hereunder and its consequences and shall do so upon the written request of the Registered Owners of (a) a majority in aggregate principal amount of all the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding in respect of which an Event of Default in the payment of principal and interest exist, or (b) a majority in aggregate principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate

Principal amount of Bonds at the time Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (i) any default in the payment of the principal of any Bonds at the date that a Principal Installment is due or (ii) any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such Event of Default shall have occurred on overdue installments of interest and all arrears of payments of principal and premium, if any, when due and all expenses of the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee, the Registered Owners and the Security Instrument Issuers shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 7.9 Cooperation of Issuer. In the case of any Event of Default hereunder, the Issuer shall cooperate with the Trustee and use its best efforts to protect the Registered Owners, Reserve Instrument Providers and the Security Instrument Issuers.

ARTICLE VIII

THE TRUSTEE

Section 8.1 Acceptance of the Trusts. The Trustee accepts the trusts imposed upon it hereby, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers thereof and perform any of its duties by or through attorneys, agents, receivers or employees and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer; but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the property herein conveyed. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions hereof. The Trustee shall have no responsibility with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the Bonds.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder, except as specifically set forth herein. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant hereto upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Registered Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by an Authorized Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in Section 8.1(g) herein, or of which by said Paragraph it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Representative of the Issuer under its seal to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated herein shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder, except an Event of Default described in Section 7.1(a) or 7.1(b), unless the Trustee shall be specifically notified in writing of such Default by the Issuer, a Security Instrument Issuer or by the Registered Owners of at least 25% in the aggregate principal amount of any Series of the Bonds then Outstanding and all notices or other instruments required hereby to be delivered to the Trustee must, in order to be effective, be delivered at the Principal Corporate Trust Office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(h) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect all books, papers and records of the Issuer pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere herein contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview hereof, any showing, certificates, opinions, appraisals, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(k) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(l) If any Event of Default hereunder shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it hereby and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

(m) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Registered Owners, Security Instrument Issuers or Reserve Instrument Providers pursuant to the provisions of this Indenture, unless such Registered Owners, Security Instrument Issuers or Reserve Instrument Providers shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred therein or thereby.

(n) The Trustee shall not be required to expend, advance, or risk its own funds or incur any financial liability in the performance of its duties or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or satisfactory indemnity against such risk or liability is not assured to it.

Section 8.2 Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered as Trustee hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and Registrar for the Bonds as hereinabove provided. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. The Trustee's rights under this Section 8.2 will not terminate upon its resignation or removal or upon payment of the Bonds and discharge of the Indenture.

Section 8.3 Notice to Registered Owners if Event of Default Occurs. If an Event of Default occurs of which the Trustee is by Section 8.1(g) hereof required to take notice or if notice of an Event of Default be given to the Trustee as in said Section provided, then the Trustee shall give written notice thereof by registered or certified mail to all Security Instrument Issuers or to Registered Owners of all Bonds then Outstanding shown on the registration books of the Bonds kept by the Trustee as Registrar for the Bonds.

Section 8.4 Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interest of Registered Owners of the Bonds, the Trustee may intervene on behalf of such Owners and shall do so if requested in writing by the Registered Owners of at least 25% in aggregate principal amount of the Bonds then Outstanding. The rights and obligations of the Trustee under this Section 8.4 are subject to the approval of a court of competent jurisdiction.

Section 8.5 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed of conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving written notice to the Issuer, served personally or by registered or certified mail, and by registered or certified mail to each Reserve Instrument Issuer, Security Instrument Issuer and Registered Owner of Bonds then Outstanding, and such resignation shall take effect upon the appointment of and acceptance by a successor Trustee by the Registered Owners or by the Issuer as provided in Section 8.8 hereof; provided, however that if no successor Trustee has been appointed within 60 days of the date of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it deems proper and prescribes, appoint a successor Trustee.

Section 8.7 Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments (i) in writing delivered to the Trustee, and signed by the Issuer, unless there exists any Event of Default, or (ii) in writing delivered to the Trustee and the Issuer, and signed by the Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding if an Event of Default exists; provided that such instrument or instruments concurrently appoint a successor Trustee meeting the qualifications set forth herein.

Section 8.8 Appointment of Successor Trustee by Registered Owners; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Issuer or if an Event of Default exists by the Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer by an instrument executed by an Authorized Representative under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Registered Owners in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Registered Owners. Every successor Trustee appointed pursuant to the provisions of this Section 8.8 or otherwise shall be a trust company or bank in good standing having a reported capital and surplus of not less than $50,000,000.

Each Reserve Instrument Provider and Security Instrument Issuer shall be notified by the Issuer immediately upon the resignation or termination of the Trustee and provided with a list of candidates for the office of successor Trustee.

Section 8.9 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of the successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article VIII shall be filed and/or recorded by the successor Trustee in each recording office, if any, where the Indenture shall have been filed and/or recorded.

Section 8.10 Trustee Protected in Relying Upon Indenture, Etc. The indentures, opinions, certificates and other instruments provided for herein may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11 Successor Trustee as Trustee of Funds; Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee hereunder and Registrar for the Bonds and Paying Agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, Registrar and Paying Agent for the Bonds.

Section 8.12 Trust Estate May Be Vested in Separate or Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation hereunder, and in particular in case of the enforcement of remedies on Event of Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights, or remedies herein granted to the Trustee or hold title to the trust estate, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 8.12 are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended hereby to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vested in such separate or co-trustee, but only to the extent necessary to enable the separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request of such trustee or co-trustee, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 8.13 Annual Accounting. The Trustee shall prepare an annual accounting for each Bond Fund Year by the end of the month following each such Bond Fund Year showing in reasonable detail all financial transactions relating to the funds and accounts held by the Trustee hereunder during the accounting period and the balance in any funds or accounts created hereby as of the beginning and close of such accounting period, and shall mail the same to the Issuer, and to each Reserve Instrument Provider requesting the same. The Trustee shall also make available for inspection by any Registered Owner a copy of said annual accounting (with the names and addresses of Registered Owners receiving payment of debt service on the Bonds deleted therefrom) and shall mail the same if requested in writing to do so by Registered Owners of at least 25% in aggregate principal amount of Bonds then Outstanding to the designee of said Owners specified in said written request at the address therein designated. On or before the end of the month following each Bond Fund Year, the Trustee shall, upon written request, provide to the Issuer and the Issuer's independent auditor representations as to the accuracy of the facts contained in the financial reports concerning the transactions described herein that were delivered by the Trustee during the Bond Fund Year just ended.

Section 8.14 Indemnification. To the extent permitted by law and subject to the provisions of Section 8.1(a) of this Indenture, the Issuer shall indemnify and save Trustee harmless against any liabilities it may incur in the exercise and performance of its powers and duties hereunder, other than those due to its own negligence or willful misconduct.

Section 8.15 Trustee's Right to Own and Deal in Bonds. The bank or trust company acting as Trustee under this Indenture, and its directors, officers, employees or agents, may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder and secured by this Indenture, and may join in any action which any Bondholder may be entitled to take with like effect as if such bank or trust company were not the Trustee under this Indenture.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.1 Supplemental Indentures Not Requiring Consent of Registered Owners, Security Instrument Issuers and Reserve Instrument Providers. The Issuer and the Trustee may, without the consent of, or notice to, any of the Registered Owners or Reserve Instrument Providers, or Security Instrument Issuers, enter into an indenture or indentures supplemental hereto, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To provide for the issuance of Additional Bonds in accordance with the provisions of Section 2.13 hereof;

(b) To cure any ambiguity or formal defect or omission herein;

(c) To grant to or confer upon the Trustee for the benefit of the Registered Owners, any Security Instrument Issuers and any Reserve Instrument Providers any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Registered Owners or any of them which shall not adversely affect the interests of any Reserve Instrument Providers or Security Instrument Issuers without its consent;

(d) To subject to this Indenture additional Revenues or other revenues, properties, collateral or security;

(e) To provide for the issuance of the Bonds pursuant to a book-entry system or as uncertificated registered public obligations pursuant to the provisions of the Registered Public Obligations Act, Title 15, Chapter 7 of the Utah Code, Annotated 1953, as amended, or any successor provisions of law;

(f) To make any change which shall not materially adversely affect the rights or interests of the Owners of any Outstanding Bonds, any Security Instrument Issuers or any Reserve Instrument Provider requested or approved by a Rating Agency in order to obtain or maintain any rating on the Bonds or requested or approved by a Security Instrument Issuer or Reserve Instrument Provider in order to insure or provide other security for any Bonds;

(g) To make any change necessary (A) to establish or maintain the excludability from gross income for federal income tax purposes of interest on any Series of Bonds as a result of any modifications or amendments to Section 148 of the Code or interpretations by the Internal Revenue Service of Section 148 of the Code or of regulations proposed or promulgated thereunder, or (B) to comply with the provisions of Section 148(f) of the Code, including provisions for the payment of all or a portion of the investment earnings of any of the Funds established hereunder to the United States of America;

(h) If the Bonds affected by any change are rated by a Rating Agency, to make any change which does not result in a reduction of the rating applicable to any of the Bonds so affected, provided that if any of the Bonds so affected are secured by a Security Instrument, such change must be approved in writing by the related Security Instrument Issuer;

(i) If the Bonds affected by any change are secured by a Security Instrument, to make any change approved in writing by the related Security Instrument Issuer, provided that if any of the Bonds so affected are rated by a Rating Agency, such change shall not result in a reduction of the rating applicable to any of the Bonds so affected;

(j) Unless otherwise provided by a Supplemental Indenture authorizing a Series of Bonds, the designation of the facilities to constitute a Project by such Supplemental Indenture may be modified or amended if the Issuer delivers to the Trustee (1) a Supplemental Indenture designating the facilities to comprise the Project and (2) an opinion of Bond Counsel to the effect that such amendment will not adversely affect the tax-exempt status (if applicable) or validity of the Bonds; and

(k) To correct any references contained herein to provisions of the Act, the Code or other applicable provisions of law that have been amended so that the references herein are correct.

Section 9.2 Supplemental Indentures Requiring Consent of Registered Owners and Reserve Instrument Providers; Waivers and Consents by Registered Owners. Exclusive of Supplemental Indentures covered by Section 9.1 hereof and subject to the terms and provisions contained in this Section 9.2, and not otherwise, the Registered Owners of 66 2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained herein to the contrary notwithstanding, to (i) consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained herein or in any Supplemental Indenture, or (ii) waive or consent to the taking by the Issuer of any action prohibited, or the omission by the Issuer of the taking of any action required, by any of the provisions hereof or of any indenture supplemental hereto; provided, however, that nothing in this Section 9.2 contained shall permit or be construed as permitting (a) an extension of the date that a Principal Installment is due at maturity or mandatory redemption or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bond, without the consent of the Registered Owner of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any Fund established hereunder applicable to any Bonds without the consent of the Registered Owners of all the Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Bonds, the Registered Owners of which are required to consent to any such waiver or Supplemental Indenture, or (d) affect the rights of the

Registered Owners of less than all Bonds then outstanding, without the consent of the Registered Owners of all the Bonds at the time Outstanding which would be affected by the action to be taken. In addition, no supplement hereto shall modify the rights, duties or immunities of the Trustee, without the written consent of the Trustee. If a Security Instrument or a Reserve Instrument is in effect with respect to any Series of Bonds Outstanding and if a proposed modification or amendment would affect such Series of Bonds, then, except as provided in Section 9.1, neither this Indenture nor any Supplemental Indenture with respect to such Series of Bonds shall be modified or amended at any time without the prior written consent of the related Security Instrument Issuer or Reserve Instrument Provider, as applicable.

If at any time the Issuer shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section 9.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be given by registered or certified mail to the Bondholder of each Bond shown by the list of Bondholders required by the terms of Section 2.6 hereof to be kept at the office of the Trustee. Such notices shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by all Bondholders. At the time such notices are mailed by the Trustee, the Issuer may, but is not required to, designate a reasonable time period for receipt of such consents and shall include such requirement in the notices sent to the Bondholders. If the Bondholders of not less than 66 2/3% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Article IX permitted and provided, the Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE X

DISCHARGE OF INDENTURE

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made, to or for the Registered Owners of the Bonds, the principal of and interest due or to become due thereon at the times and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of moneys due or to become due according to the provisions hereof, and to all Security Instrument Issuers and all Reserve Instrument Providers all sums of money due or to become due according to the provisions of any Security Instrument Agreements, Reserve Instrument Agreements, as applicable, then these presents and the estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien hereof, and release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee, held by the Trustee, or otherwise subject to the lien hereof, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Bonds, the payment of amounts pursuant to any Security Instrument Agreements or the payment of amounts pursuant to any Reserve Instrument Agreements.

Any Bond shall be deemed to be paid within the meaning of this Article X when payment of the principal of such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided herein, or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided by irrevocably depositing with or for the benefit of the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment, or (ii) Direct Obligations, maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee, and any paying agent pertaining to the Bond with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits hereof, except for the purposes of any such payment from such moneys or Direct Obligations.

Notwithstanding the foregoing, in the case of Bonds, which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted hereby);

(b) directing the Trustee to call for redemption pursuant hereto any Bonds to be redeemed prior to maturity pursuant to Article II above; and

(c) directing the Trustee to mail, as soon as practicable, in the manner prescribed by Article II hereof, a notice to the Registered Owners of such Bonds and to each related Security Instrument Issuer that the deposit required by this Article X has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Article X and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds as specified in Article II.

Any moneys so deposited with the Trustee as provided in this Article X may at the direction of the Issuer also be invested and reinvested in Direct Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Direct Obligations in the hands of the Trustee pursuant to this Article X which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund; provided, however, that before any excess moneys shall be deposited in the Bond Fund, the Trustee shall first obtain a written verification from a certified public accountant that the moneys remaining on deposit with the Trustee and invested in Direct Obligations after such transfer to the Bond Fund shall be sufficient in amount to pay principal and interest on the Bonds when due and payable.

No such deposit under this Article X shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause any tax-exempt Bonds to be treated as arbitrage bonds within the meaning of Sections 148 of the Code.

Notwithstanding any provision of any other Article hereof which may be contrary to the provisions of this Article X, all moneys or Direct Obligations set aside and held in trust pursuant to the provisions of this Article X for the payment of Bonds (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or Direct Obligations have been so set aside in trust.

Anything in Article VIII hereof to the contrary notwithstanding, if moneys or Direct Obligations have been deposited or set aside with the Trustee pursuant to this Article X for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article X shall be made without the consent of the Registered Owner of each Bond affected thereby.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Consents, Etc., of Registered Owners. Any consent, request, direction, approval, objection or other instrument required hereby to be executed by the Registered Owners, Security Instrument Issuers or Reserve Instrument Providers may be in any number of concurrent writings of similar tenor and may be executed by such Registered Owners, Security Instrument Issuers or Reserve Instrument Providers in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes hereof, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely, the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

Section 11.2 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto, the Registered Owners of the Bonds, any Security Instrument Issuer and any Reserve Instrument Provider, any legal or equitable right, remedy or claim under or in respect hereto or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Registered Owners of the Bonds, any Security Instrument Issuer and the Reserve Instrument Providers as herein provided.

Section 11.3 Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections herein contained, shall not affect the remaining portions hereof, or any part thereof.

Section 11.4 Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper on the Issuer if the same shall be duly mailed by registered or certified mail to 23 East Center Street, Kaysville City, Utah, 84037 Attention: City Recorder, or to such address as the Issuer may from time to time file with the Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the same shall be duly mailed by registered or certified mail addressed to it at Zions Bancorporation, National Association, Corporate Trust Department, One South Main Street, 12th Floor, Salt Lake City, Utah 84133, or to such other address as the Trustee may from time to time file with the Issuer.

Section 11.5 Trustee as Paying Agent and Registrar. Trustee is hereby designated and agrees to act as principal Paying Agent and Bond Registrar for and in respect to the Bonds.

Section 11.6 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State.

Section 11.8 Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement herein contained against any past, present or future officer, or other public official, employee, or agent of the Issuer.

Section 11.9 Holidays. If any date for the payment of principal of or interest on the Bonds is not a Business Day, then such payment shall be due on the first Business Day thereafter and no interest shall accrue for the period between such date and such first Business Day thereafter.

Section 11.10 Effective Date. This Indenture shall become effective immediately.

Section 11.11 Compliance with Act. It is hereby declared by the Issuer's Governing Body that it is the intention of the Issuer by the execution of this Indenture to comply in all respects with the provisions of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed as of the date first written above.

KAYSVILLE CITY, UTAH, as Issuer

(SEAL)

____
Mayor

ATTEST:

____
City Recorder

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION,
as Trustee

By:__________________________________

Title:________________________________

EXHIBIT A

FORM OF REQUISITION

RE: Kaysville City, Utah [Taxable] Telecommunications, Sales and Franchise Tax Revenue [Refunding] Bonds, Series _______ in the sum of $__________

Zions Bancorporation, National Association
One South Main St., 12th Floor
Salt Lake City, Utah 84133

You are hereby authorized to disburse from the 20_____ Account of the Construction Fund with regard to the above-referenced bond issue the following:

REQUISITION NUMBER: ____________________

NAME AND ADDRESS OF PAYEE: ____________________________________

____

____

AMOUNT: $___________________

PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED: _________________

____

____

____

Each obligation, item of cost, or expense mentioned herein has been properly incurred, is a proper charge against the 20_____ Account of the Construction Fund based upon audited, itemized claims substantiated in support thereof, and has not been the basis for a previous withdrawal.

DATED: ________________

____
Authorized Representative

BOND PURCHASE CONTRACT

$__________
Kaysville City, Utah
Telecommunications, Sales and Franchise Tax Revenue Bonds,
Series 2020

__________, 2020

Kaysville City
23 East Center Street
Kaysville, Utah 84037

The undersigned, ________________________, as the underwriter of the hereinafter defined Series 2020 Bonds (the "Underwriter"), acting on behalf of the Underwriter and not as fiduciary or agent for you, offer to enter into this Bond Purchase Contract (the "Purchase Contract") with Kaysville City, Utah (the "Issuer") which, upon the acceptance by the Issuer of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter.

This offer is made subject to your acceptance and approval on or before 11:59 p.m. Utah Time, on the date hereof. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter referred to Official Statement.

ARTICLE I

SALE, PURCHASE AND DELIVERY

Section 1.1. (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Issuer's $__________ aggregate principal amount of Telecommunications, Sales and Franchise Tax Revenue Bonds, Series 2020 (the "Series 2020 Bonds"), at a purchase price of $__________ (representing the principal amount of the Series 2020 Bonds, plus a [net] reoffering premium of $__________ and less an Underwriter's discount of $__________) plus accrued interest, if any, from their dated date to the Closing Date (as hereinafter defined). The Series 2020 Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Exhibit A hereto.

(b) The Series 2020 Bonds shall be as described in the Official Statement dated __________, 2020, of the Issuer relating to the Series 2020 Bonds (together with all appendices thereto, the "Official Statement"), shall be issued and secured under and pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), and other applicable provisions of law; (ii) a General Indenture of Trust dated as of __________, 2020 (the "General Indenture"), as supplemented by a First

Supplemental Indenture of Trust dated as of __________, 2020 (the "First Supplemental Indenture" and together with the General Indenture, the "Indenture") each by and between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee"); and all as authorized pursuant to a resolution adopted by the City Council of the Issuer on [August 6], 2020 (the "Resolution"). The Series 2020 Bonds are payable from and secured solely by the Revenues and all funds (other than the Rebate Fund) described and established by the Indenture. The Series 2020 Bonds are being issued pursuant to the Resolution, the Indenture, and the Act.

(c) The Series 2020 Bonds are being issued for the purpose of (i) financing all or a portion of the costs of construction of a municipal fiber network and all related improvements and equipment (the "Series 2020 Project"); [(ii) funding any necessary debt service reserve fund;] [(iii) paying capitalized interest;] and (iv) paying costs of issuance with respect to the Series 2020 Bonds.

(d) The Indenture, the Series 2020 Bonds, the Resolution, and the Continuing Disclosure Undertaking (defined below), and this Purchase Contract are sometimes referred to collectively herein as the "Transaction Documents."

(e) The Underwriter agrees to make an initial public offering of the Series 2020 Bonds at the offering prices or yields set forth on the inside front cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the Series 2020 Bonds and offer and sell the Series 2020 Bonds to certain dealers (including dealers depositing the Series 2020 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriter also reserves the right (i) to engage in transactions that stabilize, maintain or otherwise affect the market prices of the Series 2020 Bonds and (ii) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.2. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2020 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2020 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2020 Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2020 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2020 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2020 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2020 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Series 2020 Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2020 Bonds of that maturity; provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Series 2020 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2020 Bonds.

(c) The Underwriter confirms that it has offered the Series 2020 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2020 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2020 Bonds, the Underwriter will neither offer nor sell unsold Series 2020 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2020 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2020 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2020 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2020 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2020 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2020 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series 2020 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2020 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2020 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2020 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2020 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2020 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2020 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2020 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2020 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2020 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2020 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2020 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2020 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2020 Bonds to the public),

(iii) a purchaser of any of the Series 2020 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

Section 1.3. (a) By acceptance and approval of this Purchase Contract, the Issuer hereby authorizes the use of copies of the Official Statement. The Issuer hereby agrees to provide to the Underwriter within seven (7) business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board. The Issuer has heretofore "deemed final" the Preliminary Official Statement dated __________, 2020, and relating to the Series 2020 Bonds (the "Preliminary Official Statement") for purposes of paragraph (b)(1) of Rule 15c2-12 and the Issuer acknowledges and ratifies the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Series 2020 Bonds.

(b) In order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12, the Issuer will undertake, pursuant to a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking"), to be dated as of the Closing Date to provide annual reports and notices of certain events. A form of the Continuing Disclosure Undertaking is set forth as Appendix D to the Preliminary Official Statement and will also be set forth as Appendix D to the Official Statement.

Section 1.4. At approximately 9:00 a.m., Utah time, on __________, 2020, or on such later date as shall be agreed upon in writing by the Issuer and the Underwriter (the "Closing Date"), the Issuer will cause the Series 2020 Bonds to be delivered to or for the account of the Underwriter in definitive form, duly executed and authenticated, at such place designated by the Underwriter and will deliver to the Underwriter the other documents herein mentioned at the offices of Bond Counsel, or such other location as may be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Series 2020 Bonds as set forth in paragraph 1.1(a) hereof by wire transfer, payable in federal funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the "Closing"). The Series 2020 Bonds shall be initially issued in the form of one fully registered Bond for each maturity of the Series 2020 Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), and shall be made available to DTC or its agent for the account of the Underwriter in New York, New York (or such other place designated by the Underwriter).

ARTICLE II

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

By its acceptance hereof, the Issuer represents and warrants to and covenants with the Underwriter that:

Section 2.1. The Issuer is a political subdivision and body politic duly organized and existing under the laws of the State of Utah with full power and authority to consummate the transactions contemplated by the Transaction Documents, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein.

Section 2.2. The City Council of the Issuer has duly adopted the Resolution, has duly authorized and approved the distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Transaction Documents and, as of the Closing Date, each will be in full force and effect and, as of the Closing Date, neither the Resolution nor any of the Transaction Documents will have been amended, supplemented, rescinded, repealed or otherwise modified except with the approval of the Underwriter.

Section 2.3. The adoption of the Resolution, the execution and delivery of the Transaction Documents, the compliance by the Issuer with the provisions of any or all of the foregoing documents, and the application of the proceeds of the Series 2020 Bonds for the purposes described in the Official Statement do not and will not conflict with or result in the material breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.4. The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolution; the issuance and sale of the Series 2020 Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement, and the Transaction Documents; and the execution, delivery and receipt of the Transaction Documents, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be necessary to establish and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2020 Bonds.

Section 2.5. Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer or others (a) affecting the existence of the Issuer or the titles of its officers to their respective offices; (b) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2020 Bonds or the revenues or assets of the Issuer mortgaged, appropriated, encumbered or pledged pursuant to the Indenture; (c) in any way contesting or affecting the validity or enforceability of the Series 2020 Bonds or any of the Transaction Documents or the transactions contemplated thereby; (d) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (e) contesting the powers of the Issuer or any authority for the issuance of the Series 2020 Bonds or the execution and delivery of any of the Transaction Documents.

Section 2.6. When delivered to and paid by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, the Series 2020 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture [on a parity, with respect to the Pledged Sales and Use Taxes only, with the outstanding Sales Tax Obligations as described in the Official Statement].

Section 2.7. The Issuer is not in breach of or in default under any material existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is bound; and the execution and delivery of the Series 2020 Bonds, the Transaction Documents, and this Purchase Contract, and compliance with the provisions thereof, will not conflict with or constitute a material breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.8. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Transaction Documents, or which could have a material adverse effect on the financial condition of the Issuer, receipt by the Issuer of the Revenues, or the transactions contemplated by the Transaction Documents, or have a material adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or this Purchase Contract or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2020 Bonds.

Section 2.9. The information contained in the Preliminary Official Statement was, as of its date, and will be, as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided to the Issuer in writing by the Underwriter and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2020 Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions ["THE SERIES 2020 BONDS—Book-Entry Only System," "UNDERWRITER," "APPENDIX F."]

Section 2.10. The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2020 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Transaction Documents.

Section 2.11. The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2020 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2020 Bonds.

Section 2.12. The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2020 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2020 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

Section 2.13. If between the date of this Purchase Contract and 25 days following the "end of the underwriting period" (which the Issuer can assume is the Closing Date unless otherwise notified in writing by the Underwriter) any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. If the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Contract by notification to the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2020 Bonds.

Section 2.14. When executed by the respective parties thereto, this Purchase Contract and the Transaction Documents will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms except that the rights and obligations under the Transaction Documents, and this Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah.

Section 2.15. The Issuer has complied, and will at the Closing be in compliance in all respects, with the obligations on its part contained in the Transaction Documents and this Purchase Contract and any and all other agreements relating thereto.

Section 2.16. Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriter shall be entitled to rely.

Section 2.17. The Issuer has not otherwise pledged or assigned the Revenues other than to secure and pay the Series 2020 Bonds and the Series 2020 Bonds enjoy a first lien and pledge on the Revenues.

Section 2.18. The Issuer has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations nor has the Issuer ever failed to appropriate sufficient amounts to timely pay any of its lease obligations;

Section 2.19. The Issuer's audited financial statements as of, and for the year ended June 30, 20[19/20], a copy of which has heretofore been delivered to the

Underwriter, present fairly the financial position of the Issuer at June 30, 20[19/20], and the results of its operations and changes in financial position for the year then ended; any other statements and data submitted in writing by the Issuer to the Underwriter in connection with this Purchase Contract are true and correct in all material respects as of their respective dates; except as described in the Official Statement and except as otherwise disclosed by the Issuer to the Underwriter, since June 30, 20[19/20], there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that set forth in the audited financial statements as of and for the year ended that date, and the Issuer has not since June 30, 20[19/20], incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations;

Section 2.20. [For the past five years the Issuer has been in compliance with each and every continuing disclosure undertaking it has entered into pursuant to Rule 15c2-12, except as disclosed in the Official Statement.].

Section 2.21. The Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series 2020 Bonds to be applied or result in such proceeds being applied in a manner inconsistent the Indenture.

ARTICLE III

UNDERWRITER'S CONDITIONS

Section 3.1. The Underwriter has entered into this Purchase Contract in reliance upon the performance by the Issuer of its obligations hereunder. The Underwriter's obligations under this Purchase Contract are and shall be subject to the following further conditions:

(a) At the time of Closing for the Series 2020 Bonds, (1) the Transaction Documents shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Gilmore & Bell, P.C., bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter may terminate its obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(i) (A) Legislation shall have been enacted by the Congress, introduced in the Congress, or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress, or favorably reported for passage to either House of

Congress by any Committee of such House to which such legislation has been referred for consideration, or (B) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or (C) an order, ruling, regulation, or communication (including a press release) shall have been issued by the Treasury Department of the United States or the Internal Revenue Service or (D) any action shall be taken or statement made by or on behalf of the President of the United States or the Department of Treasury or the Internal Revenue Service or any member of the United States Congress which indicates or implies that legislation will be introduced in the current or next scheduled session of the United States Congress, with the purpose or effect, directly or indirectly, of requiring the inclusion in gross income for federal income tax purposes of interest to be received by any owners of the Series 2020 Bonds; or

(ii) Legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of the Underwriter, has the effect of requiring the offer or sale of the Series 2020 Bonds to be registered under the Securities Act or any other "security," as defined in the Securities Act, issued in connection with or as part of the issuance of the Series 2020 Bonds to be so registered or the Indenture to be qualified as an indenture under the Trust Indenture Act of 1939, as amended; or any event shall have occurred or shall exist which, in the reasonable judgment of the Underwriter, makes or has made untrue or incorrect in any respect any statement or information contained in the Official Statement or is not or was not reflected in the Official Statement but should be or should have been reflected therein in order to make the statements or information contained therein not misleading in any material respect; or

(iii) In the reasonable judgment of the Underwriter, it is impractical or inadvisable for the Underwriter to market or sell or enforce agreements to sell Series 2020 Bonds because (A) trading in securities generally shall have been suspended on the New York Stock Exchange, Inc., or a general banking moratorium shall have been established by federal or the State of Utah authorities or a material disruption in commercial banking or securities settlement or clearance services shall have occurred, or (B) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have a material adverse effect on the marketing or sale of the Series 2020 Bonds, including any action relating to the tax status of the Series 2020 Bonds under federal or Utah law as set forth in the opinion of Bond Counsel attached as Appendix E to the Official Statement, or (C) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise; or (D) a war involving the United States of America shall have been declared or any other conflict involving the armed forces of the United States of America has escalated, in either case to such a magnitude as to materially adversely affect the Underwriter's ability to market the Series 2020 Bonds; (E) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah or if any material disruption in commercial banking or securities settlement or clearance services shall have occurred; or

(iv) Any financial rating assigned to the Series 2020 Bonds or any other obligations of the Issuer by S&P Global Ratings ("S&P"), Fitch Ratings, Inc. ("Fitch"), or Moody's Investors Service, Inc. ("Moody's"), as the case may be, shall have been downgraded, withdrawn, or any other action taken, and such action, in the opinion of the Underwriter, has a material adverse effect on the marketability of the Series 2020 Bonds; or

(v) Any litigation shall be instituted, pending or threatened (A) to restrain or enjoin the issuance, sale or delivery of the Series 2020 Bonds, (B) in any way contesting or affecting any authority for or the validity of the Series 2020 Bonds, any of the proceedings of the Issuer or the Trustee taken with respect to the issuance or sale thereof, the pledge, appropriation or application of any moneys or securities provided for the payment of the Series 2020 Bonds, or (C) in any way contesting or affecting the existence or powers of the Issuer or the Trustee or the titles of their officers to their respective offices; or

(vi) Any other event or circumstances shall have occurred which shall be beyond the reasonable control of the Underwriter and, in the opinion of the Underwriter, might in any way have a material adverse effect on the marketability of the Series 2020 Bonds.

(c) At or prior to the Closing, the Underwriter shall receive the following:

(i) The approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the Closing Date, in substantially the form attached as Appendix E to the Official Statement;

(ii) The letter of Gilmore & Bell, P.C., as disclosure counsel to the Issuer, dated the Closing Date and addressed to the Underwriter, in standard form for similar transactions;

(iii) The opinion of [the City Attorney], as counsel for the Issuer, in standard form for similar transactions and satisfactory to Bond Counsel and the Underwriter;

(iv) The Issuer's certificate, dated the Closing Date, signed by the Mayor and the City Recorder of the Issuer and in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2020 Bonds or the collection of Revenues pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Series 2020 Bonds or the adoption of the Resolution or the execution and delivery of the Transaction Documents, the validity or enforceability of the Series 2020 Bonds and the Transaction Documents, or the excludability from gross income for federal income tax purposes of interest on the Series 2020 Bonds, (iii) questioning or challenging any power of the Issuer, including its ability to levy taxes, or (iv) in any way contesting the organization, existence or powers of the Issuer or the titles of its officers to their respective offices, or (v) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the Revenues or the pledge of the Revenues, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolution; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its organization and financial and other affairs, and the application of the proceeds of sale of the Series 2020 Bonds are correct in all material respects, as of the date of the Official Statement and as of the Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolution authorizing the execution and delivery of the Transaction Documents has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents and this Purchase Contract and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

(v) Copies of each of the Resolution and the Transaction Documents, duly executed by each of the parties thereto;

(vi) Copies of the Tax Certificate of the Issuer, relating to matters affecting the excludability from gross income for federal income tax purposes of interest on the Series 2020 Bonds, including the use of proceeds of sale of the Series 2020 Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(vii) A copy of the Preliminary Official Statement and the Official Statement;

(viii) Evidence satisfactory to the Underwriter that the Series 2020 Bonds have received a rating of "_____" from _____;

(ix) All documents, certificates and opinions required by the Indenture; and

(x) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter, and the Underwriter shall have the right to waive any condition set forth in this Section.

ARTICLE IV

EXPENSES

All expenses and costs in connection with the authorization, issuance and sale of the Series 2020 Bonds to the Underwriter, including rating agency fees, the costs of printing the Official Statement and the Preliminary Official Statement, advertising costs, the initial fees of the Trustee in connection with the issuance of the Series 2020 Bonds, the fees and expenses of Bond Counsel, the fees and expenses of counsel to the Issuer, the Issuer's municipal advisor, and travel and other expenses shall be costs and expenses of the Issuer and shall be paid by the Issuer.

ARTICLE V

GENERAL

Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to the Underwriter at______________________________, Attention: ____________. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to Kaysville City, 23 East Center Street, Kaysville, Utah 84037, Attention: Mayor, with a copy thereof to Issuer's counsel at ______________________.

This Purchase Contract is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2020 Bonds hereunder and regardless of any investigation made by the Underwriter or on their behalf.

This Purchase Contract shall be governed by the laws of the State of Utah.

The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2020 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter is not acting as municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), and (v) the Issuer consulted its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Series 2020 Bonds. The Issuer has retained Lewis Young Robertson & Burningham, Inc. as its Independent Registered Municipal Advisor in this transaction.

This Purchase Contract contains the entire agreement between the parties relating to the subject matter hereof, and all previous representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof are superseded hereby.

This Purchase Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

This Purchase Contract shall become effective upon the execution by Underwriter and the acceptance hereof by the Issuer.

Very truly yours,

____

By: ___________________________________

Its: ___________________________________

KAYSVILLE CITY, UTAH

By:___________________________________

Its:___________________________________

ATTEST:

By:___________________________________
City Recorder

(SEAL)

EXHIBIT A

$__________

Kaysville City, Utah

Telecommunications, Sales and Franchise Tax Revenue Bonds, Series 2020

Maturity Date (__________)	Principal Amount	Interest Rate	Yield	Pricing Rule

* [General Rule Maturities.]

** [Hold-the-offering-price Maturities]

EXHIBIT B

FORM OF

UNDERWRITER'S RECEIPT FOR BONDS
AND ISSUE PRICE CERTIFICATE

$__________
Kaysville City, Utah
Telecommunications, Sales and Franchise Tax Revenue Bonds, Series 2020

The undersigned, on behalf of ______________________ (the "Original Purchaser"), as the Original Purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by Kaysville City, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Original Purchaser hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Contract (the "Purchase Contract") by and between the Original Purchaser, and the Issuer, dated __________, 2020 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Contract.)

2. Issue Price. For purposes of this section the following definitions apply:

"Effective Time" means the time on the Sale Date that the Agreement to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Exhibit A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

"Purchaser" means the Original Purchaser, on its own behalf and as representative of each Underwriting Firm.

"Undersold Maturity" or "Undersold Maturities" means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

"Underwriting Firm" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

4. [[As of the Effective Time there were no Undersold Maturities.]][[For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.]]

____

By: __________________________________

Its: __________________________________

EXHIBIT A – [*same as in Bond Purchase Contract*]

ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

STAFF REPORT

COUNCIL MEETING DATE: August 6, 2020

TYPE OF ITEM: Action

SUBJECT/AGENDA TITLE: Consideration for adoption of a Resolution providing for a special election to be held on November 3, 2020, for the purpose of submitting to the qualified electors of Kaysville City, Utah (the "CITY"), a proposition regarding the acquisition, construction, owning and operation by the city of a municipal fiber network, including the financing thereof; providing for the publication of a Notice of Public Hearing; approving the form of and directing the publication of a Notice of Election and the Ballot Proposition; and related matters.

EXECUTIVE SUMMARY:

This agenda item is potential action on the language of the Ballot Question or Initiative as discussed previously by the City Council. The proposed language is that which the Kaysville Registered Voters will see on the November 2020 ballot. The following ballot language may be found in the attached resolution on page 7:

Shall the City Council (the "Council") of Kaysville City, Utah (the "City"), be authorized to acquire, construct, own and operate a municipal fiber network and to finance the costs thereof with a revenue bond obligation backed by Sales and Franchise Taxes, but for which no property taxes will be pledged (collectively, the "Kaysville Municipal Fiber Project") in a principal amount not to exceed Twenty-Two Million Dollars ($22,000,000) and mature not more than 30 years from the date of issuance of the bonds?

Council Options: 1) Approve the Resolution and ballot language as presented. 2) Discuss the ballot language with any modifications that the Council deems appropriate; 3) Decline to approve the language and remand to staff with further direction.

Recommended Action: Approve the Resolution and ballot language as presented

Fiscal Impact & Fund Source for Recommended Action: None

Attachments: Kaysville Fiber Ballot Initiative Resolution

Kaysville, Utah

August 6, 2020

The City Council (the "Council") of Kaysville City, Utah (the "Issuer") met in regular session on Thursday, August 6, 2020, in Kaysville, Utah, at 7:00 p.m. with the following members of the Council present:

Katie Witt	Mayor
John Adams	Councilmember
Michelle Barber	Councilmember
Mike Blackham	Councilmember
Andre Lortz	Councilmember
Tamara Tran	Councilmember

Also present:

Annemarie Plaizier	City Recorder
Shayne Scott	City Manager
Dean Storey	Finance Director
Nicholas Mills	City Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance With Open Meeting Law with respect to this August 6, 2020 meeting, a copy of which is attached hereto as Exhibit A.

After due deliberation, the following Resolution was considered, fully discussed and, pursuant to motion made by ____________ and seconded by __________, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor and recorded in the official records of the City Council of Kaysville City, Utah. The resolution is as follows:

RESOLUTION

A RESOLUTION PROVIDING FOR A SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF KAYSVILLE CITY, UTAH (THE "CITY"), A PROPOSITION REGARDING THE ACQUISITION, CONSTRUCTION, OWNING AND OPERATION BY THE CITY OF A MUNICIPAL FIBER NETWORK, INCLUDING THE FINANCING THEREOF; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING; APPROVING THE FORM OF AND DIRECTING THE PUBLICATION OF A NOTICE OF ELECTION AND THE BALLOT PROPOSITION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of Kaysville City, Utah (the "City") desires to acquire, construct, own and operate a municipal fiber network and all related improvements and equipment and to finance costs thereof (collectively, the "Undertaking"); and

WHEREAS, the costs of financing for the municipal fiber network are not expected to exceed $22,000,000 in aggregate principal amount and will not be payable from property taxes of the City; and

WHEREAS, the Council desires to submit a proposition concerning the Undertaking to the vote of the qualified electors of the City pursuant to applicable provisions of the Utah Election Code, Title 20A, Utah Code Annotated 1953, as amended (the "Election Code");

NOW, THEREFORE, It Is Hereby Resolved by the City Council of Kaysville City, Utah as follows:

Section 1. Definition of Terms. The terms defined or described in the recitals hereto shall have the same meaning when used in the body of this Resolution.

Section 2. Election Call. On November 3, 2020, there shall be held in the City a special election (the "Election"), between the hours of 7:00 a.m. and 8:00 p.m., at which there shall be submitted to the qualified electors of the City the proposition appearing in the ballot proposition portion of the Notice of Election as substantially set out in Section 6 hereof (as may be appropriately and legally updated, modified, corrected or completed).

Section 3. Voting Places and Election Judges. For purposes of the Election, the voting methods, the voting precincts, the voting places, the election judges, alternate judges and poll workers to serve at said voting places shall be the same as those established for the general election held that day.

Section 4. Authorization and Reimbursement of Expenses. The Election shall be conducted and the registration therefor shall be governed in conformity with the laws of the State of Utah, including particularly the Election Code, and the officials of the City shall and are hereby authorized and directed to perform and do all things necessary to the proper calling and conduct of the Election and the canvass of the results thereof.

Section 5. Public Hearing. The Council shall hold a public hearing on September 17, 2020, to receive input from the public with respect to the which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published and shall not be sooner than forty-five (45) days or later than four (4) business days before the first publication of the Notice of Election as described in this Resolution, such notice to be published (i) once a week for two consecutive weeks in the Davis County Clipper, a newspaper of general circulation within the City, (ii) on the Utah Public Meeting Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The "Notice of Public Hearing" shall be in substantially the following form:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN pursuant to the provisions of Section 59-1-1605, Utah Code Annotated 1953, as amended, that on August 6, 2020, the City Council (the "Council") of Kaysville City, Utah (the "City"), adopted a resolution (the "Resolution") in which it authorized the calling of an election (the "Election") concerning the acquisition and construction, owning and operation by the City of a municipal fiber optic network, including the financing thereof (the "Undertaking") and called a public hearing to receive input from the public with respect to a presentation of the arguments (a) in favor of the Undertaking, and (b) against the Undertaking.

TIME, PLACE, AND LOCATION OF PUBLIC HEARING

The Council shall hold a public hearing on September 17, 2020, at the hour of 7:00 p.m. in the City offices, located at 23 East Center Street, Kaysville, Utah. All members of the public are invited to attend and participate.

/s/ Annemarie Plaizier
City Recorder

To be published August 21, 2020 and August 28, 2020 in the Davis County Clipper.

Section 6. Notice of Election. A Notice of the Election shall be (i) published in the Davis County Clipper three (3) times, once a week for three (3) consecutive weeks, with the first publication being not less than twenty-one (21) nor more than thirty-five (35) days before the Election, (ii) posted on the Utah Public Meeting Notice website (http://pmn.utah.gov) for three weeks before the Election, (iii) posted on the Utah Legal Notices website (www.utahlegals.com) for three weeks before the Election and (iv) posted on the City's website for at least three weeks before the Election.

In addition, the Election Officer (defined herein) is to (i) publish the sample ballot immediately before the election as required in Section 20A-5-405 of the Election Code and (ii) publish notice of and perform the election voting device and tabulation equipment test procedures as required by Section 20A-4-104 of the Election Code.

The Notice of Election shall be given in substantially the following form (with such completion, amendments, updates, changes, additions or alterations as may be required to conform such notices to the Election Code (including amendments thereto prior to such publication) and actual election information or calendar items (to be confirmed prior to the first publication of such notice)):

E L E C T I O N   N O T I C E

To all qualified electors of Kaysville City, Utah:

Take notice that on November 3, 2020 between the hours of 7:00 a.m. and 8:00 p.m., a special election (the "Election") will be held in Kaysville City, Utah (the "City") in conjunction with the general election to be held that day.

Information regarding polling places for each voting precinct, each early voting polling place, and each election day voting center, including changes to the location of a polling place and the location of an additional polling place, may be found at the Statewide Electronic Voter Information Website at www.vote.utah.gov or at the City Recorder's Website at . www.kaysvillecity.com.

To obtain information regarding the location of a polling place voters may also call (801) 546-1235 or (801) 451-3508.

The Election will be held for the purpose of submitting the following ballot proposition:

OFFICIAL BALLOT PROPOSITION FOR THE
KAYSVILLE CITY, UTAH
SPECIAL ELECTION

NOVEMBER 3, 2020

/s/ Annemarie Plaizier
City Recorder

PROPOSITION

Shall the City Council (the "Council") of Kaysville City, Utah (the "City"), be authorized to acquire, construct, own and operate a municipal fiber network and to finance the costs thereof with a revenue bond obligation backed by Sales and Franchise Taxes, but for which no property taxes will be pledged (collectively, the "Kaysville Municipal Fiber Project") in a principal amount not to exceed Twenty-Two Million Dollars ($22,000,000) and mature not more than 30 years from the date of issuance of the bonds?

FOR THE KAYSVILLE MUNICIPAL FIBER PROJECT (YES) ☐

AGAINST THE KAYSVILLE MUNICIPAL FIBER PROJECT (NO) ☐

Voting at the election will be done by absentee ballots to be mailed to all registered voters in the City. Voters wishing to vote by absentee ballot and who fail to receive a ballot in the mail may contact the Davis County Clerk/Auditor's office by phone at (801) 451-3508. Voters that require the amenities of electronic voting machines may vote in person at the early voting places and during the early voting times established within the City for the general election or, on November 3, 2020, at the election day voting centers established within the City for the general election. Locations of early voting places and election day voting centers may be found by consulting the websites indicated above or by calling (801) 451-3508 or (801) 546-1241.

NOTICE is given that on Tuesday, November 17, 2020, that being a day no sooner than seven (7) days and no later than fourteen (14) days after the election, the City Council of the City will meet at its regular meeting place at 7:00 p.m. to canvass the returns and declare the results of the election.

Pursuant to applicable provisions of Utah State law, the period allowed for any contest of the election shall end forty (40) days after November 17, 2020 (the date on which the returns of the election are to be canvassed and the results thereof declared). No such contest shall be maintained unless a complaint meeting the requirements of applicable law is filed with the Clerk of the District Court of Davis County within the prescribed forty (40) day period.

GIVEN by order of the City Council of Kaysville City, Utah.

By: /s/ Katie Witt
Mayor

ATTEST:

By: /s/ Annemarie Plaizier
City Recorder

To be published on or about: October 2, October 9 and October 16 – Davis County Clipper.

Section 7. Mailing of Voter Information Pamphlet. The Council hereby directs the City Recorder of the City (the "City Recorder") to mail at least fifteen (15) but not more than forty-five (45) days before the scheduled Election, a voter information pamphlet or a notice printed on a postage prepaid, preaddressed return form that a person may use to request delivery of a voter information pamphlet, to each household with a registered voter who is eligible to vote on the Undertaking. Said voter information pamphlet shall include, in the following order: (a) the date of the Election, (b) the hours during which the polls will be open, (c) the address of the Statewide Electronic Voter Information Website and the City Recorder's website, with a statement indicating that the election officer will post on the website the location of each polling place for each voting precinct, each early voting polling place, and each election day voting center, including any changes to the location of a polling place and the location of an additional polling place; (d) a phone number that a voter may call to obtain information regarding the location of a polling place; (e) the title and text of the ballot proposition, and (f) an explanation of the property tax impact, if any, of the Undertaking, including (i) expected amortization of the financing of the Undertaking, (ii) expected sources of revenues available to pay the amortization of the financing, which will not include revenues from property taxes, and (iii) any additional information the Council determines may be useful to explain any property tax impact of the Undertaking.

Section 8. Compliance with the Transparency of Ballot Propositions Act, Title 59, Chapter 1, Part 16, Utah Code Annotated 1953, as amended. The City shall comply with the requirements of the Transparency of Ballot Propositions Act, Title 59, Chapter 1, Part 16, Utah Code Annotated 1953, as amended, and shall post the arguments and rebuttal arguments as required by such act on the Statewide Electronic Voter Information Website as described in Section 20A-7-801, Utah Code Annotated 1953, as amended, for thirty (30) consecutive days before the Election. The City shall further post all arguments and rebuttal arguments in a prominent place on the City's website for thirty (30) consecutive days before the Election. If the City has a newsletter published between finalization of the arguments and rebuttal arguments and the date of the Election, it shall further post arguments and rebuttal arguments in such newsletter. When posting the argument and rebuttal argument, the City Recorder shall ensure that: (a) a rebuttal argument is posted in the same manner as a direct argument; (b) each rebuttal argument follows immediately after the direct argument that it seeks to rebut; and (c) information regarding the public meeting (described in the next sentence), follows immediately after the posted arguments, including the date, time, and place of the public meeting. The City shall conduct a public meeting on October 1, 2020, a date which is no more than forty-five (45), but at least four (4), days before the Election, beginning at the hour of 6:00 p.m. at 23 East Center Street, Kaysville, Utah. The purpose of the meeting is to hear arguments for and against the Undertaking. Information regarding this public meeting shall follow immediately after the posted arguments set forth on the Statewide Electronic Voter Information Website and the City's website described herein. Within three days following the public meeting, the City will post a digital recording of the meeting on its website and at the primary office of the City.

Section 9. Election Supplies and Ballots. The ballots to be used at the Election shall comply in all respects with the requirements of the Act at the time of the Election, including, but not limited to, Title 20A, Chapter 6 and Section 11-14-206 of the Act, and the proposition and election instructions with respect to the Election shall be in substantially the form contained in the Election Notice set forth in Section 6 hereof.

Section 10. Appointment of Election Officer. Pursuant to Sections 20A-1-102 and 20A-5-400.5 of the Act, the City Recorder of Kaysville City will act as election officer (the "Election Officer"). Other officials of the City are hereby directed and authorized to coordinate with the Election Officer as required for the Election. The Election Officer shall be authorized and directed to give appropriate notices as required by the Act.

Section 11. Canvass. The ballots shall be counted and the results delivered to the City in accordance with the procedures of Title 20A, Chapter 4, Part 1 and Part 2, of the Act. The Council shall meet as a Board of Canvassers no sooner than seven (7) nor later than fourteen (14) days after the date of said election, currently set for Tuesday, November 17, 2020, at 7:00 p.m., at the regular meeting place of the Council in Kaysville, Utah, and if the majority of the votes cast at the Election are in favor of the proposition submitted, then the City Recorder shall cause an entry of that fact to be made upon its minutes. Thereupon the Council shall be authorized and directed to proceed with the Undertaking, including the financing associated therewith.

Section 12. Severability. It is hereby declared that all parts of this resolution are severable, and if any section, clause, or provision of this resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause, or provision shall not affect the remaining sections, clauses, or provisions of this resolution.

Section 13. Conflict. All resolutions, orders, and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation, or part thereof heretofore repealed.

Section 14. Captions. The headings herein are for convenience of reference only and in no way define, limit, or describe the scope or intent of any provisions or sections of this resolution.

Section 15. Recording of Resolution; Effective Date; Notice to Lieutenant Governor and Election Officer. Immediately after its adoption, this Resolution shall be signed by the Mayor and City Recorder, shall be recorded in a book for that purpose, and shall take immediate effect. The City Recorder shall immediately furnish a certified copy of this Resolution to the Lieutenant Governor and the Davis County Clerk/Auditor in accordance with Section 11-14-201 of the Act by no later than August 20, 2020, a date at least 75 days before the Election.

Section 16. Further Authority. The Council hereby authorizes the City Recorder to make changes to any notice or the ballot proposition described herein to complete the same, cure any ambiguity or defect therein or to make any other changes to such notice or ballot proposition as may be required or allowed by the laws of the State of Utah.

PASSED AND APPROVED this August 6, 2020.

(SEAL)

By:____________________________________
Mayor

ATTEST:

By:____________________________________
City Recorder

Pursuant to motion duly made and seconded, the meeting was adjourned.

(SEAL)

By:___________________________________
Mayor

ATTEST:

By:___________________________________
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

I, Annemarie Plaizier, hereby certify that

(a) I am the duly qualified and acting City Recorder of Kaysville City, Utah (the "City");

(b) the above and foregoing constitutes a true and correct copy of a portion of the minutes of a regular meeting of the City Council of Kaysville City, Utah, including a resolution adopted at said meeting held on August 6, 2020, as said minutes and resolution are officially of record in my possession;

(c) a certified copy of the within Resolution was filed with the Lt. Governor and the Davis County Clerk/Auditor, as Election Officer, as described herein;

(d) the Resolution, with all exhibits attached, was deposited in my office on August 6, 2020;

(e) pursuant to the Resolution, a Notice of Public Hearing will be (i) published once each week for two consecutive weeks in the Davis County Clipper, a newspaper having general circulation in the City, with the affidavit of such publication being attached upon availability, (ii) posted on the Utah Public Notice website (http://pmn.utah.gov); and (iii) posted on the Utah Legal Notices website (www.utahlegals.com); and

(f) pursuant to the Resolution, an Election Notice will be (i) published once each week for three consecutive weeks in the Davis County Clipper, a newspaper having general circulation in the City, with the affidavit of such publication being attached upon availability, (ii) posted on the Utah Legal Notices website (www.utahlegals.com) and (iii) posted on the Utah Public Notice website (http://pmn.utah.gov).

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and affixed the seal of Kaysville City, Utah, this August 6, 2020.

(SEAL)

By:______________________________
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Annemarie Plaizier, the undersigned City Recorder of Kaysville City, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the special meeting held by the City Council (the "Council") of the City on August 6, 2020, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Davis County Clipper at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2020 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (i) posted in December 2019 at the principal office of said City, (ii) provided to at least one newspaper of general circulation within the City in December 2019 and (iii) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of Kaysville City this August 6, 2020.

(SEAL)

By:____________________________________
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

PROOF OF PUBLICATION OF NOTICE OF PUBLIC HEARING

Attached to this page is the Proof of Publication, indicating by the affidavit of the publisher that the Notice of Public Hearing which was contained in the Resolution adopted by the Council on August 6, 2020, was published once a week for two (2) weeks in the Davis County Clipper.

PROOF OF PUBLICATION OF ELECTION NOTICE

Attached to this page is the Proof of Publication, indicating by the affidavit of the publisher that the Election Notice which was contained in the Resolution adopted by the Council on August 6, 2020, was published once a week for three (3) consecutive weeks in the Davis County Clipper.

STAFF REPORT

MEETING DATE: August 6, 2020

TYPE OF ITEM: Action Item

SUBJECT/AGENDA TITLE:

Consideration for approval of an Interlocal Agreement with Davis County for municipal election services.

EXECUTIVE SUMMARY:

The County has the equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist our City in holding a 2020 bond election being held with the Regular General Election on November 3rd in Davis County. The City has contracted with the County to assist with elections since 2016.

We ask the Council to consider working with the County again. It benefits the City to have their support and guidance during this bond election process.

In speaking with the Davis County Elections office, the following is an estimate of what it will cost the city:

Election Programming	$50.00
Audio Programming	$25.00
Canvass Preparation	$50.00
Test Deck	$50.00
Ballot Setup Fee	$1.00
Total	$176.00

In the case of a vote recount, election system audit, or other unforeseen circumstance, the costs could increase.

The number of active Kaysville voters as of July 31, 2020 is 18,900.

COUNCIL OPTIONS: Approve or Deny Interlocal Agreement.

RECOMMENDED OPTIONS: Approve this Agreement as written.

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION: $176 as outlined above (estimate). In the case of a vote recount, election system audit, or other unforeseen circumstance, this estimate could possibly be more.

ATTACHMENTS: Interlocal Agreement

INTERLOCAL COOPERATION AGREEMENT BETWEEN

KAYSVILLE CITY

-AND-

DAVIS COUNTY on behalf of the COUNTY CLERK ELECTION'SDIVISION

THIS AGREEMENT is made and entered into the 6th day of August, 2020, by and between KAYSVILLE CITY ("City"), and DAVIS COUNTY, a political subdivision of the State of Utah ("County"), on behalf of the Davis County Clerk's Office, Elections Division.

WITNESSETH:

WHEREAS, the County is required under Utah law to provide the services of its Clerk's office, Elections Division, to the City for the purpose of assisting the City in conducting the City's 2020 special bond election for the Kaysville municipal fiber project with the Regular General Election within Davis County; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on February 1, 2021. The term of this Agreement may be extended by mutual agreement in writing signed by all parties. Either party may cancel this Agreement upon thirty days written notice to the other party. Upon such cancellation, each party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Davis County Clerk's Office, Elections Division shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit "A" Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit "A" and as needed to ensure the conduct of the City's 2020 special bond election within Davis County.

3. **Legal Requirements.** The County and the City understand and agree that the 2020 special bond election is the City's election. The City shall be responsible for compliance with all legal requirements for this election and shall direct the manner in which the election is conducted including, but not limited to, the drafting of the specific ballot language. The County agrees to work with the City in complying with all legal requirements for the conduct of this election and to conduct the election pursuant to the direction of the City. County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues associated with the conduct of the City's 2020 special bond election and that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the estimate given to the City by the County, attached hereto and incorporated herein as Exhibit "B". The County shall provide a written invoice to the

City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty days of receiving it. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the Regular General Election. In the case of a vote recount, election system audit, election contest, or similar event arising out of or resulting from the City's 2020 special bond election, the City shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City under this Agreement to exceed the estimate given to the City by the County.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Annotated §63G-7-101. ("Act"). The parties agree that they shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

6. **Indemnification.** To the extent permitted by law, the City agrees to indemnify and hold County harmless, including providing legal defense costs on behalf of the County, as a result of any legal or administrative claim, action or proceeding brought against the County by any person or entity claiming that the County violated any state or federal law by providing election services under this Agreement.

7. **Election Records.** The County and City acknowledge and agree that this special bond election of City's is the City's election and the County is only administering this election on behalf of City. County shall maintain the records it creates in conducting this election and the City shall maintain all records it creates regarding its special bond election. Each party shall keep control over its records created pursuant to this Agreement and to the election relevant to this Agreement. Further, each party shall respond to a public record request related to this Agreement and the underlying special bond election regarding the records in its possession and control. Additionally, each party shall retain its election records consistent with the Government Records Access and Management Act, Utah Code Annotated §63G-2-101, the Utah Election Code, Title 20A, and all other relevant local, state and federal laws.

8. **Service Cancellation.** If the Agreement is cancelled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

9. **Legal Compliance.** The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

10. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended ("Interlocal Act"), in connection with this Agreement, the City and the County (for purposes of this section, each a "party" and collectively the "parties") agree as follows:

(a) This Agreement shall be approved by each party, pursuant to Utah Code Annotated §11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section §11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each party, pursuant to §11-13-209 of the Interlocal Act;

(d) Each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder, or the Election Officer of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

11. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

13. **Integration.** This Agreement embodies the entire agreement between the parties and shall not be altered except in writing signed by both parties.

IN WITNESS WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

KAYSVILLE CITY

By_____________________________________
Mayor Katie Witt

[SEAL]

Attest:

____
Annemarie Plaizier, City Recorder

Approved as to form and compliance with applicable law:

____
Nic Mills, City Attorney
Date:______________________

DAVIS COUNTY

By:___________________________________

Randy E. Elliot, Chair
Board of Davis County Commissioners
Date:__________________

ATTEST:

By: ________________________________

Curtis Koch
Davis County Clerk/Auditor

Exhibit "A"
2020 Kaysville City
Special Bond Election
Scope of Work

The County shall provide to the City with an Official Register as required by Utah Code Annotated §20A-5-401, U.C.A. (as amended).

The City shall perform all administrative functions related to the 2020 special bond election, including approving a resolution, providing notice and all other requirements of Utah Code Annotated §11-14-201 et seq. (as amended).

Services the County will perform for the City for the 2020 special bond election include, but are not limited to:

- Ballot layout and design
- Ballot ordering and printing
- Machine programming and testing
- Polling place and poll worker selection and assignment
- Delivery of supplies and equipment
- Provision of all supplies
- Absentee Ballot administration
- Early Voting administration
- Updating state and county websites
- Tabulating, reporting and canvassing election results
- Conducting recounts as needed
- All notices and mailings required by law (except those required by Utah Code Annotated §11-14-202)
- Direct payment of all costs associated with the election to include poll workers, polling places, rovers.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit "B"), of the City's special bond election costs based upon the number of voters for the City.

Exhibit "B"
2020 Special Bond Election Estimate
Kaysville City

Below is the good faith estimate for the upcoming **2020 Special Bond Election** for Kaysville City. The city will only be billed for actual costs.

In the case of a vote recount, election system audit, or other unforeseen circumstance, the costs could increase. Fees for conducting an election will not exceed the actual costs incurred by the provider election officer.

Assumptions for providing this estimate consist of the following:

A. Active voters (as of 7/31/2020): 18,900

Davis Co. Clerk/Auditors Office.

STAFF REPORT

COUNCIL MEETING DATE: August 6, 2020

TYPE OF ITEM: Action

SUBJECT/AGENDA TITLE: Consideration for adoption of a Resolution amending the Kaysville City Consolidated Fee Schedule related to the fees for a proposed fiber residential rate.

EXECUTIVE SUMMARY:

Resolution establishing initial residential rates for Kaysville Fiber.

Council Options: 1) Approve the residential fiber rates. 2) Approve the residential fiber rates with any modifications that the Council deems appropriate; 3) Decline to approve the residential fiber rates and remand to staff with further direction.

Recommended Action: Approve the residential fiber rates as presented

Fiscal Impact & Fund Source for Recommended Action: None.

Attachments: Kaysville Fiber Rate Resolution

RESOLUTION NO ___

A RESOLUTION AMENDING THE KAYSVILLE CITY CONSOLIDATED FEE SCHEDULE RELATED TO THE FEES FOR A PROPOSED MUNICIPAL FIBER UTILITY

WHEREAS Kaysville City is considering the construction and operation of a municipal fiber utility as an enterprise fund of the City; and

WHEREAS the creation of the municipal fiber utility and project is subject to a special election to be held on November 3, 2020 to the qualified electors of Kaysville City; and

WHEREAS the Kaysville City Council has found it advisable to establish a proposed rate structure for the collection of associated fees related to the fiber utility.

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

1. The attached Exhibit represents the fees for a residential customer connected to the Kaysville City Municipal Fiber Utility. The Fiber Fee is the fee paid to Kaysville City for the City Infrastructure costs and the Internet Service Provider Fee (ISP) is the fee paid to the selected service provider at time of service.

2. Fees are assessed as service becomes available to the property.

3. The effective date of this Resolution is August 6, 2020.

APPROVED and ADOPTED this ____ day of ________ , 2020.

____
Katie Witt
Mayor

ATTEST:

____

Annemarie Plaizier
City Recorder

New Kaysville Fiber - Rate Summary for City Council

Residential Service Level	Fiber Fee	ISP Fee	Total Monthly Cost	Commercial Service Level
No ISP Service*	$ 25.00	$ -	$ 25.00	
25/3 Mbps **	$ 25.00	$ 14.95	$ 39.95	
50/10 Mbps	$ 25.00	$ 24.95	$ 49.95	
250Mpbs Symmetrical	$ 25.00	$ 37.95	$ 62.95	Details to be published when available
Gigabit Symmetrical	$ 25.00	$ 44.95	$ 69.95	
10 Gbps Symmetrical	$ 25.00	$ 214.95	$ 239.95	

No connection fee or upfront costs.
Includes fiber modem.
No other fees or taxes. Fiber fee included @ $25/month
WiFi router is optional/extra cost or use own WiFi router
Priorities - pay off bond first, then look to reduce rates

ISP - Connext. Other ISPs to be announced
* - Requests home connection but doesn't use Internet service
** - *HEAT qualified residents receive a discount on this service*

Prepaid Infrastructure Option (lower monthly fee in exchange for an upfront payment)

Upfront Infrastructure Payment $ 2,700.00

	Fiber Fee	ISP Fee	Adjusted Monthly Cost ##
25/3 Mbps	$ 3.00	$ 21.95	$24.95
50/10 Mbps	$ 3.00	$ 26.95	$29.95
250Mpbs Symmetrical	$ 3.00	$ 37.95	$40.95
Gigabit Symmetrical	$ 3.00	$ 44.95	$47.95
10Gbps Symmetrical	$ 3.00	$ 214.95	$217.95

- also represents the anticipated monthly cost after bond is paid off

CITY COUNCIL STAFF REPORT

COUNCIL MEETING DATE: August 6, 2020

TYPE OF ITEM: Action

PRESENTED BY: Josh Belnap

SUBJECT/AGENDA TITLE: Updated Traffic Calming Policy

EXECUTIVE SUMMARY:

In 2015, the City Council adopted a traffic calming Policy to help provide a clearer and uniform mechanism to analyze and log complaints and concerns about traffic speeds and volumes. After administering the policy for the last 5 years, Public Works and the Police Traffic Division have identified opportunities to strengthen, clarify and simplify the policy and its processes.

The draft revision is the result of several work sessions with the police department and public works, professional conferences and coordination with elected officials.

Council Options: Approve/Recommend Changes

Recommended Options: Approve

Fiscal Impact & Fund Source for Recommended Action: NA

Attachments: Traffic Calming Policy revision draft

Kaysville City
Traffic Calming Procedures

In order to help dynamically evaluate the safety of persons and property within Kaysville City in regards to ever changing traffic patterns, volumes and speeds, the following procedures will be followed for complaints or concerns regarding these matters:

Sec. 1 Complaints and concerns shall be fielded and directed to the Traffic Division of the Kaysville City Police Department to initiate the application and review process as detailed in this document and in the "Resident Application" (See Appendix A). Following submittal of the application and its review with the applicable City departments and other parties, the Traffic Division will then, at their discretion, determine any necessary next steps, as detailed in sections 2 and 3.

Sec. 2 For applications regarding traffic speed concerns, the following process shall be followed:

1. An adult resident of the street to be considered must submit an application to the Traffic Division of the Police Department. The application includes: name and contact information of the applicant, a description of the observed hazard or concern they wish to be further evaluated, and the signatures of 4 other adult neighborhood residents. The signatures must be from residents of separate houses who live on the street to be considered.

   As part of the application process, the applicant must perform a one hour traffic count on the street to be evaluated during what the residents perceive to be the busiest hour of the day (typically sometime between 7:00 AM and 9:00 AM or 4:00 PM and 6:00 PM), and submit those results with the application.
   ~~In order for the application to be accepted, the total peak hour traffic volume must be between 80 and 250 vehicles. The Resident Application in Appendix A has a table to tally the count.~~
2. Upon receipt of a valid application, the Traffic Division will review the application with the applicable City departments and other parties and then conduct ~~verify~~at least a 48-hour speed study.

3. If the speed study indicates that the 85th percentile speed over 7 mph above the posted speed, or the speed indicated on the chart below (whichever is higher), then, at the discretion of the Traffic Division, additional steps may be taken as outlined below.

Street Classification	Speed mph
Minor	25
Significant Local	30

Collector 35

Minor Arterial~~Collector~~ 40

a. The Traffic Division may ~~will~~ increase monitoring or enforcement.

b. An engineering study of the location may be conducted to determine if raising the posted speed limit, or the installation of a traffic calming measure, or some other change is warranted.

c. Additional signage or pavement markings may be placed in the area.

Sec. 3 For applications regarding traffic volume concerns, the following process shall be followed:

1. An adult resident of the street to be considered must submit an application to the Traffic Division. The application includes: name and contact information of the applicant, a description of the observed hazard or concern they wish to be further evaluated, and the signatures of 4 other adult neighborhood residents. The signatures must be from residents of separate houses who live on the street to be considered.

   As part of the application process, the applicant must perform a one hour traffic count on the street to be evaluated during what the residents perceive to be the busiest hour of the day (typically sometime between 7:00 AM and 9:00 AM or 4:00 PM and 6:00 PM) and submit those results with the application. ~~In order for the application to be accepted, the total peak hour traffic volume must be between 80 and 250 vehicles. The Resident Application in Appendix A has a table to tally the count.~~

~~1.~~2. Upon receipt of a valid application, the Traffic Division will review the application with the applicable City departments and other parties and then conduct ~~verify~~at least a 48-hour traffic count.

~~2.~~3. "Cut through" traffic is defined as traffic that is, for whatever reason, attempting to bypass more significant streets by turning off onto smaller streets. If the average daily volume of traffic exceeds 2,000 vehicles per day for a minor street or 6,000 vehicles per day for a significant local street, with 20% or more of that volume appearing to be attributed to "cut through" traffic, and that "cut through" traffic appears to have another more viable route, then, at the discretion of the Traffic Division, additional steps may be taken as outlined below:

   a. The condition of adjacent major streets may be reviewed to help identify potential minor issues that may be discouraging traffic from utilizing those routes. If feasible corrective actions to the major streets are identified, and

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Commented [AT1]: I think these numbers are close but are still open for discussion.

Formatted: Numbered + Level: 2 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Indent at: 1.75" there appear to be no unusual or extenuating circumstances, those changes will be made and a new 48-hour traffic count will be conducted.

~~a.~~b. An engineering study of the location may be conducted to determine if altering the posted speed limit, or the installation of a traffic calming measure, or some other change is warranted.

Sec. 4 It should be noted that meeting these recommended guidelines does not mean that traffic calming will or should be implemented. Other factors (e.g. pedestrian facilities, current roadway geometry and the availability of alternative routes) will also be considered by the city to verify that the conditions are appropriate for traffic calming measures.

If the Traffic Division receives a request for evaluating a location that has been evaluated in the previous 12 months, they shall determine if an additional review is warranted.

Implementation of any measure must be funded and not pose a risk to the general public or to emergency responders. Generally, the effectiveness of a traffic calming measure is somewhat proportional to the cost and its impact to normal compliant traffic. Traffic calming measures will be subject to the recommendation of the City Engineer, Public Works, the Police Department, the Fire Department and any other applicable parties or departments. Implementation of a recommended measure shall also be subject to approval from the City Council.

If it is determined that, as a result of the above described process, traffic calming measure(s) are appropriate, a recommendation will be presented to the City Council for approval. The City Council will have discretion to take into consideration any extenuating circumstances or other pertinent information and either approve the recommendation, deny the recommendation or suggest an alternative measure. The City Council will have final approval on any traffic calming measures implemented as a result of a resident(s) submitting a *Request for Traffic Calming* application.

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Appendix A

Resident Application

Request for Traffic Calming

Date: ______________________ Resident Name (Please Print): ______________________

Phone Number: ______________________ Alternative Phone Number: ______________________

Email Address: ____

Address: ____

Location of Concern: ____

____

Description of Concern: ____

____

____

Additional Signatures

#	Signature	Printed Name	House Number	Email
1.				
2.				
3.				
4.				

One Hour Traffic Count

Please perform count during the perceived busiest hour of the day. For your convenience please use the provided tally boxes below. Each box represents a 5 minute period.

Count period: From ____ : ______ To ____ : ______ Date ______________________

Start Minute	**Number of Vehicles**	**Start Minute**	**Number of Vehicles**
0		30	
5		35	
10		40	
15		45	
20		50	
25		55	
30-Min Total		**60-Min Total**	

CITY COUNCIL STAFF REPORT

COUNCIL MEETING DATE: August 6, 2020

TYPE OF ITEM: Action

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Commitment to Contribute to Storm Water Retention Facility.

EXECUTIVE SUMMARY:

Kaysville City requires that development and new construction manage storm water runoff to effectively convey water into a storm drain facility at a rate that mimics natural runoff from the property. This means managing additional flow and capacity caused by new impervious surface from new improvements. In the event of the property south of Boondocks between Deseret Drive and I-15 the property has been receiving for more than most. A large portion of the city's storm water system comes under I-15 and the railroad in the middle of this property through a pipe then is dumped currently into an open ditch. Because the property is vacant it has been able to collect and in short flood the property to some degree before going back into the piped system at the south end of the property.

It is the opinion of staff that the city has some responsibility for managing this additional water and this is the message that has been conveyed to parties considering development of this property for several years. With development now starting to occur, a facility has been designed. Staff has reviewed the proposed costs for that facility and is proposing participation bay way of cash as reimbursement for those items which pertain to regional storm water retention.

Staff is seeking approval from the council to pursue completion of a formal agreement with the developer and contractor committing to a reimbursement not to exceed $63,575.00 to be paid after completion and inspection of the facility as designed.

Council Options: Approve / Disapprove

Recommended Options: Approve

Fiscal impact & Fund Source for Recommended Action: Storm Water Enterprise Fund - $63,575.00

Attachments: Construction Bid, Letter of Commitment and Plans.

KAYSVILLE CITY CORPORATION
23 East Center Street
Kaysville, Utah 84037

July 31, 2020

Privet Barrow, LLC
1170 Goldspur Lane
Fruit Heights, Utah 84037

Re: Storm Drain Improvement Contribution

Dear Ladies and Gentlemen:

As of the date of this letter, Kaysville City has approved the construction drawings for the "Deseret Drive Offsite Storm Drain" improvements, dated April 13, 2020 prepared by McFarland Engineering, and attached hereto as Exhibit A (the "Storm Drain Improvements"). Kaysville City has determined the Storm Drain Improvements contribute to the City's overall capacity and ability to accept and manage storm drain within various parts of the City. Accordingly, Kaysville City hereby agrees to contribute $63,575.00 toward the Storm Drain Improvements (the "City's Contribution"). Kaysville City will pay the City's Contribution directly to Keith Kap & Sons Excavating, P.O. Box 9309, Ogden, Utah 84409 within thirty (30) days of Kaysville City's inspection and acceptance of completion of the Storm Drain Improvements.

Very truly yours,

By:________________________________

Name:______________________________

Title:_______________________________

EXHIBIT "A"

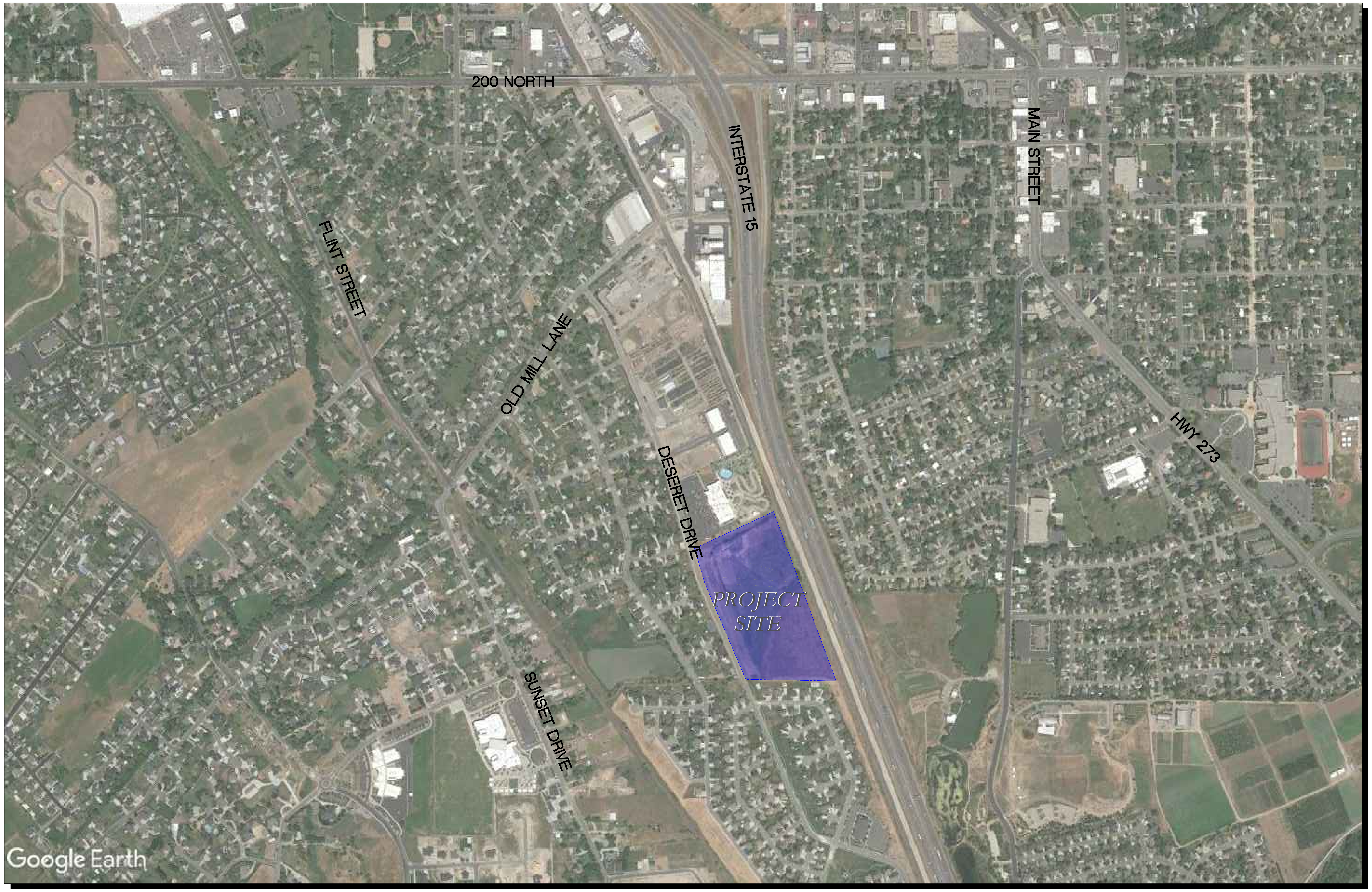
STORM DRAIN IMPROVEMENTS

[Attached following this page.]

DESERET DRIVE OFFSITE STORM DRAIN

LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH

APRIL 13, 2020



VICINITY MAP
SCALE: NTS

DEVELOPER:
THE HOLLAND GROUP
1082 WEST DUTCH LANE
KAYSVILLE, UTAH 84014
PHIL HOLLAND
801-668-1565

ENGINEERING:
MEA
MCFARLAND ENGINEERING & ASSOCIATES, INC

MCFARLAND ENGINEERING
860 EAST 350 SOUTH
KAYSVILLE, UTAH 84037
SCOTT MCFARLAND, PE
801-726-6797

REGISTERED PROFESSIONAL ENGINEER
SCOTT P. MCFARLAND
No.504870
STATE OF UTAH

DRAWING INDEX

DRAWING TITLE	SHEET NO.	REV
COVER SHEET	C1	
GENERAL NOTES	GN1	
OVERALL GRADING AND UTILITY PLAN	GD1	
PLAN AND PROFILE KEY SHEET	PPK	
PLAN AND PROFILES	PP1-PP3	

L:\MEA\1717 - Deseret Drive\00-Cadd\00-Base\Deseret Drive Subdivision Sheet Set.dwg Apr 13, 2020 - 5:25pm

THE CONTRACTOR SHALL CAREFULLY READ AND COMPLY WITH ALL OF THE FOLLOWING NOTES AND SPECIFICATIONS, THE CONTRACTOR SHALL BE SATISFIED AS TO THE TRUE MEANING AND INTENTION AND SHALL BE RESPONSIBLE FOR COMPLYING WITH EACH.

GENERAL NOTES:

1) ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE FOLLOWING: CURRENT KAYSVILLE CITY STANDARDS AND SPECIFICATIONS, AND THE KAYSVILLE CITY COMPREHENSIVE PLAN, WHERE APPLICABLE.

2) PRIOR TO ANY WORK BEING PERFORMED, THE CONTRACTOR SHALL CONTACT THE KAYSVILLE CITY FOR A PRE-CONSTRUCTION CONFERENCE AS DIRECTED BY THE OWNER. CONTRACTOR SHALL ALSO NOTIFY THE BELOW LISTED PROJECT CONTACTS (48) HOURS IN ADVANCE OF SAID MEETING:

A. REGULATORY AGENCY:	KAYSVILLE CITY 23 EAST CENTER STREET KAYSVILLE, UT 84037 (801) 544-1363 CONTACT: ANDY THOMPSON
B. DEVELOPER:	THE HOLLAND GROUP (801) 668-1565 CONTACT: PHIL HOLLAND
C. ENGINEER:	MCFARLAND ENGINEERING 860 EAST 350 SOUTH KAYSVILLE, UT 84037 TEL: (801) 726-6797 CONTACT: SCOTT MCFARLAND, P.E. spmcf@yahoo.com
D. SEWER DISTRICT:	CENTRAL DAVIS SEWER DISTRICT 2200 SOUTH SUNSET DRIVE KAYSVILLE, UT 84037 (801) 451-2190 CONTACT: JILL JONES
E. POWER COMPANY:	KAYSVILLE CITY MOUNTAIN POWER CUSTOMER SERVICE LINE: (801) 546-1235
F. TELEPHONE COMPANY:	CENTURYLINK CUSTOMER SERVICE LINE: (800) 603-6000

3) IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.

4) WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.

5) THE CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR, IT SHALL BE EXPECTED THAT PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES, WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.

6) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND LICENSES REQUIRED FOR THE CONSTRUCTION AND COMPLETION OF THE PROJECT, AND SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF ALL PERMITS AND APPROVALS APPLICABLE TO THIS PROJECT. THE CONTRACTOR SHALL ENSURE THAT THE NECESSARY RIGHT-OF-WAYS, EASEMENTS, AND/OR PERMITS ARE SECURED PRIOR TO CONSTRUCTION.

7) CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT WHERE APPLICABLE FOR ANY WORK DONE WITHIN RIGHT-OF-WAYS OR EASEMENTS FROM THE KAYSVILLE CITY, DAVIS COUNTY, AND/OR IDOT. CONTRACTOR SHALL NOTIFY COUNTY, AND/OR STATE, 24 HOURS IN ADVANCE OF COMMENCING THE WORK, OR AS REQUIRED BY SAID PERMITS.

8) THE CONTRACTOR SHALL, AT THE TIME OF BIDDING, AND, THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS.

9) OWNER SHALL FILE NOTICE OF INTENT WITH THE STATE OF UTAH DIVISION OF WATER QUALITY AND ALSO OBTAIN A FUGITIVE DUST CONTROL PERMIT AS REQUIRED.

10) CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY THEMSELVES BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS THEY MAY PREFER, OF THE LOCATION OF THE PROPOSED WORK, AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK.

IF, DURING THE COURSE OF THEIR EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO THEM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, THEY SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING THEIR BID.

SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, THEY HAVE RELIED AND ARE RELYING ON THEIR OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON THEIR OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT.

THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT THEY HAVE NOT RELIED SOLELY UPON OWNER OR ENGINEER FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING THEIR BID.

11) THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY, AS REQUIRED BY THE KAYSVILLE CITY.

12) THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTORS USE DURING CONSTRUCTION.

13) THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER, ENGINEER, AND/OR THE KAYSVILLE CITY.

14) THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.

15) THE CONTRACTOR AGREES THAT:

A. THEY SHALL BE RESPONSIBLE TO CLEAN THE JOB SITE AT THE END OF EACH PHASE OF WORK.

B. THEY SHALL BE RESPONSIBLE TO REMOVE AND DISPOSE OF ALL TRASH, SCRAP AND UNUSED MATERIAL AT THEIR OWN EXPENSE IN A TIMELY MANNER.

C. THEY SHALL BE RESPONSIBLE TO MAINTAIN THE SITE IN A NEAT, SAFE AND ORDERLY MANNER AT ALL TIMES.

D. THEY SHALL BE RESPONSIBLE TO KEEP MATERIALS, EQUIPMENT, AND TRASH OUT OF THE WAY OF OTHER CONTRACTORS SO AS NOT TO DELAY THE JOB. FAILURE TO DO SO WILL RESULT IN A DEDUCTION FOR THE COST OF CLEAN UP FROM THE FINAL PAYMENT.

E. THEY SHALL BE RESPONSIBLE FOR THEIR OWN SAFETY, TRAFFIC CONTROL, PERMITS, RETESTING AND RE-INSPECTIONS AT THEIR OWN EXPENSE.

16) THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

17) DUST CONTROL SHALL BE PROVIDED AT ALL TIMES, AT THE CONTRACTOR'S EXPENSE, TO MINIMIZE ANY DUST NUISANCE AND SHALL BE IN ACCORDANCE WITH THE KAYSVILLE CITY.

18) FOR ALL WORK WITHIN PUBLIC RIGHT-OF-WAYS OR EASEMENTS, THE CONTRACTOR SHALL PRESERVE THE INTEGRITY AND LOCATION OF ANY AND ALL PUBLIC UTILITIES AND PROVIDE THE NECESSARY CONSTRUCTION TRAFFIC CONTROL. CONTRACTOR SHALL, THROUGH THE ENCROACHMENT PERMIT PROCESS, VERIFY WITH THE NECESSARY REGULATORY AGENCIES, THE NEED FOR ANY TRAFFIC ROUTING PLAN. IF PLAN IS REQUIRED, CONTRACTOR SHALL PROVIDE PLAN AND RECEIVE PROPER APPROVALS PRIOR TO BEGINNING CONSTRUCTION.

19) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR RE- INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.

20) IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT OF EXISTING IMPROVEMENTS. THERE WILL BE NO EXTRA COST DUE THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.

21) WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE, AFTER PROPER BACKFILLING AND/OR CONSTRUCTION, WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.

22) THE CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR.

PRIOR TO COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER, ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.

23) WORK IN EASEMENT AND/OR RIGHT-OF-WAY IS SUBJECT TO THE APPROVAL AND ACCEPTANCE OF THE REGULATORY AGENCY RESPONSIBLE FOR OPERATION AND/OR MAINTENANCE OF SAID EASEMENT AND/OR RIGHT-OF-WAY.

CLEARING AND GRADING NOTES:

1) CONTRACTOR SHALL PERFORM EARTHWORK IN ACCORDANCE WITH THE KAYSVILLE CITY STANDARD SPECIFICATIONS AND DIVISION 2 OF THE AMERICAN PUBLIC WORKS ASSOCIATION STANDARD SPECIFICATIONS.

2) IF THE PROJECT REQUIRES ANY IMPORT OR EXPORT TO ACHIEVE A BALANCED SITE, A SEPARATE UNIT PRICE PER CUBIC YARD SHALL BE INCLUDED IN THE BID FOR SAID IMPORT OR EXPORT. ANY EXPORT MATERIAL SHALL BE STOCKPILED OR REMOVED FROM THE PROJECT SITE AS DIRECTED BY THE OWNER AND/OR ENGINEER.

UNDERGROUND UTILITIES:

1) THE INFORMATION SHOWN ON THE PLANS WITH REGARD TO THE EXISTING UTILITIES AND/OR IMPROVEMENTS, WAS DERIVED FROM FIELD INVESTIGATIONS AND/OR RECORD INFORMATION. THE ENGINEER DOES NOT GUARANTEE THESE LOCATIONS TO BE EITHER TRUE OR EXACT. PRIOR TO CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY ALL EXISTING IMPROVEMENTS AND TO EXPOSE ALL EXISTING UNDERGROUND UTILITIES RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO, SEWER, STORM DRAIN, WATER, IRRIGATION, GAS, ELECTRICAL, ETC. AND SHALL NOTIFY THE ENGINEER IN WRITING FORTY-EIGHT (48) HOURS IN ADVANCE OF EXPOSING THE UTILITIES, SO THAT THE EXACT LOCATION AND ELEVATION CAN BE VERIFIED AND DOCUMENTED. THE COST ASSOCIATED TO PERFORM THIS WORK SHALL BE INCLUDED IN EITHER THE LUMP SUM CLEARING COST OR IN THE VARIOUS ITEMS OF WORK. IF LOCATION AND/OR ELEVATION DIFFERS FROM THAT SHOWN ON THE DESIGN PLANS, PROVISIONS TO ACCOMMODATE NEW LOCATION/ELEVATION MUST BE MADE PRIOR TO CONSTRUCTION.

2) PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES OF UTAH BY DIALING 811 OR 1-800-662-4111 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTORS SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES CALL. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.

3) THE CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4' OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH INDUSTRIAL COMMISSION OF UTAH SAFETY ORDERS FOR EXCAVATIONS AND TRENCHES, AND ALONG WITH ANY LOCAL CODES OR ORDINANCES.

4) PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS; I.E. SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATION OF SUCH AN INSTALLATION, THE EXACT LOCATION SHALL BE DETERMINED BY CAREFUL PROBING OR HAND DIGGING; AND, WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.

THE CONTRACTOR WILL VERIFY DEPTHS OF ALL UTILITIES IN THE FIELD BY POT HOLING A MINIMUM OF 300 FEET AHEAD OF PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. IF A CONFLICT ARISES RESULTING FROM THE CONTRACTOR NEGLECTING TO POT HOLE UTILITIES THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER.

5) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL PIPE OF ADEQUATE CLASSIFICATION WITH SUFFICIENT BEDDING TO MEET ALL REQUIREMENTS AND RECOMMENDATIONS OF THE KAYSVILLE CITY FOR H-20 LOAD REQUIREMENTS.

6) SANITARY SEWER SYSTEM CONSTRUCTION TO BE INSTALLED PER THE REQUIREMENTS OF SOUTH VALLEY SEWER DISTRICT.
A. CONTRACTOR TO VERIFY ALL PIPE LENGTHS. PIPE LENGTHS SHOWN ARE MEASURED FROM CENTER OF MH TO CENTER OF MH. NO ADJUSTMENT WAS MADE FOR SLOPE.

7) CULINARY WATER CONSTRUCTION TO BE INSTALLED PER THE REQUIREMENTS OF KAYSVILLE CITY MUNICIPAL WATER.
A. ALL WATER SERVICE LINES SHALL BE CONSTRUCTED ACCORDING TO THE KAYSVILLE CITY MUNICIPAL WATER STANDARDS.
B. ALL WATERLINE BENDS, ELBOWS, TEES, AND CROSSES SHALL HAVE THRUST BLOCKS PLACED ACCORDING TO KAYSVILLE CITY MUNICIPAL WATER STANDARDS.
C. ALL WATERLINE LOOPS SHALL BE CONSTRUCTED ACCORDING TO KAYSVILLE CITY MUNICIPAL WATER STANDARDS.
D. ALL WATER LINES 12 INCHES AND SMALLER REQUIRE GATE VALVES. WATER LINES LARGER THAN 12 INCHES REQUIRE BUTTERFLY VALVES.

8) SECONDARY WATER WILL BE INSTALLED PER DAVIS & WEBER COUNTIES CANAL COMPANY STANDARDS AND SPECIFICATIONS.

9) THE CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING AT LEAST 48 HOURS PRIOR TO BACKFILLING OF ANY PIPE WHICH STUBS TO A FUTURE PHASE OF CONSTRUCTION FOR INVERT VERIFICATION. TOLERANCE SHALL BE IN ACCORDANCE WITH THE REGULATORY AGENCY STANDARD SPECIFICATIONS.

10) ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.

11) THE CONTRACTOR IS RESPONSIBLE FOR ALL STREET LIGHT TRENCHING.

SURFACE IMPROVEMENTS:

1) ALL MANHOLE RIMS, LAMPHOLES, VALVES AND MONUMENT BOXES, ETC. SHALL BE ADJUSTED TO FINISHED GRADE & COLLARED AFTER STREET PAVING, UNLESS OTHERWISE NOTED. COST FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICES FOR SAID FACILITIES.

2) PAYMENT FOR PAVEMENT WILL BE MADE ONLY FOR AREAS SHOWN ON PLANS. REPLACEMENT OF PAVEMENT WHICH IS BROKEN OR CUT DURING THE INSTALLATION OF THE WORK COVERED BY THESE SPECIFICATIONS, AND WHICH LIES OUTSIDE OF SAID AREAS, SHALL BE INCLUDED IN THE CONTRACTOR'S UNIT PRICE FOR PAVEMENT, AND NO ADDITIONAL PAYMENT SHALL BE MADE FOR SUCH WORK.

3) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO TIE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.

4) STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE KAYSVILLE CITY STANDARDS.

ROADWAY MATERIALS:

ROADWAY MATERIALS SPECIFICATIONS AND CONSTRUCTION REQUIREMENTS SHALL BE AS OUTLINED BY KAYSVILLE CITY AND THESE PLANS. A GEOTECHNICAL INVESTIGATION WAS PERFORMED ON THIS PROPERTY BY OTHERS.

PROJECT BENCHMARK

FOUND DAVIS COUNTY SURVEYOR BRASS CAP MONUMENT
WEST QUARTER CORNER, SECTION 3 TOWNSHIP NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
BENCHMARK=4268.80

NO.	DATE	REVISION

DRAWING IS NOT TO SCALE IF BAR DOES NOT MEASURE 1 INCH
0 1/2 1

DESERET SUB. OFFSITE STORM DRAINAGE

GENERAL NOTES

KAYSVILLE CITY, DAVIS COUNTY, UTAH

Scott P. McFarland, PE
Project Manager
347 East 1375 South
Kaysville, Utah 84037
801.726.6797 (M)
spmcf@yahoo.com

MEA
MCFARLAND ENGINEERING & ASSOCIATES, INC

REGISTERED PROFESSIONAL ENGINEER
SCOTT P. MCFARLAND
5504870
STATE OF UTAH
NOT APPROVED FOR CONSTRUCTION

DESIGN:	SPM
DRAWN:	SPM
CHECKED:	SPM
DATE:	4-13-20

SHEET:

GN1

LEGEND

- OVERALL PROPERTY BOUNDARY
- CENTERLINE
- 8" PVC C900 DR-14 WATER LINE
- EXISTING 8" WATER LINE
- SS — 8" PVC SDR 35 SEWER LINE
- EXISTING 8"-24" SEWER LINE
- SW — 8" SW C900 DR-14 LINE
- SW — EXISTING 8" SW C900 DR-14 LINE
- SD — 15" RCP CLASS III STORM DRAIN LINE
- EXISTING 15" STORM DRAIN LINE
- 4' or 5' Ø MANHOLE
- CITY STANDARD FIRE HYDRANT
- 8" WATER/SECONDARY WATER VALVE
- INLET BASIN

GRADING QUANTITIES

POND GRADING
CUT 3,850 CY
FILL 850 CY
NET 3,000 CY CUT

STORM DRAIN ALIGNMENT/FUTURE ROAD
CUT 2,700 CY
FILL 350 CY
NET 2,350 CY CUT

SEWER NOTES:

1. ALL CONSTRUCTION SHALL COMPLY WITH CENTRAL DAVIS SEWER DISTRICT DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS.
2. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING OR CONSTRUCTING ANY NEW SEWER LINES.
3. FIVE FEET OF COVER IS REQUIRED OVER ALL SEWER LINES.
4. CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATION TO PROVIDE ADEQUATE FALL INTO SEWER LATERAL. SHALLOW SEWER DEPTHS EXIST.

LANDSCAPING NOTE:

THE DETENTION BASIN AND ANY OTHER LANDSCAPE BUFFERS, COMMON SPACE AND/OR OTHER AMENITIES SHALL BE MAINTAINED BY THE HOME OWNER ASSOCIATION.

PIPES AND STRUCTURES MAINTAINED BY THE CITY.

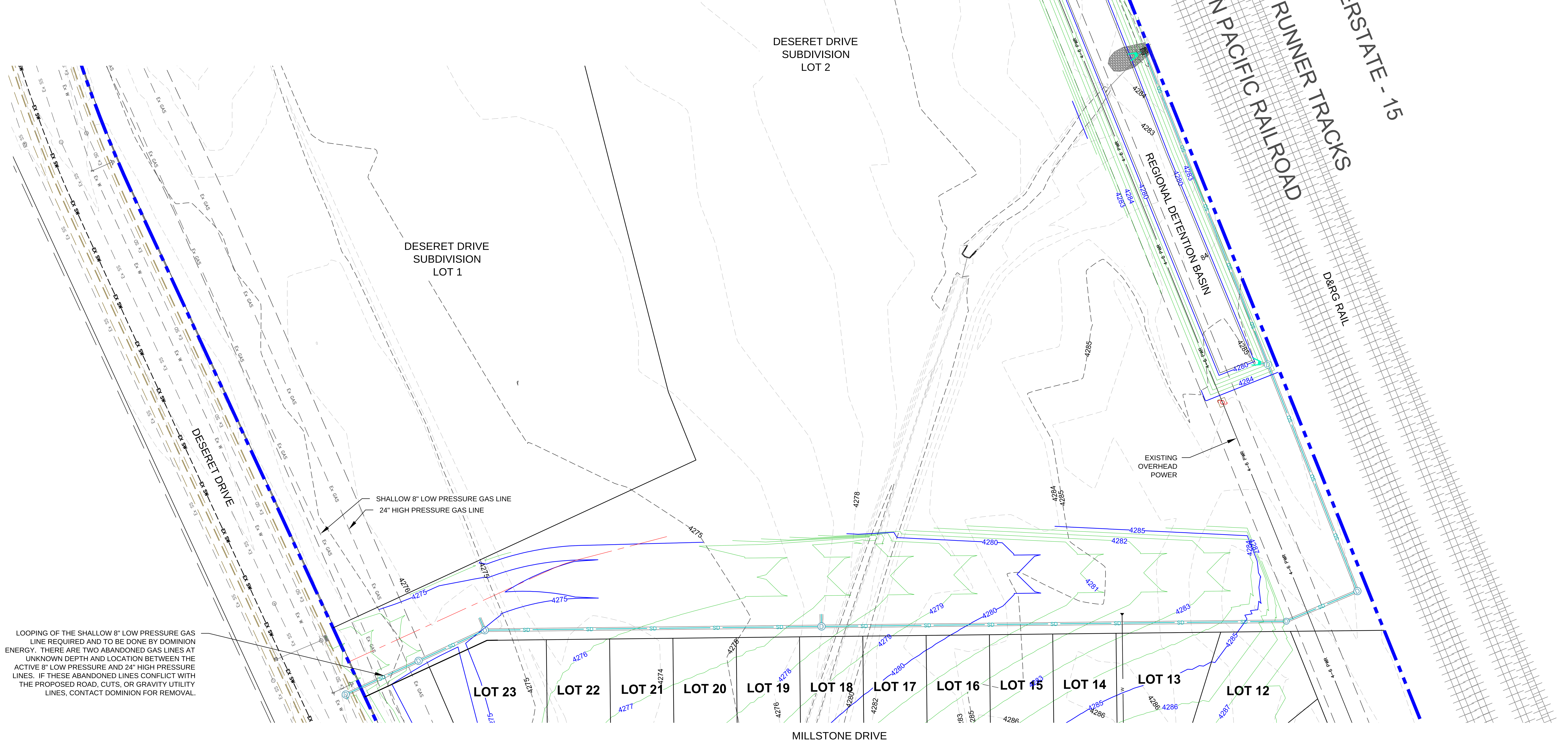
UTILITY NOTES

1. ALL CONSTRUCTION SHALL BE ACCORDING TO KAYSVILLE CITY STANDARDS AND REQUIREMENTS.
2. PROVIDE MINIMUM CLEAR SEPARATION BETWEEN ALL PIPING OF 12".
3. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING UTILITIES BEFORE STAKING OR CONSTRUCTING ANY NEW UTILITIES.
4. FOUR FEET OF COVER IS REQUIRED OVER ALL CULINARY WATER LINES.
5. THE LENGTH OF PIPE SHOWN IN THE PROFILE VIEW IS THE PLAN VIEW LENGTH (2D) MEASURED FROM CENTER OF MANHOLE TO CENTER OF MANHOLE. THE SLOPE IS CALCULATED BASED ON THE 2D LENGTH.
6. CONTRACTOR SHALL COORDINATE WITH DRY UTILITY COMPANIES PRIOR TO CONSTRUCTION OF ROADWAYS FOR LOCATION AND QUANTITIES OF SLEEVES REQUIRED OF DRY UTILITY CONSTRUCTION.
7. ALL SECONDARY WATER SHALL COMPLY WITH DAVIS AND WEBER COUNTIES CANAL COMPANY STANDARDS AND SPECIFICATIONS.
8. WHEN INSTALLING SECONDARY WATER METER, SET IN METER IN PIT PRIOR TO SETTING IN THE GROUND TO AVOID THE BOX BEING COMPRESSED WITH LIMITED ROOM TO SET THE METER.

GRADING NOTES

1. ALL EARTHWORK SHALL BE IN ACCORDANCE WITH GEOTECHNICAL REPORT.
2. IT IS INTENDED THAT THE FRONT YARDS OF LOTS 1-9 ARE TO DRAIN TO KNIGHTS DRIVE.

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.



REVISION | DATE | NO.

DRAWING IS NOT TO SCALE IF BAR DOES NOT MEASURE 1 INCH
0 1/2 1

OLD MILL LANDING SUBDIVISION OVERALL GRADING AND DRAINAGE PLAN

KAYSVILLE CITY, DAVIS COUNTY, UTAH

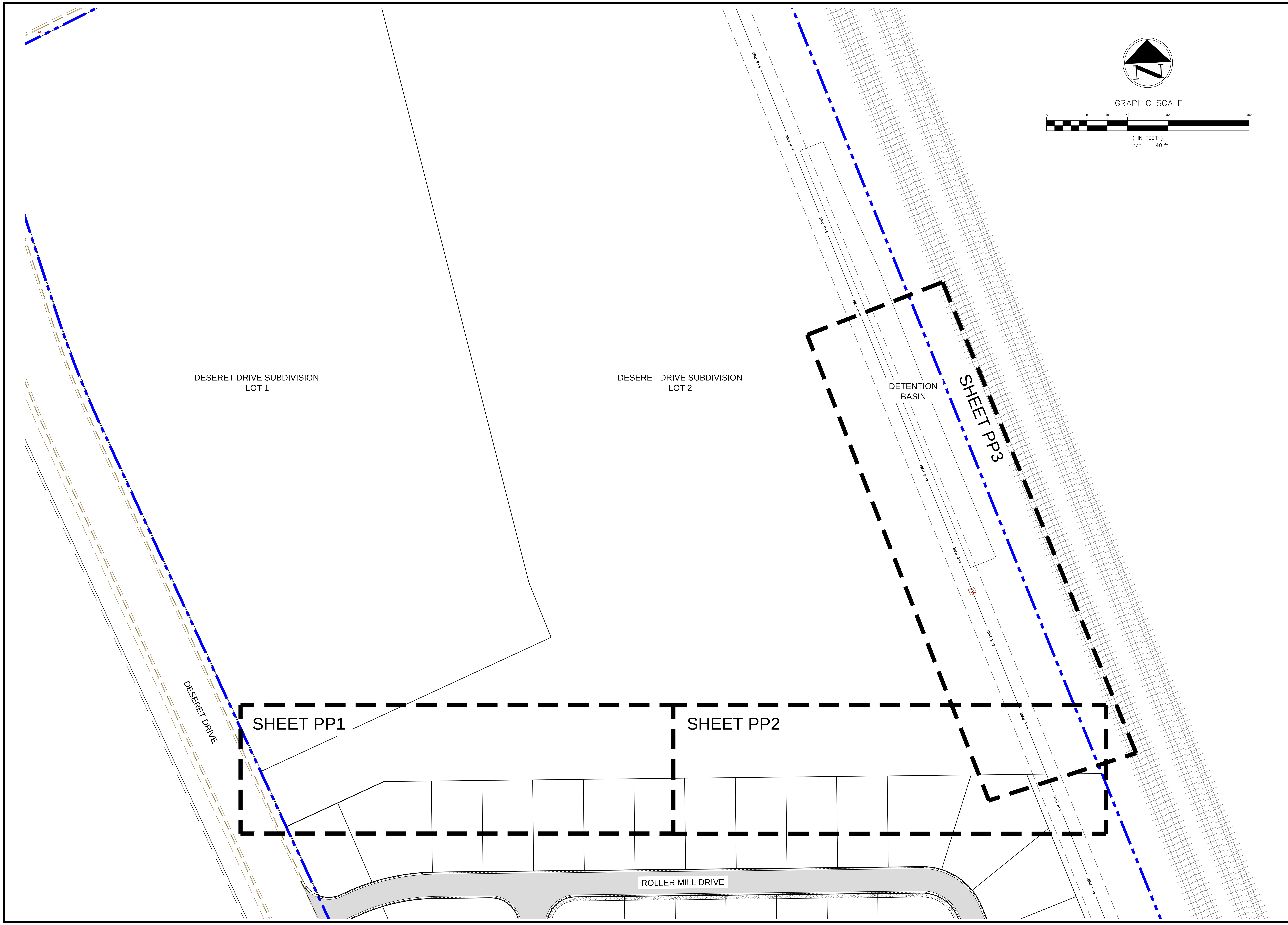
Scott P. McFarland, PE
Project Manager
347 East 1375 South
Kaysville, Utah 84037
801.726.6797 (M)
spmcf@yahoo.com
MCFARLAND ENGINEERING & ASSOCIATES, INC

REGISTERED PROFESSIONAL ENGINEER
SCOTT P. MCFARLAND
No. 504870
STATE OF UTAH
NOT APPROVED FOR CONSTRUCTION

DESIGN: SPM
DRAWN: SPM
CHECKED: SRM
DATE: 4-13-20

SHEET:
GD1

L:\MEA\1717 - Deseret Drive\00-Cad\00-Base\Deseret Drive Subdivision Sheet Set.dwg Apr 14, 2020 - 9:40am



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0 1/2 1

OLD MILL LANDING SUBDIVISION
PLAN AND PROFILE KEY SHEET

KAYSVILLE CITY, DAVIS COUNTY, UTAH

Scott P. McFarland, PE
Project Manager
347 East 1375 South
Kaysville, Utah 84037
801.726.6797 (M)
spmcf@yahoo.com

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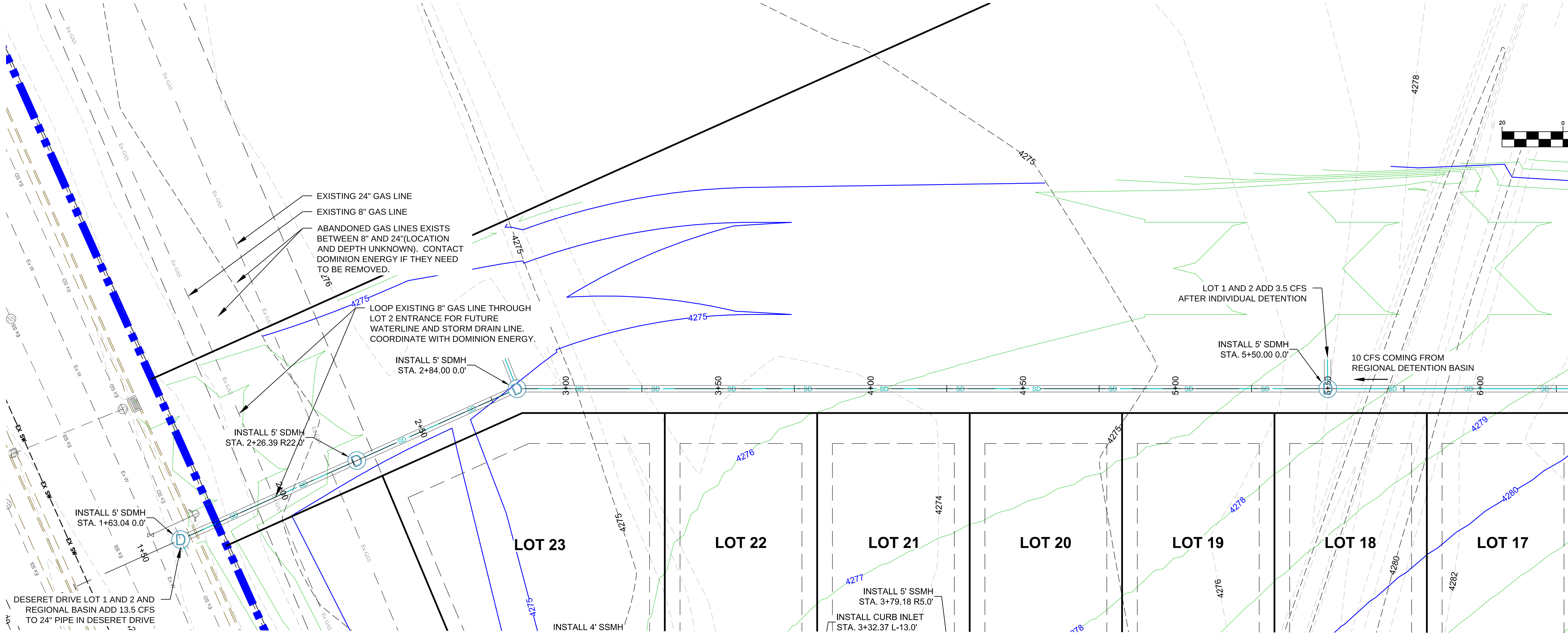
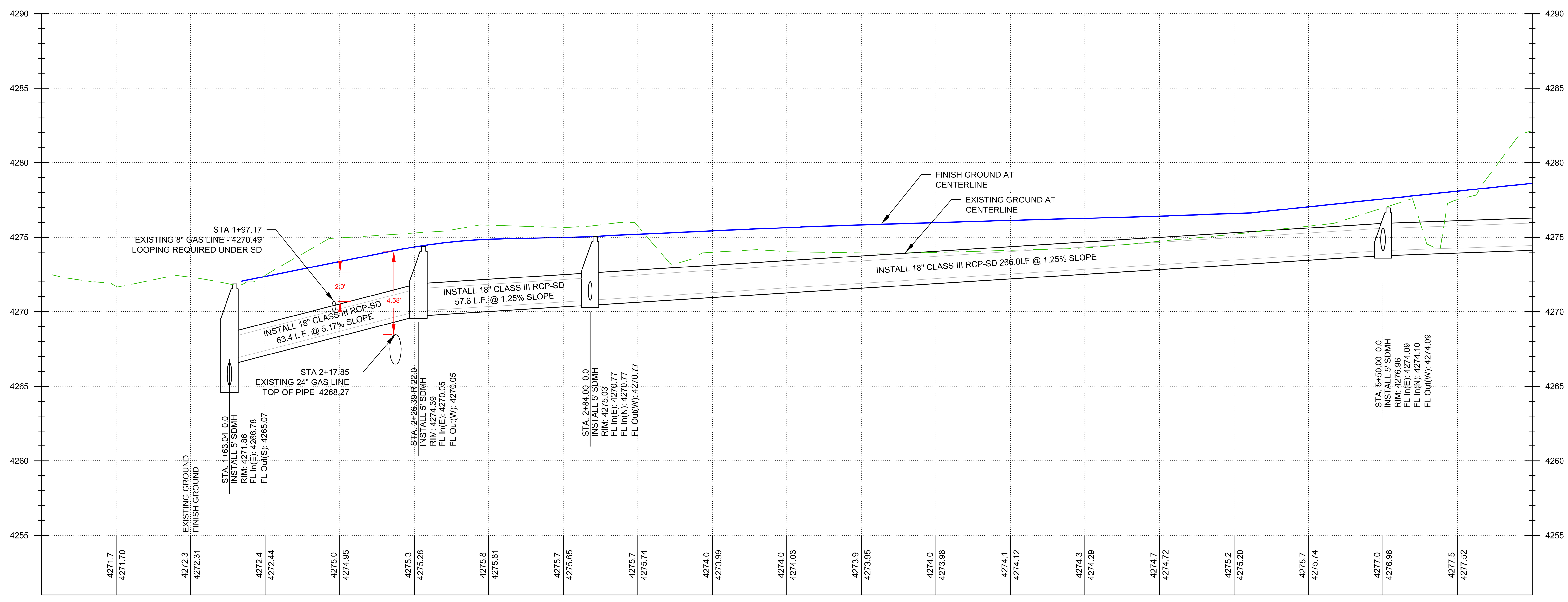
SHEET:
PPKEY

L:\MEA\1717 - Deseret Drive\00-Cadd\00-Base\Deseret Drive Subdivision Sheet Set.dwg Apr 13, 2020 - 5:26pm



STORM DRAIN BYPASS

STA 10+00 TO STA 13+50



REVISION | DATE | NO.

DRAWING IS NOT TO SCALE IF BAR DOES NOT MEASURE 1 INCH

DESERET SUB. OFFSITE STORM DRAINAGE

PLAN AND PROFILE PLAN

KAYSVILLE CITY, DAVIS COUNTY, UTAH

Scott P. McFarland, PE
Project Manager
MEA
McFARLAND ENGINEERING & ASSOCIATES, INC

REGISTERED PROFESSIONAL ENGINEER SCOTT MCFARLAND No. 304870 STATE OF UTAH
NOT APPROVED FOR CONSTRUCTION

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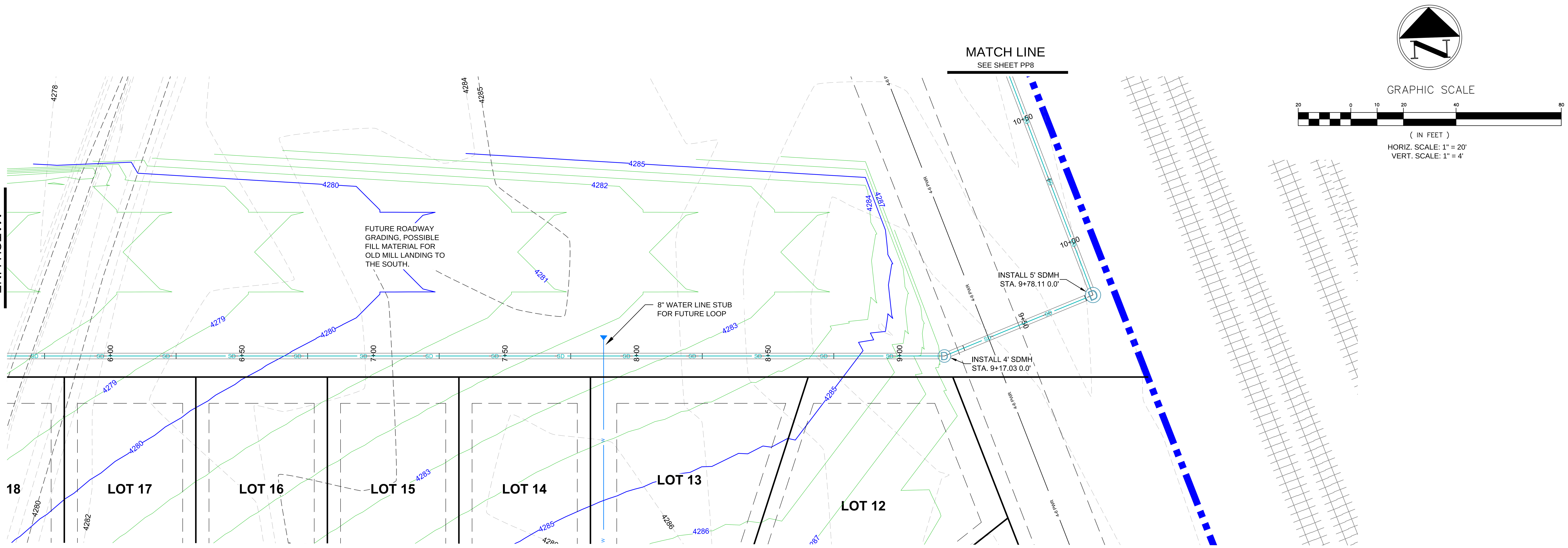
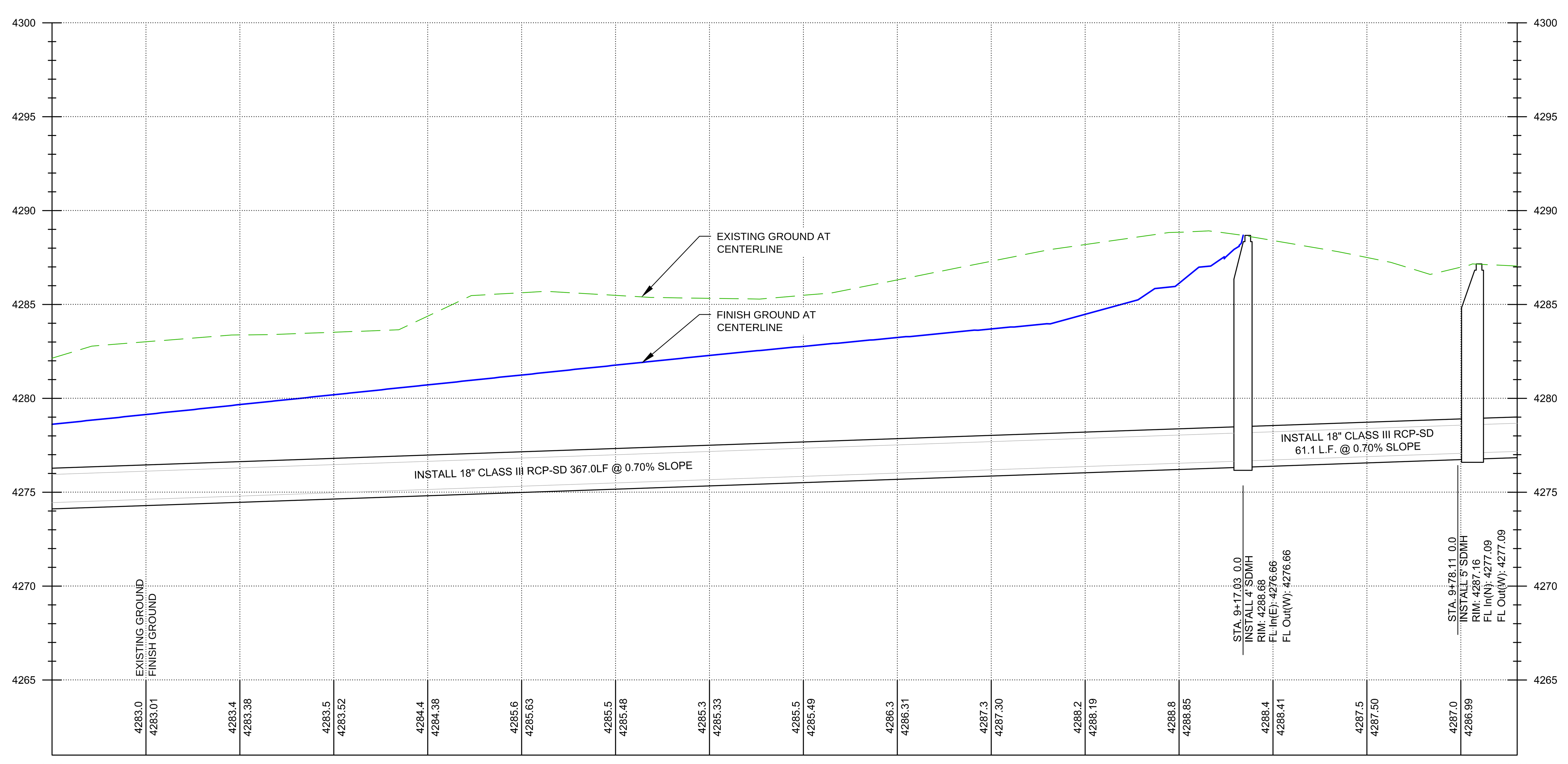
PP1



STORM DRAIN BYPASS

STA 6+00 TO STA 9+90



REVISION

DATE

NO.

DRAWING IS NOT TO SCALE IF BAR DOES NOT MEASURE 1 INCH

0 1/2 1

DESERET SUB. OFFSITE STORM DRAINAGE

PLAN AND PROFILE PLAN

KAYSVILLE CITY, DAVIS COUNTY, UTAH

Scott P. McFarland, PE
Project Manager
347 East 1375 South
Kaysville, Utah 84037
801.726.6797 (m)
spmcf@yahoo.com

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504870
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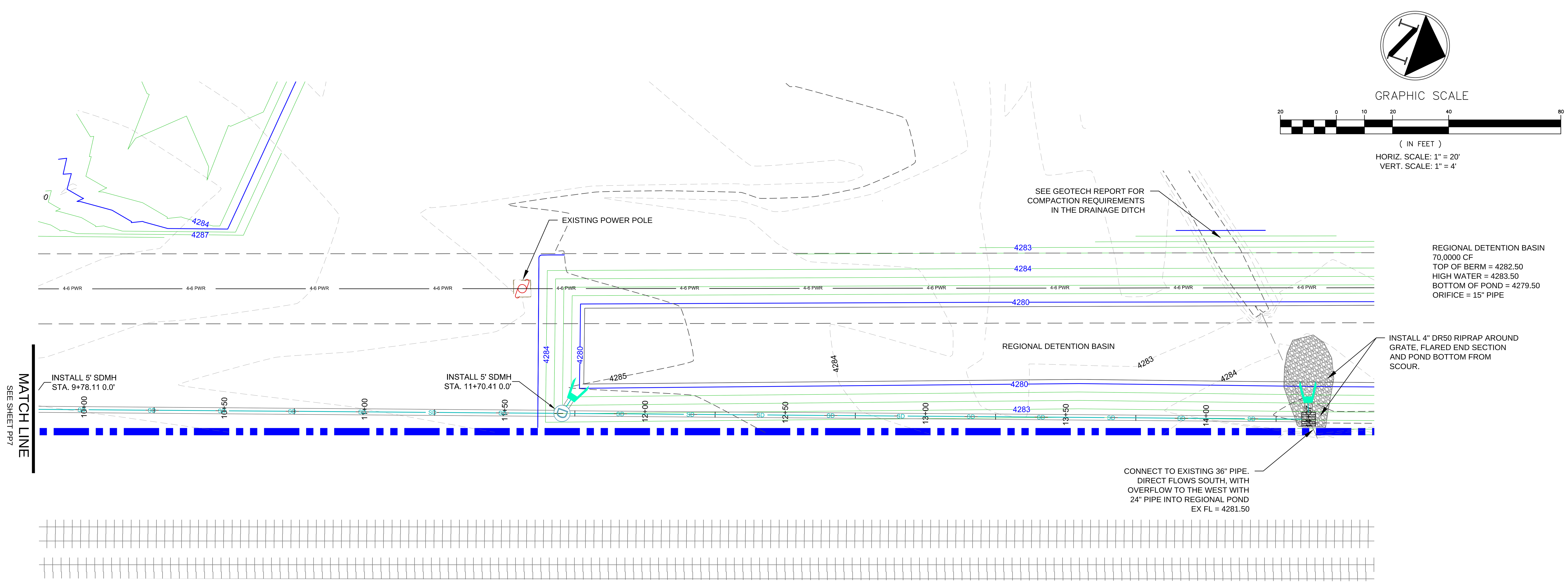
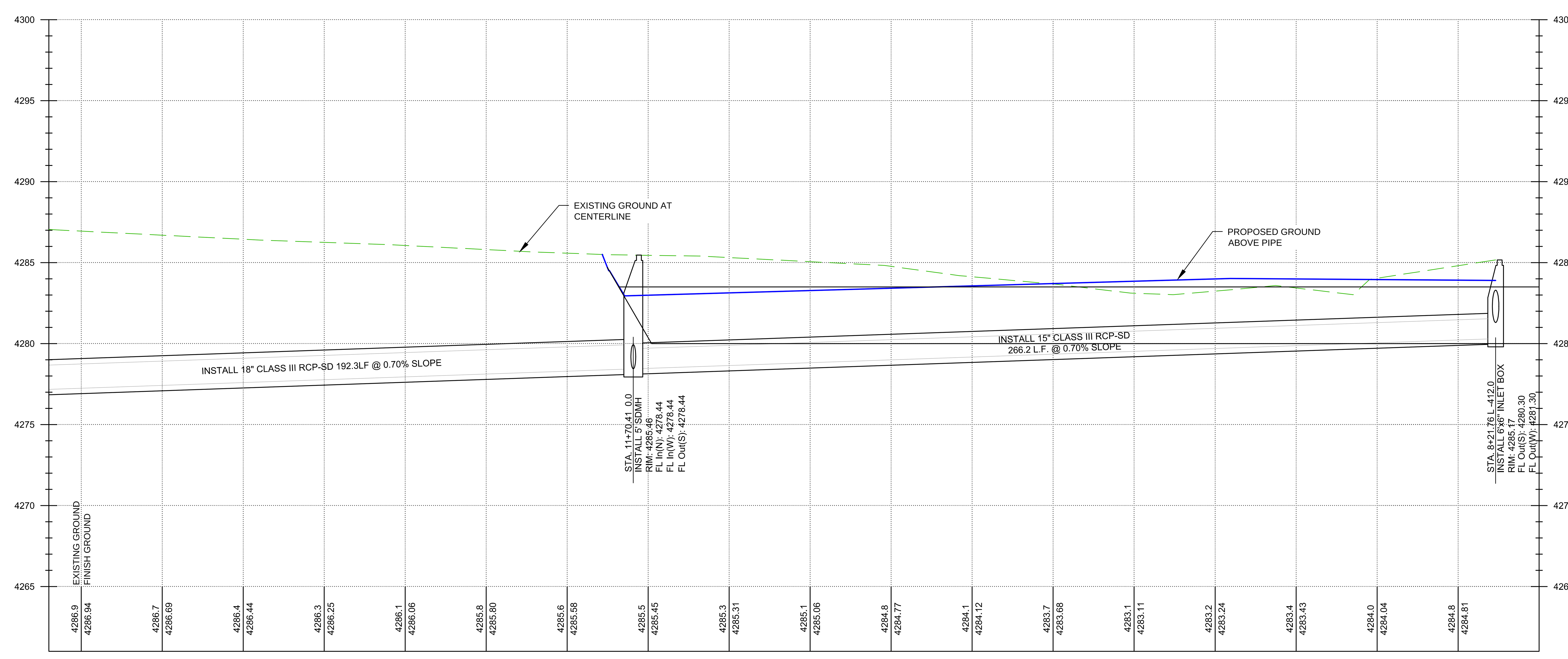
SHEET:

PP2



STORM DRAIN BYPASS

STA 6+00 TO STA 9+90



REVISION

NO. | DATE

DRAWING IS NOT TO SCALE IF BAR DOES NOT MEASURE 1 INCH

DESERET SUB. OFFSITE STORM DRAINAGE

PLAN AND PROFILE PLAN

KAYSVILLE CITY, DAVIS COUNTY, UTAH

Scott P. McFarland, PE
Project Manager
347 East 1375 South
Kaysville, Utah 84037
801.726.6797 (m)
spmcf@yahoo.com
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PP3

L:\MEA1717 - Deseret Drive\00-Cad\00-Base\1717 - Design base and PPsheets.dwg Apr 13, 2020 - 5:16pm

352 North Flint Street
Kaysville, Ut 84037
Phone 801.678.3333
guy@greenrli.com

To:	JF Capital	Contact:	[redacted]
Address:	1148 Legacy Crossing #400 Centerville, Utah 84014	Phone:	
Project Name:	Old Mill Landing Subdivision, Construction Set Open Cut Gas Lin	Bid Number:	20009
Project Location:	625 South Deseret Drive	Bid Date:	5/20/20

Item	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
MOBILIZATION					
1	Mobilization	1	EA	[redacted]	
SWPPP INSTALLATION					
2	Silt Fence	1,870	LF	[redacted]	
3	Construction Entrance	1	EA		
4	Inlet Protection	7	EA		
5	Porti Potty	7	MO		
6	Concrete Washout	1	EA		
7	Small Sweeper	40	HR		
	SWPPP TOTAL				[redacted]
SEWER					
8	Connect to Existing Manhole, Traffic Control, Asphalt R&R	1	EA	[redacted]	
9	8" PVC Sewer	1,535	LF		
10	Gas Line Crossing	42	LF		
11	4' Sewer Manhole	8	EA		
12	5' Sewer Manhole	3	EA		
13	Concrete Collar Sewer Manhole	11	EA		
14	4" Sewer Lateral	41	EA		
15	Bedding Gravel	1,007	TN		
16	Video Sewer Line	1,577	LF		
	SEWER TOTAL				[redacted]
17	Import Fill Sewer Trench if Required	6,115	TN	[redacted]	
STORM DRAIN					
18	Connect to Existing Storm	1	EA	[redacted]	
19	18" RCP Storm Drain	350	LF		
20	Plug and Block Existing Storm Drain Line	1	EA		
21	Curb Inlet Box	5	EA		
22	Combination Box	1	EA		
23	Storm Drain Manhole	4	EA		
24	Inlet/Outlet Box	1	EA	$	
25	Detention Basin	760	CY		
26	18" Flared End Section w/RipRap	1	EA		
27	Video Cameral Storm Drain Line	352	LF		
28	Bedding Gravel Storm Drain	293	TN		
	STORM DRAIN TOTAL				[redacted]
29	Import Fill Storm Drain Trench if Required	399	TN	[redacted]	
CULINARY WATERLINE					
30	Connect to Existing with Tee & 3 Gate Valves	1	EA	[redacted]	
31	Gas Line Crossing	42	LF		
32	8" C900 DR 14	1,800	LF		
33	Sand Bedding	1,863	TN		
34	8" Gate Valve	10	EA		
35	Concrete Collar Water Valve	12	EA		
36	8" Flange Tee	4	EA		
37	8" MJ Bend	6	EA		
38	Permanent Blow Off	2	EA		
39	Chlorinate and Test Water Line	1	EA		
40	Culinary Water Service	41	EA		
41	Fire Hydrant Assembly	3	EA		
	CULINARY WATER TOTAL				[redacted]

SWPPP items are installation only, Maintanence, and Repair of SWPPP items will be performed at $45 per man hour plus material, and equipment. Street Sweep/Vac Truck available at $245 per hour.

352 North Flint Street
Kaysville, Ut 84037
Phone 801.678.3333
guy@greenrli.com

GREEN RESIDENTIAL LAND IMPROVEMENTS

42	Import Fill Culinary Water Line Trench if Required		1,429	TN	[redacted]		
SECONDARY WATER LINE							
43	Connect to Existing with Tee & 3 Gate Valves		2	EA	[redacted]		
44	Gass Line Crossing		42	EA			
45	8" C900 Purple		1,814	LF			
46	Sand Bedding		1,433	TN			
47	8" Gate Valve		6	EA			
48	Concrete Collar Water Valve Box		6	EA			
49	8" MJ Bend		8	EA			
50	Loop Secondary Water Line		1	EA			
51	8" MJ Tee		3	EA			
52	Secondary Single Service w/Meter		3	EA			
53	Secondary Double Service w/ Meter		19	EA			
54	Test Secondary Water Line		1	EA			
					SECONDARY WATER TOTAL	[redacted]	
SITE							
55	Clear & Grubb, Leave Spoils on Site		53,000	SF	[redacted]		
56	Import Fill to Rough Grade		6,900	TN			
57	Scarify & Recompact 12" Sub-Grade (See Soils Report 6.1		44,000	SF			
58	12" Road Base		42,150	SF			
59	Fine Grade Road Base		42,150	SF			
60	3" Asphalt		42,150	SF			
61	Curb Prep		3,327	LF			
62	Curb & gutter		3,327	LF			
63	Sidewalk Prep		1,840	LF			
64	Detention Basin Gravel Access Road		660	SF			
65	Sidewalk, 4' Wide x 3" Thick		1,840	LF			
66	ADA Ramp		5	EA			
67	Survey Monument		6	EA			
					SITE TOTAL	[redacted]	
					TOTAL	[redacted]	
ALTERNATE - POWER TRENCH							
P 1	Power Trench, Excavate & Backfill		3,327	LF	[redacted]		
P 2	3" Power Conduit		3,327	LF			
P 3	3" Fiberglass Sweep		123	EA			
P 4	4" Conduit Crossing		10	EA			
					ALTERNATE TOTAL	[redacted]	
ALTERNATE - BYPASS STORM DRAIN							
BP 1	Connect to Existing Storm Drain		2	EA	$7,000.00	$14,000.00	NO
BP 2	R&R Asphalt for Storm Drain		200	SF	$20.00	$4,000.00	NO
BP 3	18" RCP Storm Drain		1,270	LF	$40.00	$50,800.00	NO
BP 4	Cut to Grade	$19,575	2,700	CY	$14.50 - $19,575	$39,150.00	50%
BP 5	5" Storm Drain Cleanout Box	$42,350	6	EA	$3,300.00	$19,800.00	
? BP 6	6' x 6' Inlet Box	$1,650	1	EA	$8,000.00	$8,000.00	?
BP 7	Detention Pond Includedes Haul Off	$63,575	3,850	CY	$22.00 - $42,350 -	$84,700.00	50%
BP 8	Grade From Staition 1+75 to 9+28		5,533	SF	$1.00	$5,533.00	NO
BP 9	Bedding Gravel		1,319	TN	$24.50	$32,318.22	
BP 10	Video Land Drain line		1,270	LF	$1.85	$2,349.50	
					BYPASS STORM DRAIN TOTAL	***$260,650.72***	
BP 12	Import Fill Land Drain Trench if Required		3,514	TN	$14.50	$50,951.55	

Total = $63,575