

1. City Council Meeting Agenda

Documents:

[SEPTEMBER 7, 2017 CITY COUNCIL REGULAR MEETING AGENDA
PACKET.PDF](#)
[SEPTEMBER 7, 2017 CITY COUNCIL REGULAR MEETING AGENDA.PDF](#)

2. Meeting Audio & Video

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



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville Business Park Architectural Review Committee will hold a special meeting followed by a regular City Council meeting on Thursday, September 7, 2017, starting at 6:45 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

The agenda shall be as follows:

6:00 p.m. ASK THE COUNCIL/PUBLIC Q & A

1. Mayor Steve Hiatt will be available for discussion related to any topic that pertains to our community and the business of the City.

6:45 p.m. KAYSVILLE BUSINESS PARK ARCHITECTURAL REVIEW COMMITTEE MEETING

1. Lot 3 of Kaysville Business Park 27 - Material Change Review.

7:00 p.m. CITY COUNCIL MEETING

The agenda shall be as follows:

1. Opening – Council Member Larry Page.
2. Call to the Public.
3. DTC Allied Health Building Request/Presentation.
4. Consideration of a Development Agreement and Rezone of 1.53 acres of property at 1450 South Burton Lane from the R-1-20 (Single Family Residential) to the LI (Light Industrial) zoning district. – Jim Puffer
5. Power Department Report – Gary Hatch, Power Director.
6. Plow Truck Purchase for the Public Works Department – Josh Belnap.
7. Bid Approval for Material Crushing – Josh Belnap.
8. Consideration of a Resolution amending the Consolidated Fee Schedule establishing a civil fee for parking violations.
9. Minutes.
10. Council Member Reports.
11. Calendar.
12. Consideration of Closed Meeting Pursuant to Utah Code Annotated §52-4-205
(c) Strategy session to discuss pending or reasonably imminent litigation.
13. Adjournment.

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

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on September 1, 2017.

Maria T. Devereux
Maria T. Devereux
City Recorder



Kaysville Business Park Architectural Review Committee Staff Report

Lot 3 of Kaysville Business Park 27 September 7, 2017

Material Change Review

Owner / Applicant: Chris Martineau
Address: 528 N. 900 W.
Property Size: 1 acre

Description:

In August of 2016 the subject property was approved for development with an office warehouse building with a footprint of 11,890 sq. ft. The applicant has since received a building permit and begun construction on site.

No changes have been proposed to the site, use, or building other than the exterior material. Originally the renderings showed a building with plaster covered block. In working with suppliers the applicant has determined they would prefer to use a different type of masonry block that has a granite look to it and not cover it with plaster. It is also similar in architectural style and materials to other existing buildings in the park using split face block and plaster covered block.

The split face block as shown in the attached rendering will remain as split face block, the portions shown with the white plaster will now be visible masonry block. The building appears to meet the requirement for a horizontal appearance with the use of building materials that convey permanence, substance, and restraint, and blend with buildings existing in the adjacent area of the Park.

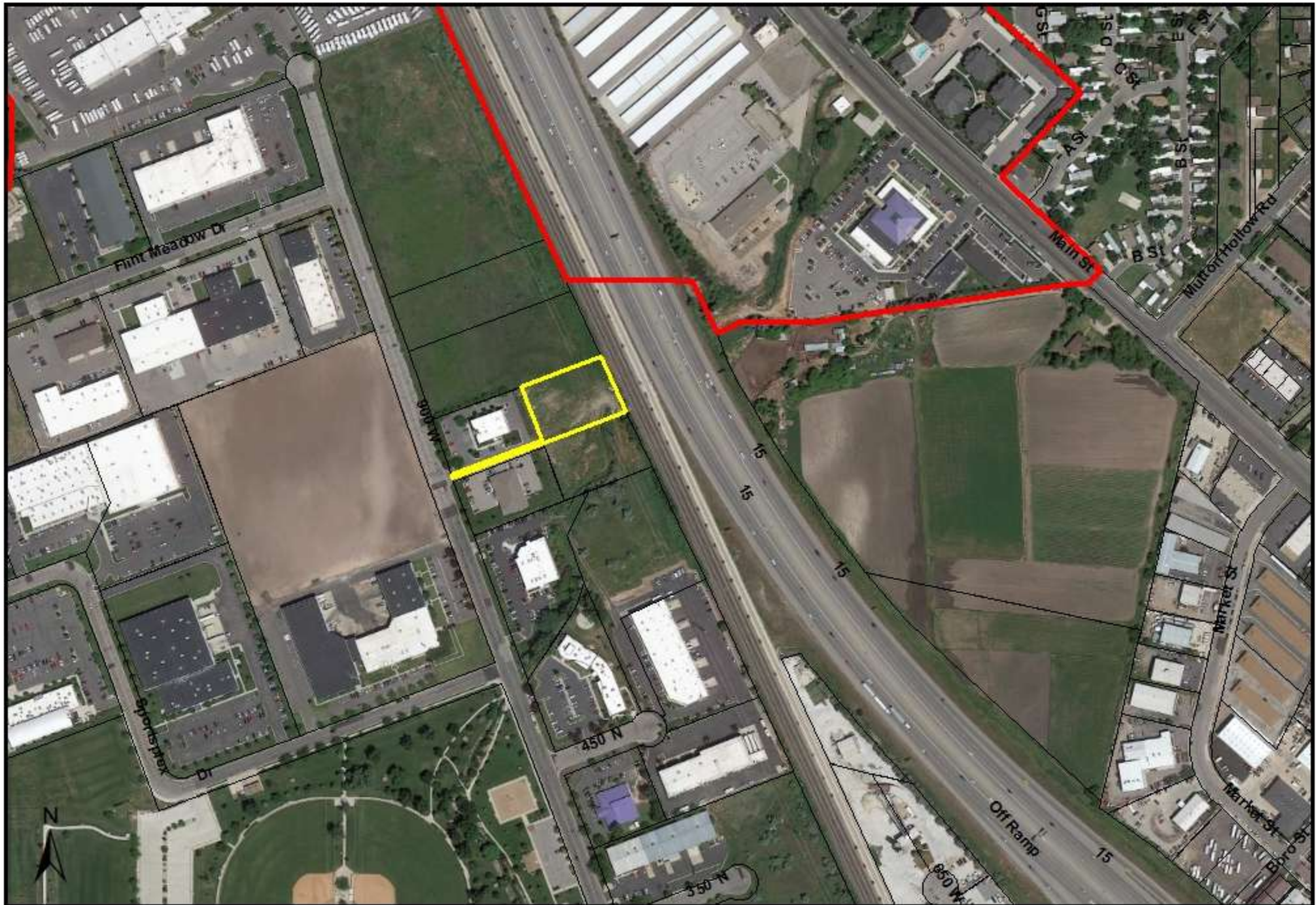
Included with the original rendering is a sample of a building using the proposed block materials; however, the example uses block in a different pattern.

Recommendation:

Staff recommends approval as proposed.

Attachment 1: Location Map
Attachment 2: Original Rendering with plaster
Attachment 3: Sample of proposed masonry block without plaster.

528 North 900 West





OFFICE / WAREHOUSE
BUILDING

PUFFER - MARTINEAU
900 W
KAYSVILLE, UTAH 84034

3D RENDERS
7/29/2016



DEIV ARCHITECTURE & DESIGN
1116 W 500 S, #2
WEST BOUNTIFUL, UT 84087







City Council Staff Report

Development agreement and request to rezone 1.53 acres of property from R-1-20 (Single Family Residential) to the LI (Light Industrial) zoning district September 7, 2017

Applicant/Owner: Jim Puffer
Location: Approximately 1450 South Burton Lane

Description:

This item has been before the Planning Commission and City Council on multiple occasions. Most recently the item has been tabled in order to allow time for the applicant and neighboring residents to continue working through the details of a development agreement.

The attached agreement is a product of multiple meetings between Mr. Puffer and a number of the involved neighbors. It is the understanding of city staff that while the neighboring parties that provided input into this agreement are still opposed to the rezone and current/proposed use of the property, this agreement is at least something they can live with if the Council determines the zone and use are appropriate.

A redlined copy of the agreement including decibel readings used to inform its content has been included with this report.

Recommendation:

Possible Motions:

- Approve of the request subject the attached development agreement as written or with specific modifications.
- Deny the request for the proposed rezone.
- Table a decision pending additional information.

Attachment 1: Location Map

Attachment 2: Redlined Development Agreement and Decibel Readings

Attachment 3: Clean Development Agreement

Approximately 1450 South and Burton Lane



Jim Puffer Property Developmental Agreement

DEVELOPMENT AGREEMENT FOR 1.51 ACRES OF PROPERTY AT APPROXIMATELY 1450 SOUTH BURTON LANE THIS AGREEMENT is made and entered into this day of , 2017, by and between Kaysville City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter the "City"), and Jim Puffer Landscape, Inc. (hereinafter the "Owners;" "Owners" include successors and/or assigns of Jim Puffer Landscape, Inc.), as follows: RECITALS WHEREAS, Owners desire to rezone their properties at approximately 1450 South Burton Lane consisting of 1.51 acres to the LI (Light Industrial) zoning district; and WHEREAS, the purpose of this Agreement is to restrict the uses normally allowed in the LI zone; and WHEREAS, the City is willing to approve the rezone of the property with specific restrictions as to the use of the property; NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows: AGREEMENT 1. PROPERTY DESCRIPTION The property to which this Agreement applies (herein after referred to as the "Property") consists of 1.51 acres specifically described as follows: 2 OPEN SPACE K, OLD MILL VILLAGE - PHASE 1B CLUSTER SUBDIVISION. CONT. 1.51000 ACRES. 2. RESTRICTIONS TO THE LIGHT INDUSTRIAL ZONING DISTRICT Owners hereby agree to the following restrictions pertaining to the use of the property.

Notes:

Red Lettering represents recent changes made to Agreement

1. - Fencing shall be as shown in exhibit B, a 6 ft. tall fence shall be kept in whole condition along the westerly and southerly property lines.
2. - Trees and landscaping shall be planted as shown in exhibit B, and shall be permanently maintained in a live, healthy condition, and weeds shall be kept under control.
3. -At any point should Kaysville City determine it is necessary to make changes to the right-of-way that would impact the trees as shown, trees shall be planted on the Property in a manner similar to exhibit B of this agreement with approval by the Kaysville City Council.
4. -Owner shall control dust on the Property so as not to adversely affect the surrounding area or adjoining premises. Such dust control efforts shall include, but not be limited to, the installation and maintenance of a sprinkling system as shown on Exhibit B, which shall run as necessary to appropriately control dust levels. The City may from time to time require additional dust control measures at Owner's expense as the City determines to be appropriate.

5. -Unless special arrangements are made with two or more adjacent property owners in advance, permitted activities shall be conducted only between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, or between the hours of 8:00 a.m. and 6:00 p.m. on weekends and legal holidays. Notwithstanding the foregoing, Owner may drop off trailers between the hours of 7:00 a.m. and 9:00 p.m.
6. -Noise levels from activity on the Property shall not exceed 75dB(A) when measured from anywhere outside the Property. Back-up beepers and other similar beeping sounds emanating from front-end loaders, track-hoes and other similar equipment shall be disabled when such equipment is being loaded or unloaded on the Property.
7. -Noise restrictions shall not apply to construction activities related to the installation of improvements required by this agreement or normal maintenance activities conducted during permitted business hours as stated in the previous section.
8. -Noise for the purpose of removing the boulders currently located on the Property shall be permitted to exceed the decibel limitation only after coordinating with two or more adjacent property owners.
9. -No signs shall be permitted on the property except as expressly required by this Agreement or by applicable law. A sign shall be placed in a prominent location on the Property reminding Owner and its agents, guests and employees of the restrictions set forth in this Agreement, including, but not limited to, the restrictions relating to the limited hours of operation, noise level restrictions and dust control requirements. Such sign shall be approximately 2 feet by 2 feet.
10. -No building, shed or similar enclosed structure shall be built or situated on the Property.
11. -Pallets and materials not stored in bins shall not be stacked or piled higher than 4 feet. Bins shall be located on the Property as shown on Exhibit B and shall not exceed 6 feet in height. Notwithstanding the foregoing, at the request of an adjacent property owner, Owner shall install an additional row of concrete retaining wall blocks on the bins situated along the property line shared by the requesting adjacent property owner, which will result in the concrete wall height being increased to approximately 8 feet.

12. - Vehicular access to the property shall be restricted by the use of a gate and shall be paved for the first 50 ft. from the existing edge of asphalt as shown in exhibit B. - All operations taking place on the property shall be conducted in a manner that is safe to those working on site, surrounding properties, and the general public.

13. The use of the Property shall be limited to storage of landscaping materials and related equipment that are used in Owner's landscaping business. No purchases, sales or other transactions shall be conducted on the Property.

14. - The use of the Property shall be limited to storage of landscape materials and equipment. Any future change of use requires amendment to this development agreement. 3. REZONE OF PROPERTY The City hereby agrees to rezone the Property to the LI (Light Industrial) zoning district as defined in the Kaysville City Ordinance, as shown on the map attached hereto as Exhibit A and incorporated by reference herein, effective upon the effective date of this Development Agreement, limiting the use of the property as described in section 2 of this agreement on the 1.51 acres of property portrayed in exhibit A. 4. ASSIGNMENT Owners may assign this Agreement to any other third party provided that the City consents to such assignment, which consent shall not be unreasonably withheld. 5. BINDING EFFECT This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. 6. TIMING It shall be the responsibility of the Owners to implement all the provisions of this 4 Agreement and install any necessary improvements no later than the 15th day of November, 2017.

15. ENFORCEMENT Kaysville City will perform a monthly inspection for 1 year from the effective date of this agreement to verify compliance with applicable regulations. In the event Kaysville City verifies one or more violations of the provisions of the Light Industrial Zoning District, the Kaysville City ordinance, or the provisions of this agreement, the following process shall take place: **Shall be enforced as any other Kaysville City Light Industrial infraction.**

~~The first infraction shall be served by written notice to be corrected within the timeframe stated within the notice. Failure to comply with the warning shall be means for termination of this agreement. Any additional infractions within a 365 day timeframe of a written notice shall be means for a fine a minimum of \$500 per day along with an additional written notice. Failure to make appropriate corrections as stated within the notice as well as failure to pay the fine shall be means for termination of this agreement.~~

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

17. SEVERABILITY If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.
18. CAPTIONS The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.
19. GOVERNING LAW This Agreement and all matters relating hereto, shall be governed by, construed and interpreted in accordance with the laws of the State of Utah. 12. ENTIRE AGREEMENT This Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement by and among the parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.
20. CONSTRUCTION As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require. IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

As per residence concerns, Jim Puffer is willing to do the following good will:

1. Install Fencing and Gate at Entrance of Property.
2. Landscape and Tree Installation (as per design).
3. Install Sprinkler System where trucks drive.
4. Not Pick up Materials after 6 PM.
5. Alter Case Unil-loaders and Track-hoes beeping devices so that they do not beep when loading or unloading equipment.
6. Coordinate with 1 or more owners before removing larger rock boulders.
7. No Signage.
8. No Building or Shed.
9. Install 1 additional 2' layer of concrete blocks to West side of Property.
10. Install 50' asphalt road.
11. Install small sign at gate entry reminding JPL workers of zoning ordinances and rules.
12. Willing to buy Nancy's small triangle property, if residences are concerned with ingress and egress issues.

Decibels Report (Completed Saturday July 29, 2017)

@ approximately 10:30 am at Jim Puffer Burton Property

Normal Conversation

60-65

Onsite Next to West Property Line Bins

No Traffic Typical Day	43-55
Small Plane	66-70
Helicopter	71-88
Union Pacific Train	66-71
UTA Commuter Train	60-65
Normal Traffic (Regular Cars)	50-55
Trucks, Semi	65-70
Semi Entering Property	65-70
Idle	60-65
Exiting Property	53-65
End Dump Trailer	
Back-up Beeping	70-73
Dump Gravel or Bark Materials	70-75
1 Ton Truck Entering Property	60-65
Idle	50-60
Uni-loader Unload Equipment	55-60
Normal Work & Beeping	55-75
Mini- Track Hoe Unload Equipment	55-60
Normal Work & Beeping	55-75

Front of Nancy's Home

No Traffic Typical day (Freeway)	48-58
Small Plane	66-70
Helicopter	77-81
Union Pacific Train	66-71
UTA Commuter Train	60-65
Normal Traffic (Regular Cars)	60-66
Trucks, Semi	70-75
Semi Entering Property	58-60
End Dump Trailer	
Back-up Beeping	54-59
Dump Gravel or Bark Materials	49-59
1 Ton Truck Entering Property	45-50
Uni-loader Unload Equipment	48-54
Normal Work & Beeping	48-54
Mini- Track Hoe Unload Equipment	47-54
Normal Work & Beeping	47-52

From Terrill Rohn Property Line

No Traffic Typical Day	
Small Plane	66-70
Airliner	60-64
Helicopter	77-81
Union Pacific Train	
UTA Commuter Train	
Normal Traffic (Regular Cars)	
Trucks, Semi	
Semi Entering Property	55-60
Idle	47-50
Exiting Property	55-60
End Dump Trailer	
Back-up Beeping	55-60
Dump Gravel or Bark Materials	55-60
1 Ton Truck Entering Property	50-55
Idle	
Uni-loader Unload Equipment	45-59
Normal Work & Beeping	50-61
Mini- Track Hoe Unload Equipment	44-57
Normal Work & Beeping	50-62

**DEVELOPMENT AGREEMENT
FOR 1.51 ACRES OF PROPERTY AT
APPROXIMATELY 1450 SOUTH BURTON LANE**

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between Kaysville City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter the “City”), and Jim Puffer Landscape, Inc. (hereinafter the “Owners;” “Owners include successors and/or assigns of Jim Puffer Landscape, Inc.), as follows:

RECITALS

WHEREAS, Owners desire to rezone their properties at approximately 1450 South Burton Lane consisting of 1.51 acres to the LI (Light Industrial) zoning district; and

WHEREAS, the purpose of this Agreement is to restrict the uses normally allowed in the LI zone; and

WHEREAS, the City is willing to approve the rezone of the property with specific restrictions as to the use of the property;

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

AGREEMENT

1. PROPERTY DESCRIPTION

The property to which this Agreement applies (herein after referred to as the “Property”) consists of 1.51 acres specifically described as follows:

OPEN SPACE K, OLD MILL VILLAGE - PHASE 1B CLUSTER SUBDIVISION.
CONT. 1.51000 ACRES.

2. RESTRICTIONS TO THE LIGHT INDUSTRIAL ZONING DISTRICT

Owners hereby agree to the following restrictions pertaining to the use of the Property.

A. Fencing shall be as shown in exhibit B, a 6 ft. tall screening fence shall be kept in whole condition along the westerly and southerly property lines.

B. Trees and landscaping shall be planted as shown in exhibit B, and shall be permanently maintained in a live, healthy condition, and weeds shall be kept under control.

C. At any point should Kaysville City determine it is necessary to make changes to the right-of-way that would impact the trees as shown, trees shall be planted on the Property in a manner similar to exhibit B of this Agreement with approval by the Kaysville City Council.

D. Owner shall control dust on the Property so as not to adversely affect the surrounding area or adjoining premises. Such dust control efforts shall include, but not be limited to, the installation and maintenance of a sprinkling system as shown on Exhibit B, which shall run as necessary to appropriately control dust levels. The City may from time to time require additional dust control measures at Owner's expense as the City determines to be appropriate.

E. Unless special arrangements are made with two or more adjacent property owners in advance, permitted activities shall be conducted only between the hours of 7:00 a.m. and 6:00 p.m. on weekdays and the hours of 8:00 a.m. and 6:00 p.m. on weekends and legal holidays. Notwithstanding the foregoing, Owner may drop off trailers between the hours of 7:00 a.m. and 9:00 p.m.

F. Noise levels from activity on the Property shall not exceed 75 dB(A) when measured from anywhere outside the property. Back-up beepers and other similar beeping sounds emanating from front-end loaders, track-hoes and other similar equipment shall be disabled when such equipment is being loaded or unloaded on the Property.

G. Noise restrictions shall not apply to construction activities related to the installation of improvements required by this Agreement or normal maintenance activities conducted during permitted business hours as stated in the previous section.

H. Noise for the purpose of removing boulders currently located on the Property shall be permitted to exceed the decibel limitation only after coordinating with two or more adjacent property owners.

I. No signs shall be permitted on the property except as expressly required by this Agreement or by applicable law. A sign shall be placed in a prominent location on the Property reminding Owner and its agents, guests and employees of the restrictions set forth in this Agreement, including, but not limited to, the restrictions relating to the limited hours of operation, noise level restrictions and dust control requirements. Such sign shall be approximately 2 feet by 2 feet.

J. No building, shed or similar enclosed structure shall be built or situated on the Property.

K. Pallets and materials not stored in bins shall not be stacked higher than 4 feet. Bins shall be located on the Property as shown on Exhibit B and shall not exceed 6 feet in height. Notwithstanding the foregoing, at the request of an adjacent property owner, Owner shall install an additional row of concrete ready wall blocks on the bins situated along the property line shared by the requesting adjacent property owner, which will result in the concrete wall height being increased to approximately 8 feet.

L. Vehicular access to the property shall be restricted by the use of a gate and shall be paved for the first 50 ft. from the existing edge of asphalt as shown in Exhibit B.

M. All operations taking place on the Property shall be conducted in a manner that is safe to those working on site, surrounding properties, and the general public.

N. The use of the Property shall be limited to storage of landscaping materials and related equipment that are used in Owner's landscaping business. No purchases, sales or other transactions shall be conducted on the Property. Any future change of use requires amendment to this Development Agreement.

3. REZONE OF PROPERTY

The City hereby agrees to rezone the Property to the LI (Light Industrial) zoning district as defined in the Kaysville City Ordinances, as shown on the map attached hereto as Exhibit A and incorporated by reference herein, effective upon the effective date of this Development Agreement, limiting the use of the property as described in Section 2 of this Agreement on the 1.51 acres of property portrayed in exhibit A.

4. ASSIGNMENT

Owners may assign this Agreement to any other third party provided that the City consents to such assignment, which consent shall not be unreasonably withheld.

5. BINDING EFFECT

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

6. TIMING

It shall be the responsibility of the Owners to implement all the provisions of this Agreement and install any necessary improvements no later than the 15th day of November, 2017.

7. ENFORCEMENT

Kaysville City will perform a monthly inspection for 1 year from the effective date of this Agreement to verify compliance with applicable regulations.

In the event Kaysville City verifies one or more violations of the provisions of the Light Industrial Zoning District, the Kaysville City ordinance, or the provisions of this Agreement, the following process shall take place: Shall be enforced as any other Kaysville City Light Industrial infraction.

8. ATTORNEYS' FEES

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

9. SEVERABILITY

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

10. CAPTIONS

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

11. GOVERNING LAW

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

12. ENTIRE AGREEMENT

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

13. CONSTRUCTION

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

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

KAYSVILLE CITY

By: _____
STEVE A. HIATT
Mayor

ATTEST:
By: _____
Maria Devereux
City Recorder

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

STATE OF UTAH)
)
) : ss.
COUNTY OF DAVIS)

NOTARY PUBLIC

OWNERS

James C. Puffer
Jim Puffer Landscape, Inc.

On the _____ day of _____, 2017, personally appeared before me, James C. Puffer, the signer of the foregoing Development Agreement, who duly acknowledged to me that he executed the same for and on behalf of Jim Puffer Landscape, Inc.

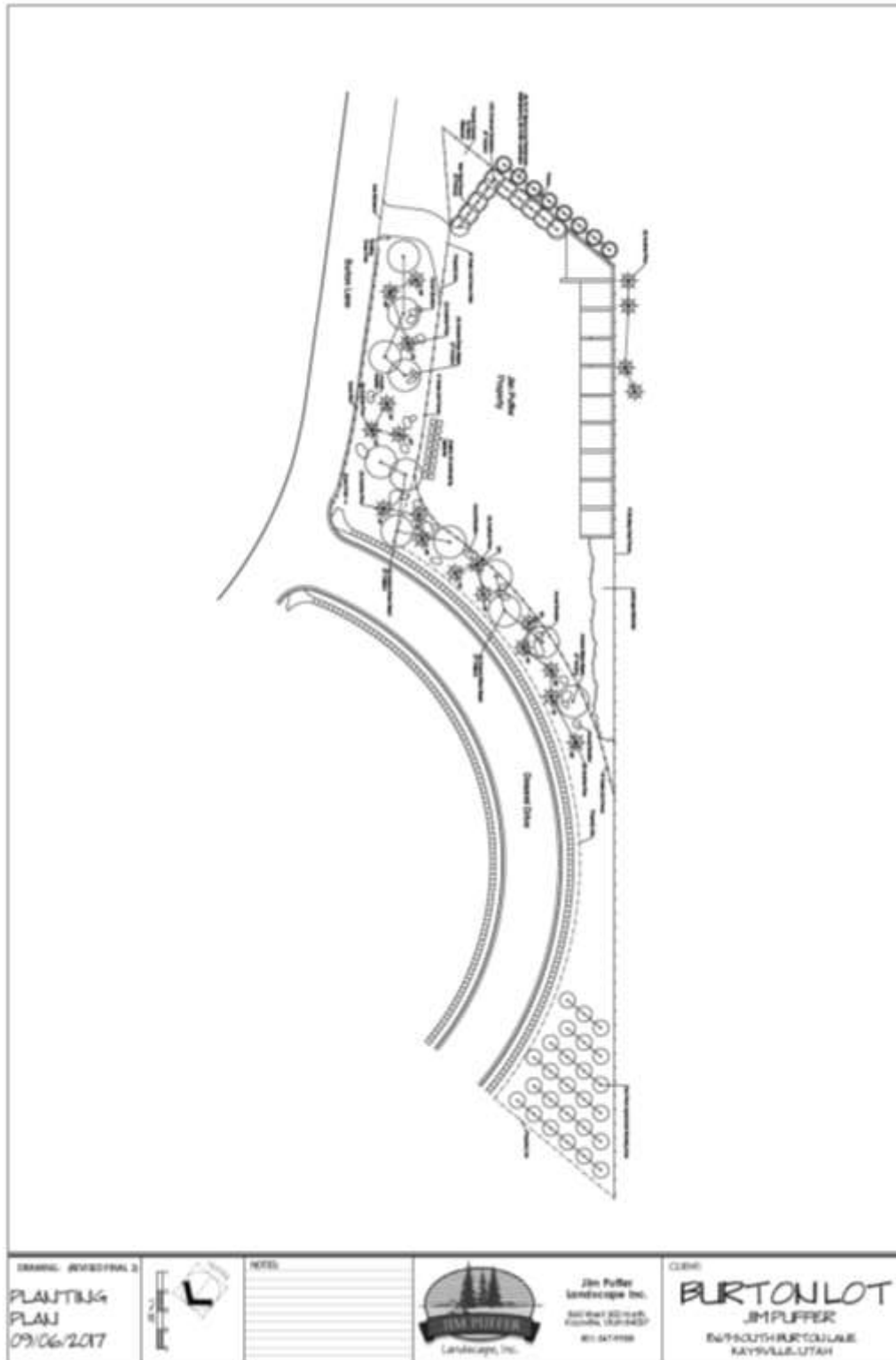
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

Property Address: Approximately 1450 South Burton Lane – Kaysville, UT 84037
Parcel ID: 08-367-0183
Legal Description: OPEN SPACE K, OLD MILL VILLAGE - PHASE 1B CLUSTER
 SUBDIVISION. CONT. 1.51000 ACRES.

[illegible]

EXHIBIT B





Legacy Equipment Company
1220 South Legacy View Street
Salt Lake City, UT 84104
Phone: 801-975-0400
Fax: 801-975-7567
www.legacyeq.com

QUOTATION

Quote ID: NCR0001281-2

Page 1 of 3

1205
Customer: **KAYSVILLE CITY**
721 W. OLD MILL LN.
KAYSVILLE UT 84037

Quote Number: **NCR0001281-2**
Quote Date: 8/15/2017
Quote valid until: 9/14/2017

Contact: **JOSH BELNAP**
Phone: (801) 546-1235
Fax: (801) 544-5646

Salesperson: **TERRY THOMPSON**

QUANTITY		DESCRIPTION	UNIT PRICE	AMOUNT
1	EA	DUMP BODY FOR CHASSIS LESS THAN 20,000 LB GVWR	\$77,771.00	\$77,771.00
1	EA	ONE (1) CRYSTEEL/TBEI 9 FT. STAINLESS STEEL DUMP BODY TO INCLUDE: TRUCK MODEL..... FORD F-550 BODY STYLE..... ETIP BODY ID..... 87 BODY OD..... 96 BODY LENGTH..... 9 FT HOIST MODEL..... LBDUMP STAINLESS OPTION..... YES HEAVY DUTY OPTION..... NO FRAME STYLE..... WESTERN TUBULAR LONGBEAM MATERIAL..... 7GA STEEL CROSSMEMBER SPACING..... N/A LONGBEAM HEIGHT..... 7 INCH FRONT STYLE..... 1/4 INTEGRAL CABSHIELD SIDE STYLE..... BOTH FOLD TAILGATE STYLE..... DOUBLE PANEL QUICK DROP TAILGATE RELEASE STYLE..... MANUAL FRONT HEIGHT..... 42 SIDE HEIGHT..... 14 TAILGATE HEIGHT..... 20 FRONT MATERIAL..... 10GA 201 STAINLESS STEEL SIDE MATERIAL..... 12GA 201 STAINLESS STEEL TAILGATE MATERIAL..... 10GA 201 STAINLESS STEEL FLOOR MATERIAL..... 1/4 AR STEEL WINDOW..... FULL WIDTH 9" X 60" QUICK DROP HANDLE LOCATION..... RIGHT PATCHGATE..... NO PATCHGATE LOCATION..... N/A BOX TOP RAIL..... YES VERTICAL SIDE RIBS..... YES VERTICAL TAILGATE RIBS..... YES FULL HEIGHT FRONT BOARD POCKETS..... NO FULL HEIGHT REAR BOARD POCKETS..... NO REAR LIGHTS..... LED MARKERS/STT REAR OVAL LIGHT CUTOUTS..... 1 FRONT LIGHTS..... NO PRIMER OPTION..... ALL RUSTPROOF LONGSILLS..... YES D-RINGS ON 4 CORNERS* QUICK INSTALL		



Legacy Equipment Company
 1220 South Legacy View Street
 Salt Lake City, UT 84104
 Phone: 801-975-0400
 Fax: 801-975-7567
 www.legacyeq.com

QUOTATION

Quote ID: NCR0001281-2

Page 2 of 3

QUANTITY		DESCRIPTION	UNIT PRICE	AMOUNT
2	EA	1622742 LB510 9'		
1	EA	1622874 INSTALL CARTON		
		1645628 ESA HYDS		
		INSTALLATION ON CUSTOMER SUPPLIED 2017 FORD F-550 CHASSIS		
		LEGACY MUD FLAP INSTALLED BEHIND REAR WHEELS		
		HITCHPLATE WITH 2" RECEIVER TUBE FOR FORD TO INCLUDE:		
		-TWO (2) 5/8" FORGED D-RINGS		
		-PUNCHED HOLE FOR TRAILER PLUG		
		-ICC BUMPER PROTECTION FOR BODIES UP TO 96" WIDE		
		-BLACK POWDER COAT FINISH		
		-INSTALLATION ON CUSTOMER SUPPLIED FORD CHASSIS		
1	EA	BACKUP ALARM-97db		
1	EA	24" LPX LEGEND LIGHTBAR MINI DISCRETE LIGHTBAR MOUNTED CENTER OF CABSHIELD		
1	EA	ONE (1) BOSS 9 FT. SUPER DUTY RT3 SNOWPLOW TO INCLUDE:		
		-8 FT. STEEL MOLDBOARD		
		-PLOW MOUNTING CARTON, HITCH, LIGHTS		
		-SMART TOUCH CONTROL KIT		
		-LIGHT ADAPTER FOR PLOW LIGHTS		
		-INSTALLATION		
1	EA	SWENSON 8' POLYETHYLENE V-BOX SPREADER TO BE MOUNTED IN PICK-UP, DUMP OR FLATBED TRUCK INCLUDING:		
		- 2.0 CUBIC YARD CAPACITY		
		- 12,500 LB TENSILE STRENGTH SELF CLEANING PINTLE CHAIN		
		- HOPPER CONSTRUCTED OF POLYETHYLENE FOR LONG LIFE & SMOOTH FLOW OF MATERIAL		
		- 45 DEGREE SLOPED HOPPER SIDES		
		- INVERTED VEE OVER CONVEYOR CHAIN TO REDUCE LOAD & PREVENT TUNNELING		
		- TOP SCREENS TO PREVENT LARGE CHUNKS & DEBRIS FROM ENTERING HOPPER		
		- SHIELDED HIGH CENTER STOP LIGHT		
		- 13" POLYURETHANE DISC		
		- 2 INTERNAL & 4 EXTERNAL SPINNER BAFFLES		
		- 4 FT - 30 FT SPREAD PATTERN		
		- CENTER LIFT POINT		
		- REPLACEABLE STAINLESS STEEL BOLT-IN CONVEYOR FLOOR		
		- IN-CAB CONTROLS		
		- STAINLESS STEEL ENGINE SHROUD		
		- SWENSON ORANGE		
		- 10 YEAR WARRANTY ON HOPPER		
		- TWO SEALED ELECTRIC MOTORS		
		- INSTALLATION		
1	EA	MOUNTING KIT FOR PV, MDV & X2 SPEADERS		
		- INCLUDES 4 HD 2" NYLON RATCHETING STRAPS & HARDWARE		
1	EA	BOX FOR GROUP 27 BATTERY		
1	EA	MULTI-HITCH COMBO WITH PINTLE & 2" BALL		
1	EA	PINTLE HOOK MOUNT-2" SHANK-CLASS 4		
1	EA	- 7 WAY TRAILER PLUG-ROUND PINS (PLEASE SPECIFY IF FLAT INSTEAD OF ROUND PINS)		
1	EA	- 7 WAY RECEPTACLE RUBBER BOOT		
1	EA	ONE (1) 2017 FORD F-550 CHASSIS XL 4X4 CHASSIS		



Legacy Equipment Company
1220 South Legacy View Street
Salt Lake City, UT 84104
Phone: 801-975-0400
Fax: 801-975-7567
www.legacyeq.com

QUOTATION

Quote ID: NCR0001281-2

Page 3 of 3

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
Quote Total:			\$77,771.00
Sales Tax:			
Total Due:			\$77,771.00

- ◆ Price does not include chassis or equipment modifications that may be necessary due to unforeseen compatibility issues. Customer will be contacted for approval before any modifications are made.
- ◆ Paint, if applicable, will be matched as closely as possible. An exact match cannot be guaranteed.
- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis
- ◆ Quote may not include all applicable Federal Excise Tax, Sales Tax or Delivery Fees.

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

Notes:

August 28, 2017

Crushing of Asphalt and Concrete Debris

On January 18, 2017, I reached out to a Councilperson to ask if they had any contacts I could send an RFP to for crushing concrete and asphalt debris. They indicated that they were unsure of some of the math previously used to justify such work but that they did like the idea of repurposing material and that they wanted to explore the option of renting crushers and performing the work ourselves. I called a few companies (some that they had recommended and some that I had found) to ask about crusher rentals. All but one indicated that they either didn't rent them anymore or that our site and scope weren't viable for their equipment. I met with a rep from Wheeler machinery about rentals and ultimately felt that we did not have the manpower available to dedicate two people for three weeks and I also felt nervous about having inexperienced personnel operating a large crusher.

On March 27th, 2017, Kaysville City Public Works emailed requests for pricing to Crandall Rock, Marriott Construction, TLC Rock and Utah Sand. Pricing was for crushing debris stockpiles of approximately 4,700 CY of asphalt and 1,500 CY of concrete. In the RFP, Public Works asked for a unit price to crush the asphalt, a unit price to crush the concrete and an alternative price option for renting the company's crusher to run ourselves (this was done out of curiosity to better determine possible future pricing for self-performing the work).

Kaysville City received three responses: from TLC, Marriott Construction and Utah Sand. The results were such:

- TLC: \$10.63/CY asphalt, \$9.37/CY concrete (Crusher rental: \$310/hr)
- Utah Sand: \$6.59/CY asphalt, \$16.66/CY concrete (no crusher rental)
- Marriott: \$5.75 /CY asphalt, \$5.75/CY concrete (Crusher rental: \$28,000)

Upon reviewing the bids, it appeared that Marriott was the low price, so they were selected for the work at an estimated total of \$35,650. I made a mistake



SETTLED IN 1850

as the fact that the \$25,000 threshold that requires to send an item like this to the Council didn't even cross my mind. It was an honest mistake on my part, but a mistake nonetheless. Marriott performed the work, and invoiced us on 8/16/17.

The invoice total amounted to \$61,551.25. Surprised by the total, I looked at the items and saw \$26,772 for asphalt crushed, \$6,779.25 for concrete and \$28,000 for the crusher rental. I was originally seeking bids with unit prices that covered all work and costs, but Marriott had thought I just wanted a separate line item to isolate and track the cost for the crusher on its own. After realizing that the crusher "rental" was actually part of the price of crushing and factoring in the \$28,000, Marriott's bid was actually \$7,687 more than Utah Sand and \$366 less than TLC.

Looking back I should have thought to double check with all the vendors, but it seemed to meet what I was looking for, I saw the low bid and prematurely moved forward. In the end, we saved over \$4/ton on road base (see cost sheets), saved over 200 man hours by being able to dump material in town and we have material that meets state spec (see test result sheets) on hand at a moment's notice. This isn't an excuse for my failing to remember the procurement policy, but rather an explanation as to the benefits of continued use of this option.

Based on previous and existing patterns, we'd propose stockpiling debris for about 2 years, then crushing every other year as we either approach exhausting our stockpiles, or to help meet upcoming project demands. The budget line items for paying for the crushing of the material are 10-61-735 for streets, 51-40-480 for water and 56-40-480 for storm water.

Josh Belnap

From: Josh Belnap
Sent: Monday, March 27, 2017 8:54 AM
To: 'crandall@allwest.net'
Cc: Cody Thompson
Subject: Kaysville City Concrete and Asphalt Crushing RFP
Attachments: 170327 Crushing RFP.PDF

Lorie,

Attached is the RFP for crushing our stockpiles. I know you need the material hauled up to you, so if you can indicate that somehow on the sheet.

Thanks.

--

Josh Belnap, P.E.
Public Works Director



Kaysville City
721 West Old Mill Ln
Kaysville, UT 84037
Office: [801-497-7100](tel:8014977100)
Mobile: [801-867-5372](tel:8018675372)
jbelnap@kaysvillecity.com www.kaysvillecity.com

Josh Belnap

From: Josh Belnap
Sent: Monday, March 27, 2017 8:55 AM
To: 'texcavating@aol.com'
Cc: Cody Thompson
Subject: Kaysville City Concrete and Asphalt Crushing RFP - TLC Rock
Attachments: 170327 Crushing RFP.PDF

Kevin,

Attached is the RFP for crushing our stockpiles. I look forward to hearing back from you.

Thanks.

--

Josh Belnap, P.E.

Public Works Director



Kaysville City

721 West Old Mill Ln

Kaysville, UT 84037

Office: [801-497-7100](tel:8014977100)

Mobile: [801-867-5372](tel:8018675372)

jbelnap@kaysvillecity.com www.kaysvillecity.com

March 27, 2017

Request for Proposal: Crushing and Processing Construction Debris

Kaysville City currently has multiple stockpiles of rubblized concrete and asphalt off of Deseret Dr. in Kaysville. Surveys show approximately 4,700 CY ($\pm 10\%$) of asphalt and 1,500 CY ($\pm 10\%$) of concrete. Kaysville City would like to crush and process this material to $\frac{3}{4}$ " minus for reuse in City construction projects and activities (particularly as road base). Attached is a map showing the relative location of the stockpiles (the photo is from July 2016 and stockpile size and locations may have slightly changed).

Kaysville City is seeking bids to crush and process the stockpiles. The contractor will furnish all necessary labor and equipment to complete the work specified. The contractor must have a valid contractor's license and must provide a certificate of insurance.

Please provide at least one of the following:

- 1- Price per crushed and processed Cubic Yard of asphalt: \$10.⁶³ CY
- 2- Price per crushed and processed Cubic Yard of concrete: \$9.³⁷ CY
- 3- Price for renting crusher \$310.⁰⁰ per hour

Please review the RFP, indicate an approximation of the equipment and operators that may be available, complete this form and promptly return it to:

Email: jbelnap@kaysvillecity.com

or

Mail/Deliver: Josh Belnap
721 W Old Mill Ln
Kaysville City, UT 84037

DUE BY: March 31, 2017

Josh Belnap

From: Josh Belnap
Sent: Monday, March 27, 2017 8:57 AM
To: 'sam@utahsand.com'
Cc: Cody Thompson
Subject: Kaysville City Concrete and Asphalt Crushing RFP - Utah Sand
Attachments: 170327 Crushing RFP.PDF

Sam,

Attached is the RFP for crushing our stockpiles. I look forward to hearing back from you.

Thanks.

--

Josh Belnap, P.E.

Public Works Director



Kaysville City

721 West Old Mill Ln

Kaysville, UT 84037

Office: [801-497-7100](tel:8014977100)

Mobile: [801-867-5372](tel:8018675372)

jbelnap@kaysvillecity.com www.kaysvillecity.com



SETTLED IN 1850

March 27, 2017

Request for Proposal: Crushing and Processing Construction Debris

Kaysville City currently has multiple stockpiles of rubblized concrete and asphalt off of Deseret Dr. in Kaysville. Surveys show approximately 4,700 CY ($\pm 10\%$) of asphalt and 1,500 CY ($\pm 10\%$) of concrete. Kaysville City would like to crush and process this material to $\frac{3}{4}$ " minus for reuse in City construction projects and activities (particularly as road base). Attached is a map showing the relative location of the stockpiles (the photo is from July 2016 and stockpile size and locations may have slightly changed).

Kaysville City is seeking bids to crush and process the stockpiles. The contractor will furnish all necessary labor and equipment to complete the work specified. The contractor must have a valid contractor's license and must provide a certificate of insurance.

Please provide at least one of the following:

- 1- Price per crushed and processed Cubic Yard of asphalt: \$6.59 yd³, \$4.25 ton
2- Price per crushed and processed Cubic Yard of concrete: \$16.66 yd³, \$10.75 ton
3- Price for renting crusher _____

Please review the RFP, indicate an approximation of the equipment and operators that may be available, complete this form and promptly return it to:

Email: jbelnap@kaysvillecity.com

or

Mail/Deliver: Josh Belnap
721 W Old Mill Ln
Kaysville City, UT 84037

Concrete price is elevated
Due to the Amount of trash.
Additional equipment
and labor required for such
A low volume.

DUE BY: March 31, 2017

Josh Belnap

From: Josh Belnap
Sent: Monday, March 27, 2017 11:06 AM
To: 'rmc@marriottconst.com'
Cc: Cody Thompson
Subject: Kaysville City Concrete and Asphalt Crushing RFP - Marriott Construction
Attachments: 170327 Crushing RFP.PDF

Attached is the RFP for crushing our stockpiles. I look forward to hearing back from you.

Thanks.

--

Josh Belnap, P.E.

Public Works Director



Kaysville City

721 West Old Mill Ln

Kaysville, UT 84037

Office: [801-497-7100](tel:8014977100)

Mobile: [801-867-5372](tel:8018675372)

jbelnap@kaysvillecity.com www.kaysvillecity.com

Date 8/16/2017

Randy Marriott Construction
5238 W. 2150 N,
Ogden, UT 84404
Telephone 801-731-7252 Fax 801-731-1008

Proposal

TO: Kaysville City

DATE: 5-31-17

PROJECT:
Crushing & Processing Construction Debris

WE HEREBY PROPOSE THE FOLLOWING:

Price per crushed and processed CY of Asphalt: \$5.75
(Price for labor and excavator to feed crusher)

Price per crushed and processed CY of Concrete: \$5.75
(Price for labor and excavator to feed crusher)

Price for Crusher Rental: \$28,000.00
(Based on 1 month rental, including fuel)

****Permits not included**

Signed: Robert DeFries
Robert DeFries

The above proposal is hereby accepted and authorization is given to Randy Marriott Construction to proceed with the described work. It is also agreed that payment will be made within 30 days of invoicing.

Signed; _____

Kaysville Crushing Cost Analysis

Crushed Material Usage in Tons

2017

Price to purchase		Price per ton	
2017 Geneva Purchase Quote		\$	13.25
2017 Staker Purchase Quote		\$	10.90
2017 Lakeview Purchase Quote		\$	8.30
Average Purchase Price		\$	10.82

	Tons (Projected)	Purchase Value
Water	3413.48	\$ 36,922.42
Streets	2654.93	\$ 28,717.44
Storm Water	758.55	\$ 8,204.98
Misc	758.55	\$ 8,204.98
Total	7585.5	\$ 82,049.83

Crushed Material Usage in Cubic Yards (assume 1.3 TN/CY)

2017	Price to purchase		Price per CY	
	2017 Geneva Purchase Quote		\$	17.23
	2017 Staker Purchase Quote		\$	14.17
	2017 Lakeview Purchase Quote		\$	10.79
	Average Purchase Price		\$	14.06
			CY (Projected)	Purchase Value
Water			2625.75	\$ 36,922.42
Streets			2042.25	\$ 28,717.44
Storm Water			583.5	\$ 8,204.98
Misc			583.5	\$ 8,204.98
Total			5835	\$ 82,049.83

Recycle Cost

2017		
	Loader, Hoe and Labor	\$ 33,551.25
	Crusher	\$ 28,000.00
	Total	\$ 61,551.25

Asphalt/Concrete Debris Disposal in Clearfield (internal cost for dumping 7585.5 TN)

2017	Rate	Unit	Count	Time	Total Cost
	\$0.29/mi	16 miles	690 trips	0.5 hr	\$ 3,201.60
	\$21/hr	hr	690 trips	0.5 hr	\$ 7,245.00
	\$50/load	load	690 trips	--	\$ 34,500.00
	Total				\$ 44,946.60

Asphalt/Concrete Debris Disposal in Kaysville (internal cost for dumping 7585.5 TN)

2017	Rate	Unit	Count	Time	Total Cost
	\$0.29/mi	2 miles	690 trips	0.2 hr	\$ 400.20
	\$21/hr	hr	690 trips	0.2 hr	\$ 2,898.00
	\$0	load	690 trips	--	\$ -
Total					\$ 3,298.20

Road Base Pickup From Pit (internal cost for hauling 7585.5 TN from 18 miles away)

2017	Rate	Unit	Count	Time	Total Cost
	\$0.29/mi	36 miles	584 trips	--	\$ 6,096.96
	\$21/hr	hr	584 trips	.67 hr	\$ 8,176.41
Total					\$ 14,273.37

Road Base Delivered From Pit (cost for having 7585.5 TN delivered by vendor)

2017	Avg Rate	Unit	Count	Time	Total Cost
	\$ 10.50	Ton	7585.5 Tons	--	\$ 79,647.75
	Total				\$ 79,647.75

Kaysville Option Costs

Option 1 - Dump Material in Kaysville and Crush for State Spec Road Base

2017		
Cost for dumping 7585.5 TN in Kaysville	\$	3,298.20
Cost for crushing 7585.5 TN of debris to meet state spec	\$	61,551.25
Total	\$	64,849.45

Option 2 - Dump Material in Clearfield and Purchase State Spec Road Base

2017		
Cost for dumping 7585.5 TN in Clearfield	\$	44,946.60
Cost to buy 7585.5 TN of state spec road base @\$10.82/TN	\$	82,049.83
Cost to haul 7585.5 TN with our trucks	\$	14,273.37
Total	\$	141,269.79

Option 3 - Dump Material in Clearfield and Purchase Delivered State Spec Road Base

2017		
Cost for dumping 7585.5 TN in Clearfield	\$	44,946.60
Cost to buy 7585.5 TN of state spec road base @\$10.82/TN	\$	82,049.83
Cost to have 7585.5 TN delivered by vendor	\$	79,647.75
Total	\$	206,644.18

Kaysville Cost Savings

2017		
Final price per ton to buy and haul road base	\$	12.71
Final price per ton to buy delivered road base	\$	21.32
Final unit cost to dump in kaysville and recycle debris	\$	8.55
Total annual savings by dumping in Town and crushing	\$	76,420.34
Man Hours saved by dumping in Town vs Clearfield		207



1497 West 40 South
Lindon, Utah - 84042
Phone (801) 225-5711

3662 West 2100 South
Salt Lake City, Utah - 84120
Phone (801) 787-9138

1596 W. 2650 S. #108
Ogden, Utah - 84401
Phone (801) 399-9516

June 6, 2017

Kaysville City
23 East Center Street
Kaysville, UT 84637

Subject: Results of Laboratory Tests of the sample received at our lab on: 7/13/16
Job No.: 165077 Job Name: Kaysville City Miscellaneous Lab Testing
Earthtec Engineering Reference: 165077_Lab 01_7/13/16

Sample of: Dark brown poorly graded SAND (SP-SM) with gravel: A-1-a
Used for: Base Course

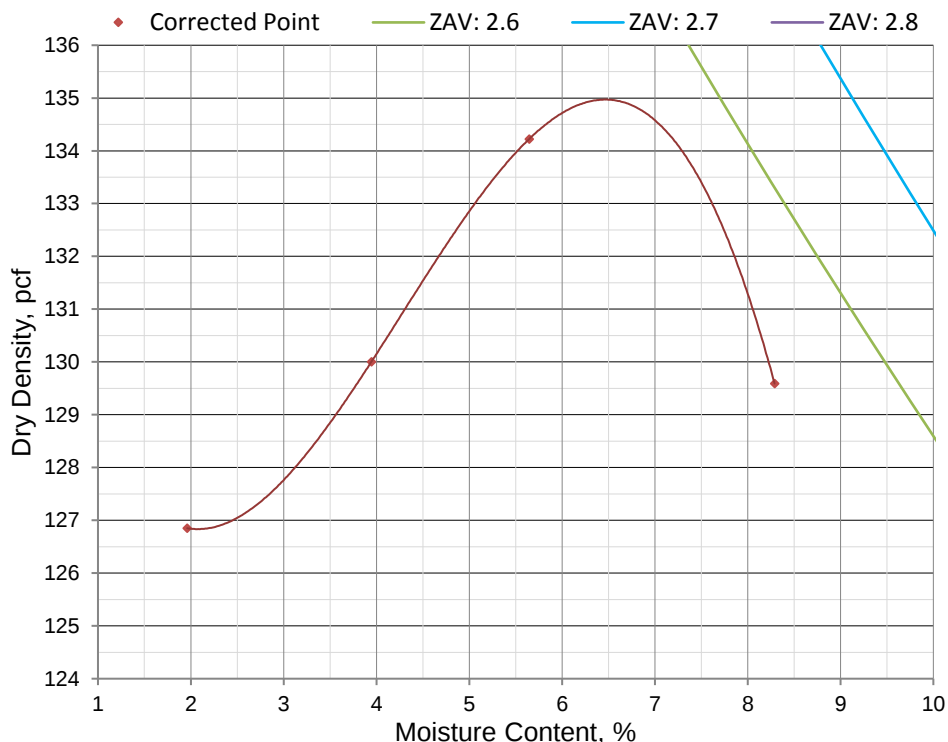
Material Source: Recycled Asphalt Base Course Stockpile
Sampled From: Burton Lane Substation

The results of our laboratory testing are as follows:

TEST PROCEDURE ASTM D422		
Sieve Size	Result	Spec.
5"	--	100
4"	100	100
3"	100	100
2"	100	100
1 1/2"	100	100
1"	99	90 100 ±9.0
3/4"	94	70-85 ±9.0
1/2"	88	65-80 ±9.0
3/8"	83	55-75 ±9.0
No. 4	59	40-65 ±7.0
No. 8	44	--
No. 10	41	--
No. 16	33	25-40 ±5.0
No. 30	24	--
No. 40	21	--
No. 50	18	--
No. 100	11	--
No. 200	8	7-11 ±3.0
Oversize (3/4"+)	5.5%	--
COBBLES	0%	--
GRAVEL	41%	--
SAND	51%	--
FINES	8%	--

TEST PROCEDURE ASTM D4318		
	Result	Spec.
Liquid Limit	15	--
Plastic Limit	N.P.	--
Plasticity Index	N.P.	--

TEST PROCEDURE ASTM C127/C128		
(Estimated Values)	Result	Spec.
Specific Gravity	2.63	--
Bulk Specific Gravity (SSD)	--	--
Apparent Specific Gravity	--	--
Absorption %	1.3	--



Comments: The sample of recycled asphalt base course, as received in lab, appears to be within the job mix gradation tolerance of UDOT UTBC, Section 02721, Table 2.

TEST METHOD ASTM D1557	
Max Dry Density (Corrected)	135.0 PCF
Optimum Moisture (Corrected)	6.5%
Procedure (Mechanical)	C

EARTHTEC ENGINEERING

Mitchell S. Hill

Mitchell S. Hill

Director of Operations - Ogden

NOTE: This report indicates the results of the tests performed by EE. This report is not an engineering approval for the application of the material. This must be determined by the engineer of record or onsite specifications for the project.



1497 West 40 South
Lindon, Utah - 84042
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Salt Lake City, Utah - 84120
Phone (801) 787-9138

1596 W. 2650 S. #108
Ogden, Utah - 84401
Phone (801) 399-9516

June 6, 2017

Kaysville City
23 East Center Street
Kaysville, UT 84637

Subject: Results of Laboratory Tests of the sample received at our lab on: 7/13/16
Job No.: 165077 Job Name: Kaysville City Miscellaneous Lab Testing
Earthtec Engineering Reference: 165077_Lab 02_7/13/16

Sample of: Gray brown poorly graded GRAVEL (GP-GM) with silt and sand: A-1-a
Used for: Base Course

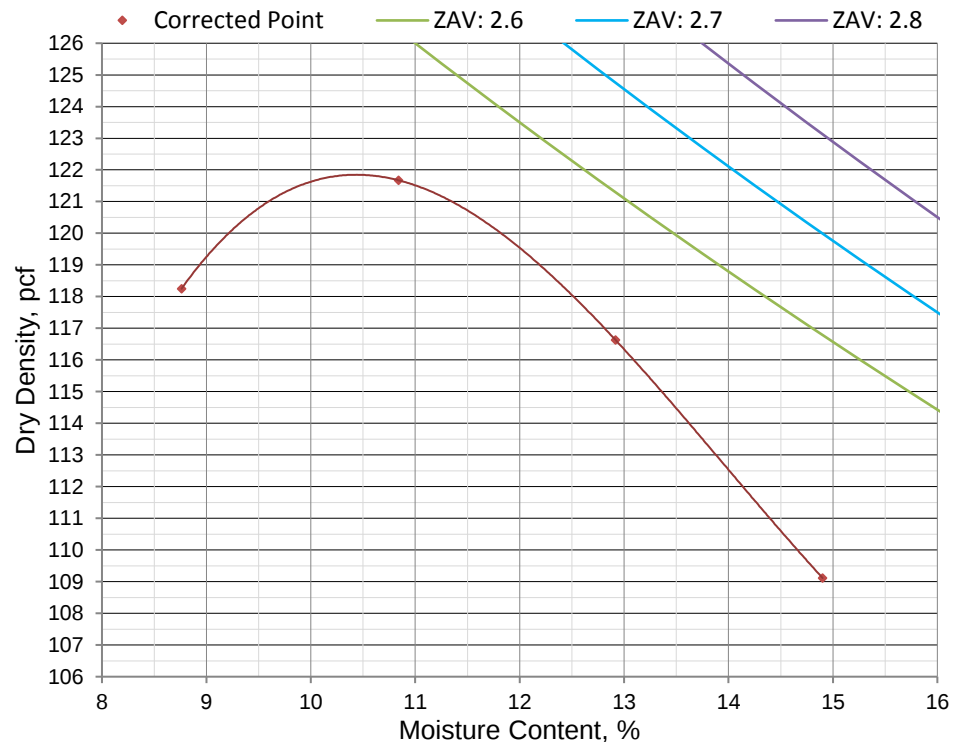
Material Source: Recycled Concrete Base Course Stockpile
Sampled From: Burton Lane Substation

The results of our laboratory testing are as follows:

TEST PROCEDURE ASTM D422		
Sieve Size	Result	Spec.
5"	--	100
4"	100	100
3"	100	100
2"	100	100
1 1/2"	100	100
1"	99	90 100 ±9.0
3/4"	90	70-85 ±9.0
1/2"	69	65-80 ±9.0
3/8"	58	55-75 ±9.0
No. 4	40	40-65 ±7.0
No. 8	29	--
No. 10	27	--
No. 16	22	25-40 ±5.0
No. 30	16	--
No. 40	14	--
No. 50	12	--
No. 100	9	--
No. 200	7	7-11 ±3.0
Oversize (3/4"+)	10.4%	--
COBBLES	0%	--
GRAVEL	60%	--
SAND	33%	--
FINES	7%	--

TEST PROCEDURE ASTM D4318		
	Result	Spec.
Liquid Limit	20	--
Plastic Limit	N.P.	--
Plasticity Index	N.P.	--

TEST PROCEDURE ASTM C127/C128		
(Estimated Values)	Result	Spec.
Specific Gravity	2.63	--
Bulk Specific Gravity (SSD)	--	--
Apparent Specific Gravity	--	--
Absorption %	1.3	--



Comments: The sample of recycled concrete base course, as received in lab, appears to be within the job mix gradation tolerance of UDOT UTBC, Section 02721, Table 2.

TEST METHOD ASTM D1557	
Max Dry Density (Corrected)	121.9 PCF
Optimum Moisture (Corrected)	10.5%
Procedure (Mechanical)	C

EARTHTEC ENGINEERING

Mitchell S. Hill

Mitchell S. Hill

Director of Operations - Ogden

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1497 West 40 South
Lindon, Utah - 84042
Phone (801) 225-5711

8821 S. Redwood Rd. Ste A1
West Jordan, Utah - 84088
Phone (801) 787-9138

1596 W. 2650 S. #108
Ogden, Utah - 84401
Phone (801) 399-9516

June 19, 2017

Kaysville City
23 East Center Street
Kaysville, UT 84637

Subject: Results of Laboratory Tests of the sample received at our lab on: 6/14/17
Job No.: 175070 Job Name: Kaysville City Miscellaneous Lab Testing
Earthtec Engineering Reference: 175070_Lab 04_6/14/17

Sample of: Dark Brown poorly-graded GRAVEL (GP-GM) with silt and sand
Used for: Base Course

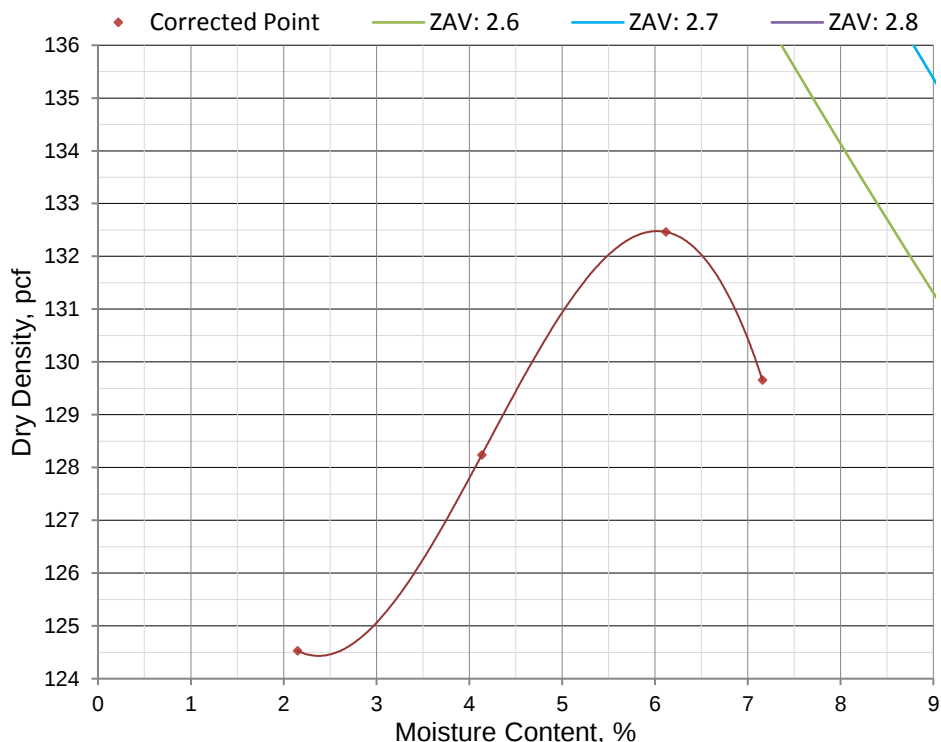
Material Source: Recycled Asphalt Base Course Stockpile
Sampled From: Burton Lane Substation at South Stockpile

The results of our laboratory testing are as follows:

TEST PROCEDURE ASTM D422		
Sieve Size	Result	Spec.
5"	--	100
4"	100	100
3"	100	100
2"	100	100
1 1/2"	100	100
1"	100	90-100 ±9.0
3/4"	94	70-85 ±9.0
1/2"	78	65-80 ±9.0
3/8"	63	55-75 ±9.0
No. 4	36	40-65 ±7.0
No. 8	27	--
No. 10	26	--
No. 16	22	25-40 ±5.0
No. 30	20	--
No. 40	16	--
No. 50	13	--
No. 100	10	--
No. 200	6	7-11 ±3.0
Oversize (3/4"+)	5.5%	--
COBBLES	0%	--
GRAVEL	64%	--
SAND	30%	--
FINES	6%	--

TEST PROCEDURE ASTM D4318		
	Result	Spec.
Liquid Limit	15	--
Plastic Limit	N.P.	--
Plasticity Index	N.P.	--

TEST PROCEDURE ASTM C127/C128		
(Estimated Values)	Result	Spec.
Specific Gravity	2.63	--
Bulk Specific Gravity (SSD)	--	--
Apparent Specific Gravity	--	--
Absorption %	1.3	--



Comments: The sample of recycled asphalt base course, as received in lab, appears to be within the job mix gradation tolerance of UDOT UTBC, Section 02721, Table 2.

TEST METHOD ASTM D1557	
Max Dry Density (Corrected)	124.5 PCF
Optimum Moisture (Corrected)	8.8%
Procedure (Mechanical)	C

EARTHTEC ENGINEERING

Mitchell S. Hill

Mitchell S. Hill

Director of Operations - Ogden

NOTE: This report indicates the results of the tests performed by EE. This report is not an engineering approval for the application of the material. This must be determined by the engineer of record or onsite specifications for the project.



1497 West 40 South
Lindon, Utah - 84042
Phone (801) 225-5711

8821 S. Redwood Rd. Ste A1
West Jordan, Utah - 84088
Phone (801) 787-9138

1596 W. 2650 S. #108
Ogden, Utah - 84401
Phone (801) 399-9516

June 14, 2017

Kaysville City
23 East Center Street
Kaysville, UT 84637

Subject: Results of Laboratory Tests of the sample received at our lab on: 6/8/17
Job No.: 175070 Job Name: Kaysville City Miscellaneous Lab Testing
Earthtec Engineering Reference: 175070_Lab 01_6/8/17

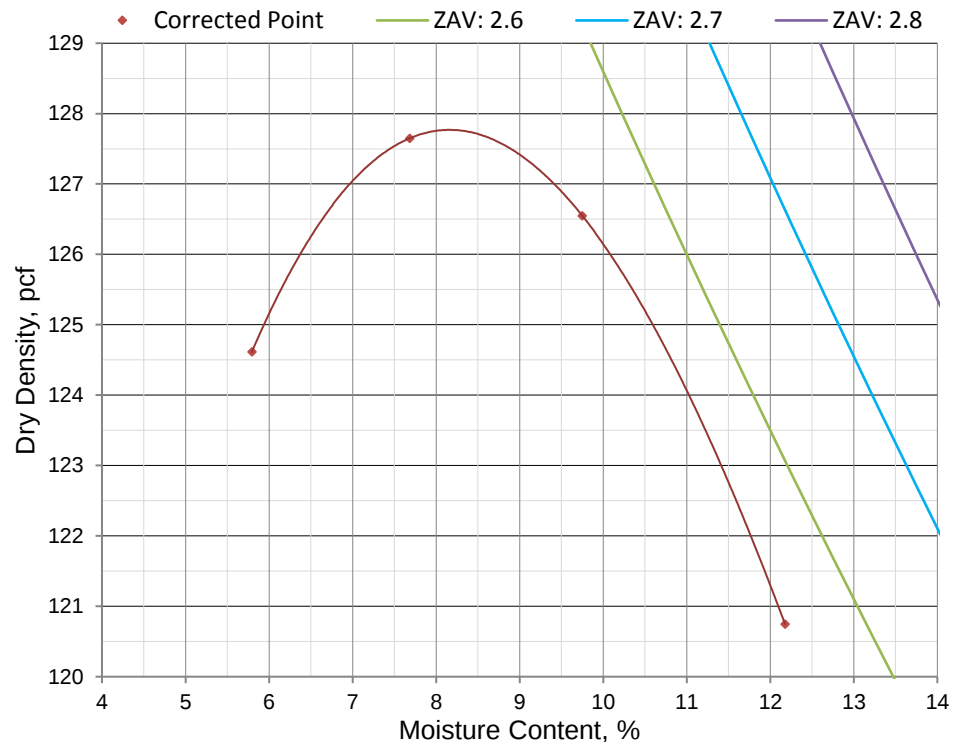
Sample of: Brown well-graded GRAVEL (GW-GM) with silt and sand Material Source: Recycled Concrete Base Course Stockpile
Used for: Base Course Sampled From: Burton Lane Substation at Conveyor

The results of our laboratory testing are as follows:

TEST PROCEDURE ASTM D422		
Sieve Size	Result	Spec.
5"	--	100
4"	100	100
3"	100	100
2"	100	100
1 1/2"	100	100
1"	100	90-100 ±9.0
3/4"	90	70-85 ±9.0
1/2"	75	65-80 ±9.0
3/8"	67	55-75 ±9.0
No. 4	49	40-65 ±7.0
No. 8	39	--
No. 10	38	--
No. 16	33	25-40 ±5.0
No. 30	28	--
No. 40	26	--
No. 50	20	--
No. 100	14	--
No. 200	10	7-11 ±3.0
Oversize (3/4"+)	10.1%	--
COBBLES	0%	--
GRAVEL	51%	--
SAND	39%	--
FINES	10%	--

TEST PROCEDURE ASTM D4318		
	Result	Spec.
Liquid Limit	12	--
Plastic Limit	N.P.	--
Plasticity Index	N.P.	--

TEST PROCEDURE ASTM C127/C128		
(Estimated Values)	Result	Spec.
Specific Gravity	2.63	--
Bulk Specific Gravity (SSD)	--	--
Apparent Specific Gravity	--	--
Absorption %	1.3	--



Comments: The sample of recycled concrete base course, as received in lab, appears to be within the job mix gradation tolerance of UDOT UTBC, Section 02721, Table 2.

TEST METHOD ASTM D1557	
Max Dry Density (Corrected)	127.7 PCF
Optimum Moisture (Corrected)	8.2%
Procedure (Mechanical)	C

EARTHTEC ENGINEERING

Mitchell S. Hill

Mitchell S. Hill

Director of Operations - Ogden

NOTE: This report indicates the results of the tests performed by EE. This report is not an engineering approval for the application of the material. This must be determined by the engineer of record or onsite specifications for the project.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE
ESTABLISHING A CIVIL FEE FOR PARKING VIOLATIONS

WHEREAS, the Kaysville City Code 6-2b-7 provides for a Civil Fee for Parking Violations in the amount established from time to time by Resolution of the City Council; and

WHEREAS, it is the intent of the City Council to establish a fee and incorporate the fee in the Kaysville City Consolidated Fee Schedule.

NOW THEREFORE, be it resolved by the City Council of Kaysville City, Utah that the Consolidated Fee Schedule be amended to include a Civil Fee for Parking Violations in the amount of \$40.00.

This Resolution shall become effective upon adoption.

Approved and Adopted this 7th day of September 2017.

STEVE A. HIATT
Mayor

SEAL

ATTEST:

Maria Devereux
City Recorder



KAYSVILLE CITY COUNCIL

Meeting Minutes

August 24, 2017

Meeting minutes of a special City Council meeting on August 24, 2017, at 6:30 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

Present: Mayor Hiatt, Council Member Snell, Council Member Page, Council Member Lee, and Council Member Adams.

Excused: Council Member Garn.

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, City Recorder Maria Devereux, Lorene Kamalu and Katie Witt.

6:30 p.m. CITY COUNCIL MEETING

CANVASS RESULTS

Maria Devereux, City Recorder, explained the Davis County Canvass results for the 2017 Municipal Primary Election. The results for the Mayoral candidates are: Lorene Kamalu 2440 votes 42.20%, Rustin Jessen 1208 votes 20.89% and Katie Witt 2134 votes 36.91%. Lorene Kamalu and Katie Witt will move forward to the General Election. She noted that the municipal General Election will be held on November 7, 2017.

Council Member Lee made a motion to confirm the Canvass results, second by Council Member Adams.

The vote on the motion was as follows:

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

The motion passed unanimously.

MINUTES

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

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

The vote on the motion was as follows:

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

The motion passed unanimously.

ADJOURNMENT

Council Member Adams made a motion for adjournment at 6:39 p.m., second by Council Member Lee and passed unanimously.

Maria T. Devereux



KAYSVILLE CITY COUNCIL

Meeting Minutes

September 6, 2017

Meeting minutes of a special City Council meeting on Wednesday, September 6, 2017 at 6:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

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

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, City Recorder Maria Devereux, City Attorney Felshaw King, Judge Waldrop, Lorene Kamalu and Katie Witt.

6:00 p.m. CITY COUNCIL MEETING

Mayor Hiatt welcomed those in attendance.

CLOSED SESSION

Council Member Garn made a motion to enter into a closed session, pursuant to Utah Code Annotated §52-4-205, to discuss pending or reasonably imminent litigation at 6:05 p.m., second by Council Member Snell.

The vote on the motion was as follows:

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

The motion passed unanimously.

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

CONSIDERATION OF BRIDGE SETTLEMENT AGREEMENT

Shayne Scott, City Manager, explained that City staff and legal staff took part in a mediation in regard to the bridge settlement. He noted that the document was prepared and asked the Council to review the document for their approval.

Council Member Garn made a motion to approve the settlement agreement for the bridge, second by Council Member Snell.

Council Member Page noted that he is in favor of approving the agreement and moving forward.

Council Member Lee noted that she is in favor of agreement and is happy to support it.

Council Member Adams stated that he agrees that this resolution will have the best outcome.

The vote on the motion was as follows:

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

The motion passed unanimously.

ADJOURNMENT

Council Member Adams made a motion for adjournment at 8:13 p.m., second by Council Member Lee and passed unanimously.

Maria T. Devereux



KAYSVILLE CITY COUNCIL

Meeting Minutes

August 17, 2017

Meeting minutes of a Kaysville Regular City Council Meeting on August 17, 2017, at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

Present: Council Member Snell, Council Member Page, Council Member Garn, Council Member Adams.

Excused: Mayor Hiatt, Council Member Lee.

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

CALL TO THE PUBLIC

Council Member Snell, Mayor Pro Tem, opened Call to the Public and explained that the public may address agenda items and limit comments to three minutes.

Dean Wall inquired about 'no parking' signs and noted they haven't been installed and erected yet.

Tammy Wursten noted that the Pickleball courts are well used and the new lighting works well for the players.

Andy Thompson, City Engineer, stated that signs have been ordered and should be installed next week.

CONTRACT WITH JRCA ARCHITECTS, INC.

Shayne Scott, City Manager, explained that JRCA is an architectural firm that has been working with the City the past several years on a variety of projects including the police station and the facilities master plan. He noted that it was their knowledge of the latter that encouraged staff to engage them in the work necessary to develop plans for the Old Library. Over the past several months City staff has been working with JRCA on a plan for the Old Library and feels it is time that they formalize a relationship with JRCA on current and future work to the Old Library building.

Council Member Garn made a motion to accept the contract with JRCA, second by Council Member Page.

Council Member Snell noted that there has been a committee that has met and discussed the purposes of the old library building. He noted that there is a need to use the space and that the building has been unoccupied for several years.

The vote on the motion was as follows:

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

The motion passed three to zero.

BUCKET TRUCK PURCHASE FOR PARKS AND RECREATION.

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

Cole Stephens explained that the purchase is \$35,000 less than originally budgeted.

Council Member Page made a motion to direct staff to purchase the bucket truck for \$61,000.00, second by Council Member Garn.

The vote on the motion was as follows:

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

The motion passed three to zero.

**CONSIDERATION FOR THE DISCHARGE OF SHOTGUNS FOR THE PURPOSE OF
PHEASANT HUNTING AS PERMITTED WITHIN KAYSVILLE CITY**

Shayne Scott, City Manager, explained Jeff Holmes is petitioning the City for permission to hunt on his property again for the 2017-2018 season. The proposal previously submitted and approved from 2015 and 2016 allowed Mr. Homes to hunt within a small section of a field within the west Kaysville City boundary. He explained that with the proposed highway this opportunity will certainly disappear over the next few years, so Mr. Holmes would really like to take advantage of the short time before that happens. Although there has been continued development, the logistics of the surrounding growth hasn't changed as far as the proximity of any new structures that would be of concern or conflict.

Council Member Garn made a motion to approve the hunting of water fowl within a small section within the west Kaysville City boundary, second by Council Member Snell.

The vote on the motion was as follows:

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

The motion passed three to zero.

UTOPIA FRANCHISE AGREEMENT PETITION

Shayne Scott, City Manager, explained that UTOPIA Fiber Networks has made an application to operate telecommunication facilities and use the public rights-of-way. UTOPIA has successfully met all the application requirements and now requests a Franchise Agreement. He noted that Staff and the City Attorney have reviewed the Agreement and recommend the adoption of the Franchise Agreement.

Council Member Page made a motion to adopt the agreement with UTOPIA Fiber Networks, second by Council Member Garn.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, excused
Council Member Garn, Yea
Council Member Lee, Excused

The motion passed three to zero.

ROUCHE LANE PONDS AGREEMENT

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

Mr. Terry, resident, explained that he appreciates the discussion between neighbors, Council and City staff. He noted that the City is growing and is happy with the agreement. He noted that if the agreement is the first step in fixing the issues.

Scott Hirschi, resident, stated that he appreciates the Council and staff trying to help with this issue. He explained that the agreement is satisfactory but would like it to be more detailed.

Council Member Page made a motion to approve the Rouche Lane Ponds Agreement, second by Council Member Garn.

Council Member Page asked for clarification, he asked about the history of the ponds.

Shayne Scott, City Manager, noted that the agreement will be not be valid unless the parties involved agree.

The vote on the motion was as follows:

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

The motion passed three to zero.

CONSIDERATION OF DEVELOPMENT AGREEMENT AND REZONE OF 2.84 ACRES OF PROPERTY FROM R-1-8 (SINGLE FAMILY RESIDENTIAL) TO THE HC (HEALTH CARE) ZONING DISTRICT.

Andy Thompson, City Engineer, explained that the applicant has submitted a request to rezone the subject property to the HC zoning district for the purpose of accommodating an assisted living center. The property fronts Main Street and is surrounded by the R-1-8 zoning district with the exception of the PU zoning district across the street where the USU Botanical Center is located. He explained that as proposed the only access to the assisted living center would be from Main Street by means of access immediately across from Burton Lane. The facility is proposed with 75 rooms. The zoning requires that the rezone be accompanied with a development agreement. The development agreement ensures that with the rezone the building as proposed will be what is ultimately built including architecture and site layout details.

Council Member Garn inquired about parking and the number of parking stalls.

Mr. Whitaker noted that there would be approximately 35 parking stalls in the front for staff and family and explained that people in the Type II assisted living facility aren't usually able to drive.

Council Member Page made a motion to approve the development agreement and the rezone of 2.84 acres of property from R-1-8 (single family residential) to the Health Care zoning district, second by Council Member Garn.

Council Member Garn stated that this is a good location with an exit onto Main Street.

Council Member Snell noted that Mr. Whitakers properties are well taken care of.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Abstain
Council Member Garn, Yea
Council Member Lee, Excused

The motion passed three to zero with one abstention.

SUNSET EQUESTRIAN ESTATES PLAT 18

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

Council Member Page made a motion to accept the improvements to Sunset Equestrian Estates Plat 18, second by Council Member Garn

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Abstain
Council Member Garn, Yea
Council Member Lee, Excused

The motion passed three to zero with one abstention.

MINUTES

Minutes of August 3, 2017 will be reviewed and approved at the next meeting.

CALENDAR ITEMS

The current calendar items are listed on the website.

COUNCIL MEMBER REPORTS

Mayor Hiatt explained that August 24, 2017 is the official Primary Election Canvass and noted that a special meeting will need to be held.

Council Member Snell noted that Pickleball has generated a nice revenue thus far. He noted that the game of Pickleball has brought many people from the community together. He praised the efforts of Tammy Wursten and the volunteers that worked hard to bring courts to Kaysville City.

CLOSED SESSION

Council Member Adams, made a motion to enter into closed session at 9:05 pm, second by Council Member Snell.

The vote on the motion was as follows:

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

The motion passed unanimously.

Closed Meeting Pursuant to Utah Code Annotated §52-4-205 Strategy session to discuss pending or reasonably imminent litigation.

Council Member Garn made a motion to move out of closed session, second by Council Member Page and passed three to one.

AUTHORIZATION TO MEDIATE BRIDGE SETTLEMENT

Shayne Scott, City Manager, explained that City staff is looking for the ability to mediate the bridge settlement. He noted that this matter will be moving forward for mediation in the near future.

Council Member Page made a motion to authorize staff to mediate the bridge settlement, second by Council Member Garn.

The vote on the motion was as follows:

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

The motion passes three to one.

ADJOURNMENT

Council Member Page made a motion for adjournment 10:26p.m., second by Council Member Garn and passed unanimously.

Maria Devereux/City Recorder



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville Business Park Architectural Review Committee will hold a special meeting followed by a regular City Council meeting on Thursday, September 7, 2017, starting at 6:45 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

The agenda shall be as follows:

6:00 p.m. ASK THE COUNCIL/PUBLIC Q & A

1. Mayor Steve Hiatt will be available for discussion related to any topic that pertains to our community and the business of the City.

6:45 p.m. KAYSVILLE BUSINESS PARK ARCHITECTURAL REVIEW COMMITTEE MEETING

1. Lot 3 of Kaysville Business Park 27 - Material Change Review.

7:00 p.m. CITY COUNCIL MEETING

The agenda shall be as follows:

1. Opening – Council Member Larry Page.
2. Call to the Public.
3. DTC Allied Health Building Request/Presentation.
4. Consideration of a Development Agreement and Rezone of 1.53 acres of property at 1450 South Burton Lane from the R-1-20 (Single Family Residential) to the LI (Light Industrial) zoning district. – Jim Puffer
5. Power Department Report – Gary Hatch, Power Director.
6. Plow Truck Purchase for the Public Works Department – Josh Belnap.
7. Bid Approval for Material Crushing – Josh Belnap.
8. Consideration of a Resolution amending the Consolidated Fee Schedule establishing a civil fee for parking violations.
9. Minutes.
10. Council Member Reports.
11. Calendar.
12. Consideration of Closed Meeting Pursuant to Utah Code Annotated §52-4-205
(c) Strategy session to discuss pending or reasonably imminent litigation.
13. Adjournment.

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

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on September 1, 2017.

Maria T. Devereux
City Recorder