

Mayor
• Robert Dandoy

City Manager
• Matt Andrews



Council Members
• Jan Burrell
• Joe Paul
• Bryon Saxton
• Ann Jackson
• Diane Wilson

ROY CITY COUNCIL MEETING AGENDA

JANUARY 7, 2020 – 5:30 P.M.

ROY CITY COUNCIL CHAMBERS – 505 I SOUTH 1900 WEST

A. Welcome & Roll Call

B. Moment of Silence

C. Pledge of Allegiance

D. Consent Items

(These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately)

1. Approval of the November 19, 2019 and December 10, 2019 Roy City Council Meeting Minutes
2. Sale of Surplus Property for Public Works Department, One Ford F-150 and one 1998 80ft. man lift JLG
3. Planning Commission nominations of Chair & Vice Chair for 2020

E. Action Items

1. Swearing in of City Councilmembers, Joe Paul, Ann Jackson, and Diane Wilson
2. Swearing in of Officer Matt Glenn
3. Employee of the Month
4. Approval of the Mayor Pro-Tem and changes to the Liaison Assignments
5. Resolution 20-1 Approving a Contract with CEM Aquatics for Aquatic Center pool liner replacement
6. Resolution 20-2 Approving an Agreement with Waste Management of Utah, Inc. for the collection of Solid Waste and Recyclables
7. **Continuation** Consideration of Ordinance 20-1; Amendments to Title 10 Zoning Regulations; amending CH 10 – General property Development Standards; CH 17 Table of Uses; and CH 31- Definitions
8. **Continuation-** Consideration of Ordinance 20-2; Amendments to Title 10 Zoning Regulations; amending CH 17 Table of Uses; Table 17-1 “Outside storage of Recreational Vehicles (Limited)”
9. Consideration of Ordinance 20-3; amending Title 10 Zoning Regulations CH 17 Table of Uses allowing Cannabis Production Establishments and Medical Cannabis Pharmacy as permitted uses CH 31- Definitions

F. Presentation

1. UTA by Beth Holbrook
2. Cascade Energy by Matt Jensen

G. Public Comments *This is an opportunity to address the Council regarding concerns or ideas on any topic. To help allow everyone attending this meeting to voice their concerns or ideas, please consider limiting the amount of time you take. We welcome all input and recognize some topics make take a little more time than others. If you feel your message is complicated and requires a lot of time to explain, then feel free to email your thoughts to admin@royutah.org. Your information will be forwarded to all council members and a response will be provided.*

H. City Manager & Council Report

I. Adjournment

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should contact the Administration Department at (801) 774-1020 or by email: admin@royutah.org at least 48 hours in advance of the



meeting.

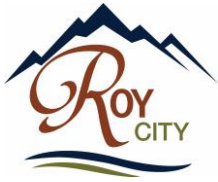
Pursuant to Section 52-4-7.8 (1)(e) and (3)(B)(ii) "Electronic Meetings" of the Open and Public Meetings Law, Any Councilmember may participate in the meeting via teleconference, and such electronic means will provide the public body the ability to communicate via the teleconference. The anchor location shall be the Roy City Council Chambers located at 5051 South 1900 West, Roy Utah.


Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in a public place within the Roy City limits on this 3rd day of January, 2020. A copy was also provided to the Standard Examiner and posted on the Roy City Website and Utah Public Notice Website on the 3rd day of January, 2020.

Morgan Langholf
City Recorder

Visit the Roy City Web Site @ www.royutah.org
Roy City Council Agenda Information – (801) 774-1020



Date: 2 January 2020
To: Mayor Dandoy & City Council members
From: Steve Parkinson – Planning & Zoning Administrator 
Subject: Planning Commission nominations for Chair & Vice-Chair

According to 2-1-2 Chairperson: on or before the first Monday of February of each year the Planning Commission is to nominate a Chair and Vice-Chair for the upcoming year.

I have always made it a practice to do this during the last meeting of each year so that the New Year begins with a new chair.

During the December 10th Commission meeting the Commission nominated Jason Sphar to serve as Chair for the year 2020 and nominated Ryan Cowley to serve as the Vice-Chair for 2020.

I am requesting that the Council and Mayor to please concur with these nominations.



12/3/19

I would like to nominate the following for employee of the month:

Gage Bennet
Jeff Elmer
Jimmy Hamilton
Matt Howard
Darrell Illum
Cliff Lavender
Tyler Nelson
Lee Wahlstrom

Beginning Thursday, November 28th and continuing through Sunday, December 1st, the Roy City Water Division responded to 14 water main breaks. While many of us were home enjoying our Thanksgiving Holiday, this crew was working tirelessly, in the snow, cold, and water to ensure that the citizens of Roy had water.

I would like to make sure that it is known how much the effort and time that they put into these repairs is appreciated. Each one of them responded without complaint, one break after the next. Each of these breaks takes approximately 2 to 3 hours to repair. Water is something that we take for granted, you don't even think about it until you open your tap and nothing comes out.

I would also like to make sure we give an extra thanks to their families. It goes without saying that we appreciate all of the support that they give to their loved ones.

Often times this is a thankless job. I want to make sure that they know that they are appreciated for a job well done.

Thank you,

Jodi Fusselman
Roy City Public Works
Administrative Assistant

Date: 12/30/2019

From: Mayor Dandoy

To: City Council Members – Burrell, Saxton, Paul, Jackson, Wilson

CC: Matt Andrews, Morgan Langholz, and Department Heads

SUBJECT: 2020 Roy City Council Members Committee and Liaison Assignments

Effective Date: 7 January 2020

The following committee and liaison assignments are provided to the Council by the Mayor for their review and consent vote. The official voting on these assignments will occur during the City Council meeting on 7 January 2020.

The appointment of the Mayor Pro-Tem is a Council decision with an indication that Council Member Burrell has an interest in filling this important position. That vote should also take place during the Council meeting on 7 January 2020.

Assignments:

Mayor Dandoy

Roy City Assignments:

Beautification Committee, Financial Audit Committee, and Economic Development Committee

Weber Area Council of Government (WACOG) Assignments

911/Weber Consolidated Dispatch Seat #3 Board Member

Wasatch Front Regional Council (WFRC) Assignments (WACOG Appointments)

Transcom Committee Seat #1 (Alternate), Regional Growth Committee Seat #1, and Economic Development District (WFEDD) (Alternate)

Ogden/Weber Chamber Commerce

Legislative Affair Committee, Transportation Committee, and OWCC Board of Governors Member

Community That Cares (CTC) Leader Key Board Member

Ogden City Airport Advisory Board Member

2020 Honorary Commander Hill AFB (2 Year Assignment)

Council Member Burrell

Roy City Assignments

Financial Audit Committee and Administrative Department Liaison
Boys and Girls Club Member
Ogden/Weber Community Action Partnership (OWCAP) Member

Council Member Saxton

Roy City Assignments

Economic Development Committee, Business Advisory Board (BAB)
Representative, and Parks and Recreation Department Liaison

Weber Mosquito Abatement Board Member

Council Member Paul

Roy City Assignments

Economic Development Committee and Public Works Department Liaison

North Davis Sewer District Board Member

Council Member Jackson

Roy City Assignments

Beautification Committee, Roy Days Committee, and Fire Department Liaison

Council Member Wilson

Roy City Assignments

Arts Council Member, Financial Audit Committee Member, and Police
Department Liaison

RESOLUTION 20-1

A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN AGREEMENT BETWEEN ROY CITY CORPORATION AND CEM AQUATICS FOR AQUATIC CENTER POOL LINER REPLACEMENT

WHEREAS, the Roy City Council desires to have the Aquatic Center pool liner replacement;
and

WHEREAS, a Request for Proposals for the Aquatic Center pool liner replacement project was
advertised; and

WHEREAS, CEM Aquatics was the lowest responsive, responsible bidder; and

WHEREAS, the Roy City Council desires to enter into an Agreement which is attached hereto,
with CEM Aquatics, and

WHEREAS, the Agreement sets forth the respective rights and responsibilities of the Parties
regarding the Aquatic Center pool liner replacement project.

NOW THEREFORE, BE IT RESOLVED on this ____ day of January, 2020 by the Roy City
Council that the contract for the Aquatic Center pool liner replacement project be approved and
awarded to the CEM Aquatics and that the Mayor is authorized to execute the Agreement with
CEM Aquatics.

Robert Dandoy
Mayor

Attest:

Morgan Langholf
City Recorder

Voting:

Aye

Nay

Absent

Excused

Councilmember Jan Burrell
Councilmember Joe Paul
Councilmember Bryon Saxton
Councilmember Dave Tafoya
Councilmember Karlene Yeoman

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **ROY CITY CORPORATION** (hereinafter called OWNER) and **CEM Aquatics** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of removing and replacing the existing Myrtha Pools® liner and padding for the wading pool at the Roy City Aquatic Center.

ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

AQUATIC CENTER WADING POOL LINER PROJECT

ARTICLE 3- ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4- CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Contractor agrees to have a minimum of 6 workers on site during construction activities.

4.02 *Dates for Completion and Final Payment:* The Work will be completed by **April 1, 2020**, as specified in the Notice to Proceed.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5- CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds and at the prices shown in Contractor's Schedule of Values attached hereto.

Contract Price of \$102,775.00

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6- PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment:* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7- INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1% per annum.

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposal.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 *Contents:*

A. The Contract Documents consist of the following:

1. This Agreement;
2. Engineering General Conditions noted as EJCDC No. 1910-8 (1996 Edition);
3. Supplementary Conditions;

4. Addendum No 1;

5. Exhibits this Agreement;

1. Notice to Proceed;
2. CONTRACTOR's Proposal;
3. Documentation submitted by CONTRACTOR prior to Notice of Award;
4. CONTRACTOR's Schedule of Values;

6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

Written Amendments;
Work Change Directives;
Change Order(s).

- B. The documents listed in paragraph 9.01A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

10.01 *Terms*: Terms used in this Agreement will have the meanings defined by Engineers Joint Contract Documents Committee STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC No. 1910-8 (1996 Edition)).

10.02 *Assignment of Contract*: No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*: OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

ROY CITY CORPORATION

CEM AQUATICS

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

RESOLUTION NO 20-2

**APPROVING AN AGREEMENT WITH WASTE MANAGEMENT OF UTAH, INC.
FOR THE COLLECTION OF SOLID WASTE AND RECYCLABLES**

WHEREAS, Roy City provides for the collecting, removal, disposal and processing of solid waste and recyclables for the citizens of Roy; and

WHEREAS, Roy city currently has an agreement with Waste Management of Utah, Inc. for the provision of these services; and

WHEREAS, the current agreement is set to expire in 2020; and

WHEREAS, Roy City desires to enter into a new agreement which is attached hereto as exhibit “A”, with Waste Management of Utah, Inc. for the collection of solid waste and recyclables; and

WHEREAS, the Roy City Council finds that it is in the best interest of the citizens of Roy City to enter into the new agreement with Waste Management of Utah, Inc.

NOW THEREFORE, be it resolved by the Roy City Council that the Agreement with Waste Management of Utah, Inc. attached hereto as exhibit “A” is hereby adopted and that the Mayor is authorized to execute the agreement.

Robert Dandoy, Mayor

ATTEST:

Morgan Langholf, City Recorder

Residential Solid Waste and Recyclables Collection Service Agreement

This Residential Solid Waste and Recyclables Collection Service Agreement (the "Agreement") is entered into and effective this ___ day of _____, 2020 by and between Roy City Corporation, a municipal corporation of the State of Utah, hereinafter "City," and Waste Management of Utah, Inc., hereinafter "Contractor."

Witnesseth:

Whereas, City has established a need for certain professional services; and

Whereas, Contractor has proposed to provide such professional services.

Now, Therefore, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

1. **Performance of Services.** City hereby agrees to engage Contractor, and Contractor hereby agrees to provide automated residential solid waste and recyclables collection, removal, disposal and processing services as described in detail and in the manner specified in Exhibit A attached hereto and incorporated herein (the "Services"). Contractor will have the exclusive right to provide the Services in the City, though residents will have the option to opt-out of such Services by self-hauling solid waste and recyclables to properly permitted disposal facilities.

2. **Term of Agreement.** The initial term of this Agreement shall commence on July 1, 2020 and continue until June 30, 2025 unless terminated as otherwise provided herein. The Contract may be automatically extended for an additional five (5) year term upon mutual agreement of the parties.

3. **Compensation.** The compensation for any services requested under this agreement shall be as provided for in Exhibit A attached hereto and as may be modified by the schedule attached hereto as Exhibit B.

4. **Termination of Agreement for Cause.** If, through any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof; provided, however, Contractor will first have a reasonably opportunity to cure any alleged breach before this right to terminate will occur. In the event of termination for cause, Contractor shall be entitled to receive only the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Agreement by Contractor, and City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due City from Contractor is determined.

5. **Termination for Convenience.** City or Contractor may terminate for convenience this entire Agreement, or just the recyclable collection portion of this Agreement, by giving Contractor the other party one year prior written notice of the effective termination date.

6. **Title to Waste.** Title to all Solid Waste and Recyclables shall be vested in the Contractor upon being placed in its vehicle; except that Contractor will use their reasonable efforts to recover any items which a resident may have inadvertently or unintentionally deposited in a container, and if located, will relinquish possession and title thereto such resident. Title to all Non-processible Waste will remain with the generator unless Contractor has agreed otherwise in writing.

7. **Commercial Collection.** The Contractor may contract directly with business, commercial, industrial and institutional establishments and all sums collected by it from such establishments shall belong to the Contractor as its compensation and shall not be accounted for by it to the City. The City, however, does not, by this Agreement, purport to grant to Contractor the exclusive right to collect and dispose of such business, commercial, industrial and institutional garbage, the same being a matter of negotiation and individual agreement with said contributors. In the event the Contractor shall handle such business, commercial, industrial and institutional garbage, it shall be required to obtain a City Business License and to comply with all applicable ordinances and regulations with respect to the hauling and disposal thereof. Contractor agrees not to commingle any business, commercial, industrial and institutional waste with that collected from residential users, nor co-mingle any wastes collected outside the City with those collected pursuant to this Agreement.

8. **Books, Records and Agreement Confidentiality.** The Contractor shall keep records of wastes collected and delivered to landfills and processing facilities and to furnish to the City a monthly record showing amounts of wastes so delivered. The City shall have the right to review records which pertain to this Agreement only.

9. **Tipping Fees.** The City shall pay all tipping fees directly to the landfill pursuant to this Agreement. Contractor shall pay all tipping fees, if any, to Recyclables processing ~~facilities~~[facilities](#).

10. **Notification of Violations.** The Contractor's employee shall notify property owners of violations of the City's garbage collection and disposal regulations. Notification shall be given by filling out and attaching to the garbage can handle a violation notification form. The Contractor's employee shall keep a written record of all such notices distributed and to furnish the City a written summary at least annually or sooner upon request.

11. **City Not Liable for Delay.** In no event shall the City be liable or responsible to the Contractor or to any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal equitable proceedings, or from or by or on account of any delay for any cause over which the City has no control.

12. **Non-assignability.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto.

13. **Interest of Contractor.** Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

14. **Insurance requirements.** Contractor shall procure and maintain for the duration of the ~~tAgreement~~[Agreement](#) insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents,

representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid. The amount of insurance shall not be less than:

Combined General Liability: \$3,000,000 combined single limit per accident \$5,000,000 aggregate for bodily injury and property damage.

Business Automobile Liability: \$3,000,000 combined single limit per accident \$5,000,000 aggregate for bodily injury and property damage.

Worker's Compensation and Employers' Liability: Workers' compensation limits as required by the labor code of the State of Utah.

Insurance is to be placed with insurers acceptable to and approved by the City. Contractor's insurer must be authorized to do business in Utah at the time the Agreement is executed (and throughout the time period the Agreement is maintained), unless otherwise agreed in writing by the City. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by City as a material breach of contract.

Limits of liability amounts must meet Agreement requirements before Agreement is initiated. The City, and its elected officials, officers, employee, agents and volunteers are to be names as additional insureds (except Workers' Compensation and Employer's Liability) with primary coverage and not contributing.

The City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City Recorder's Office before work commences.

Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days (ten (10) days for nonpayment of premium) prior written notice has been given to the City.

Contractor's insurance shall be primary insurance and any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Contractor shall include and furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations claim administration and defense expenses.

City is a member of the Utah Local Governments Trust which requires the maintenance of certain insurance coverage amounts. These requirements are subject to change over the term of this Agreement. Also, the Governmental Immunity Act of Utah provides limits for municipal liability exposure. The Act also provides for adjustments to the limits. Contractor acknowledges that City's insurance requirements will change over the term of this Agreement and agrees to meet or exceed City's insurance requests. Roy City agrees to provide 30 days written notice of any changes that will require Contractor to increase its insurance coverage amounts.

15. **Non-Discrimination.** The Contractor shall not discriminate against any employee or applicant for employment because of disability, race, color, religion, sex, or national origin, nor shall the

Contractor illegally discriminate against such persons because of age; and the Contractor shall comply with applicable federal, state, and local laws governing employment practices.

16. **Indemnification.** Contractor agrees to indemnify, save harmless and defend City and its elected officials, authorized agents, officers, employees and volunteers from and against any and all claims, damages, demands, actions, costs and charges arising out of or by reason of Contractor's negligent performance or failure to perform this Agreement.

17. **Attorney's Fees.** In the event either party institutes litigation to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorney's fees and costs.

18. **Notice.** Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

City: Roy City Manager
5051 South 1900 West
Roy, Utah 84067
(801) 774-1020
cdavis@royutah.org

Contractor: Waste Management of Utah, Inc.
222 South Mill Avenue, Suite 333
Tempe, AZ 85281
Attn. Public Sector Director

19. **Independent Contractor.** Contractor is independent of the City and shall perform all services according to its own methods without being subject to the control of the City except as to the results obtained. The City shall not carry Worker's Compensation insurance or any health or accident insurance to cover Contractor. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor, as an independent contractor, shall provide and be responsible for any and all of Contractor, and its employees or agents, Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholdings, etc. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

20. **When Rights and Remedies Not Waived.** In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to City with respect to such breach or default.

21. **Integrated Document.** This Agreement embodies the entire agreement between City and Contractor for the scope of services and the term and conditions. No verbal agreements or conversations with any officer, agent or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

22. **Compliance with Laws.** Contractor shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state and local government in connection with the performance of this Agreement.

23. **Severability of Provisions.** If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

24. **Modifications.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

25. **Governing Law.** This Agreement, its terms and conditions, shall be governed by Utah law. Jurisdiction and venue for any litigation concerning this Agreement shall be in state or federal courts located in the State of Utah.

In Witness Whereof, the parties hereto execute the foregoing instrument as of the day and year first above written.

Attest:

Roy City Corporation:

By: _____

Title: _____

Contractor:

Waste Management of Utah, Inc.

By: _____

Title: _____

EXHIBIT A

TABLE OF CONTENTS

1. DEFINITIONS

The following words and terms when used in the Agreement shall be defined as set forth below. If a term is not expressly defined below, it may be given the meaning as expressly set forth in the Agreement.

- 1.1. Agreement, or the Agreement, or this Agreement - The written agreement between the City and the Contractor that sets forth the terms and conditions under which the Contractor provides its services and of which these specifications are a part.
- 1.2. Applicable Law - any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.
- 1.3. Automated Recyclables Containers - Automated Recyclables Containers consist of 96-gallons containers or larger for residents. These containers are designed specifically for automated collection, and are equipped with wheels for easy movement by residents and other city users. All containers have permanently attached, tight-fitting lids. Residents have the option of ordering a 96-gallon container or larger in addition to the first 96-gallon container.
- 1.4. Automated Solid Waste Containers - Automated Solid Waste Containers consist of 96-gallons containers or larger for residents. These containers are designed specifically for automated collection, and are equipped with wheels for easy movement by residents and other city users. All containers have permanently attached, tight-fitting lids. Residents have the option of ordering a 96-gallon container or larger in addition to the first 96-gallon container.
- 1.5. Bulky Wastes - Large individual waste items from residential units that are too large to fit in automated solid waste containers. This includes, but is not limited to, old appliances, carpet, furniture, tree stumps, large limbs, and bundles of small limbs.
- 1.6. City - Roy City, Utah
- 1.7. Commercial Solid Waste – Solid waste resulting from the normal activities of commercial users.
- 1.8. Commercial Users - An enterprise, not a residence, such as a business, association, corporation, manufacturer, hotel, motel, resort, governmental entity, church, etc. including a residence which is utilized as an enterprise.

- 1.9. Construction and Demolition Waste - Waste building materials and rubble resulting from construction, remodeling, repair, or demolition operations on houses, buildings, structures, or pavements.
- 1.10. Contractor – Waste Management of Utah, Inc.
- 1.11. Disposal Site - A solid waste depository, including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted, or approved to receive for processing or final disposal of solid waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals.
- 1.12. Hazardous Waste - Any chemical, compound, mixture, substance, or article that is designated by the United States Environmental Protection Agency, the State of Utah Department of Environmental Quality, or Weber-Morgan Health Department to be "hazardous," as that term is defined by or pursuant to federal, state, or local law.
- 1.13. Non-processible Waste - Goods and materials which are not residential and/or are prohibited by the disposal facility which items include the following:
 - 1.13.1. Any loads containing combustible material.
 - 1.13.2. Hazardous waste of any kind.
 - 1.13.3. Any material that when incinerated clearly conducts electricity.
 - 1.13.4. Explosives.
 - 1.13.5. Medical or pathological wastes.
 - 1.13.6. Animal or human body parts or remains.
 - 1.13.7. Any materials the majority of which is liquid.
 - 1.13.8. White goods or appliances.
 - 1.13.9. Construction debris or non-processible proportions.
 - 1.13.10. Large metal objects of any kind.
 - 1.13.11. Large sealed containers of any kind.
 - 1.13.12. Motor vehicles or related parts.
 - 1.13.13. Any item exceeding two feet by two feet by five feet in dimensions.
 - 1.13.14. Wood having a cross section exceeding nine inches or five feet in length.
 - 1.13.15. Any vehicle containing material that is on fire, "Hot Load."
 - 1.13.16. Drywall.

Non-processible waste shall also include the following: Commercial User, Commercial Solid Waste, Food Wastes and Bulky Wastes as defined herein.
- 1.14. Recyclable Materials – The materials defined as such in Exhibit B.
- 1.15. Residential Solid Waste – Solid waste produced by or resulting from the normal activities of residential households, and excluding asphalt, concrete, dirt, rocks, or other similar materials not normally associated with day-to-day residential household activities.

1.16. Residential Unit - An occupied dwelling unit such as a home trailer, or multifamily dwelling of less than four units, which is located adjacent to a public street. A residential unit shall not include residential planned unit developments, etc., unless otherwise approved by the City. Each unit of a multi-family dwelling shall be considered a separate residence for purposes of billing. A dwelling unit is not occupied if the persons living therein are absent for over 90 days, or are absent for 30 continuous days after notice to the City, whichever period is shorter.

1.17. Solid Waste - All putrescible and nonputrescible solid, semi-solid and liquid wastes, but excluding Non-processible Waste.

1.18. Waste Collection - Residential solid waste collection and disposal services to be provided by the Contractor pursuant to the terms of the Agreement.

2. SCOPE OF WORK

The work shall consist of the items contained in the Agreement, including all of the supervision, materials, equipment, labor, and all other items necessary to complete said work in accordance with the Agreement. The major items of work are the weekly automated collection of residential solid waste and recyclables from all residential units in Roy City. Collection of solid waste and recyclables from any residential unit which has more than four units or from any commercial or private industrial establishment is not part of this Agreement. The Contractor is free, subject to any agreement privately entered into between the Contractor and others, to collect any other solid waste. Work under this Agreement includes collection of solid waste from all City facilities as listed in section 4 below. Landfill and disposal fees are not included in the Agreement unit prices for automated residential solid waste nor the City's annual spring and fall clean-up campaigns. The City does not participate in the operation of a disposal site.

3. WORKING CONDITIONS

The Contractor understands that the Roy Area is subject to intense and inclement weather conditions, including, but not limited to, snow, fog, rain, heat, and flooding. The Contractor understands that it is responsible for providing residential collection services, regardless what the conditions or circumstances, as long as the Agreement continues in force and except as provided below. The Contractor is responsible for making all reasonable efforts, including, but not limited to, additional truck, personnel, and tire chains, to continue to provide consistent, reliable service. The Contractor shall complete the work in and under any conditions the Contractor may encounter or create, without extra cost to the City. If conditions are unsafe for Contractor's operations, Contractor will contact City and resume services as soon as conditions for operations are safe.

4. COLLECTION FROM PUBLIC SITES

4.1. City Facilities. Work under this Agreement includes collection and disposal of solid waste from all City facilities. The following is a list of existing City facilities with current charges.

Additional facilities may be added or removed by the City over the term of the Agreement as negotiated and agreed to by the City and the Contractor:

- Roy Recreation Complex 1-3 yard service 1 time per week: \$57.59
- All Roy City owned parks (this service shall not exceed seventy-five, 96 gallon carts and 2 commercial front load containers): \$0.00

5. MATERIALS COLLECTED

5.1. Materials Collected. The Contractor shall collect solid waste and recyclables from residential units and City facilities as set forth in this document.

5.1.1. Recyclables Contamination. Contractor is not obligated to collect containers which are contaminated. For purposes of this Agreement, a container is contaminated when, based on visual or digital inspection, a Recyclables Container has more than 10% non-Recyclables (volume or weight) or any amount of Non-processible Waste. If Contractor elects to not collect a contaminated container, it shall notify the customer explaining why. Such notice may be provided by container tag, email or other means of communication. If Contractor elects to collect a contaminated container, it may charge the customer a contamination fee of \$25.00. Contractor will provide photographic evidence of the contamination to customer upon their request. The Contamination Fee may be included on the customer's regular invoice. Contractor may dispose of the contents of a contaminated container it elects to collect. If there have been more than three instances of a contaminated container in any 12-month period, and Contractor has photographic evidence of each instance, Contractor may discontinue such service and remove the recyclables container.

5.2. Materials Not Collected. The following materials shall not be collected. The Contractor shall tag all containers identified as containing any of the following materials set out for collection:

- Highly flammable or explosive materials.
- Hazardous or radioactive waste materials.
- Hot ashes, cinders, clinkers, or stove ashes that could ignite other refuse.
- Dead animals in excess of 10 pounds.
- Septic tank waste or holding tank waste from recreational vehicles or travel trailers.
- Any non-processible waste as defined in section 1.13.
- Any material(s) not accepted at the disposal facility.

6. AUTOMATED CONTAINERS

6.1. Containers: The Contractor shall provide sufficient approved solid waste and recyclables containers for the use of all residential users as required and shall assemble and deliver the same to all City residents as needed during the term of this Agreement. The Contractor shall repair or replace all containers damaged by the Contractor during the term of this Agreement, normal

wear and tear accepted. It is further agreed that all residential approved solid waste and recyclables containers provided to the City residents are the property of the Contractor. Nothing provided in this Agreement shall prohibit the City from purchasing the Contractor's containers at an agreed upon price or from providing solid waste and recyclables containers for residential collections. If the City purchases containers other than those provided by the Contractor to the City, such containers shall be compatible with the Contractor's collection equipment.

6.2. Unapproved Automated Containers: The Contractor shall not be required to collect solid waste or recyclables unless it is in an approved container, as defined in Section 1, except as otherwise provided for in this Agreement. Approved container lids must be tightly closed. If Contractor elects to collect an overloaded container, it may charge an overage fee of 50% of the monthly solid waste rate.

6.3. Special Services and Containers: The Contractor will provide at no additional cost special service for handicapped persons or senior citizens not able to handle the 95 gallon approved automated containers. Such special service will be as directed and approved by the City

6.4. Container Location: All approved automated containers shall be placed within two feet of the blacktop or in the gutter if curb and gutter is present, and a location that is readily accessible to the Contractor and its equipment, unless previous arrangements are made between the resident and the Contractor.

6.5. Overloaded Containers: The Contractor shall not be required to collect solid waste or recyclables which is in an overloaded container. An overloaded container shall be any container on which the lid is not tightly closed.

7. COLLECTION OPERATION

7.1. Collection Point. Normal collection points for residential solid waste and recyclables shall be at curbside.

7.2. Collection Equipment. The Contractor shall provide an adequate number of vehicles for regular waste collection services. All vehicles, bins, and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. The Contractor expressly agrees to operate and maintain its vehicles and all equipment in good repair and working order, such that any property belonging to any other person or entity, including, but not limited to, City streets, is not harmed or damaged as a result of improper or negligent operation, repair, or maintenance of the vehicles or equipment used or operated by the Contractor. The Contractor agrees that it shall be responsible for damage caused to property of any third party as a result of equipment that is improperly operated, repaired, or maintained, or as a result of using equipment that is not appropriate for the performance of the work of the Contractor under the Agreement.

- 7.3. All material hauled by the Contractor shall be contained, tied, or enclosed so that leaking, spilling, or blowing are prevented and shall be such that the hauling complies with all federal, state, and local laws. In the event of any spillage by the Contractor, the Contractor shall immediately clean up the litter. Contractor shall immediately clean up any fluid leaks emanating from Contractor's collecting equipment; including, but not limited to, hydraulic fluids and oil.
- 7.4. Litter. The Contractor shall not litter premises in the process of making collections. The Contractor shall not be required to collect or clean up material that has not been placed in an approved container or in a manner herein provided.
- 7.5. Disposal and Processing Facilities. All residential solid waste collected shall be hauled by the contractor to the landfill facility or transfer station as required by the City. All residential recyclables collected shall be hauled by the contractor to a permitted processing facility or transfer station chosen by Contractor. The Contractor shall become familiar with and abide by all rules regulations, laws, contract, provisions, etc., related to the use of such facilities.
- 7.6. Collection Schedule. The Contractor shall prepare and submit for approval by the City a collection schedule which shall ensure regular weekly collection service. Adequate equipment, forces and materials shall be made available by the Contractor to start work on the date ordered by the City and to comply with the collection schedule. The collection schedule shall show the days of the week on which collection will be made at each residential unit in the collection zone. All regular collection shall be made Monday through Friday. Adjustments may be made for holidays or emergency upon notification to the City.
- 7.6.1. Maps and schedules of collection routes shall be provided to the City a minimum of 30 days prior to the initiation of collection operations or changes in operations.
- 7.6.2. Maps and schedules of collection routes shall show the day(s) for regularly scheduled pickup for each route and area.
- 7.6.3. The City shall give prior approval to all routes and schedules when established or changed prior to Contract implementation of the same.
- 7.6.4. Changes in regular collection routes or schedules shall not be made more often than once during any six-month period without the written consent of the City.
- 7.7. Holidays: The following shall be holidays for purpose of this Agreement:

New Years Day
Independence Day
Thanksgiving Day

Memorial Day
Labor Day
Christmas Day

Contractor shall observe all of the above-mentioned holidays by suspension of collection service on that holiday.

The Contractor shall notify each and every residential unit in the City of the holiday collection schedule by newspaper notice, which the Contractor shall cause to be published in a newspaper of general circulation. Notice shall be published at least two days prior but not more than seven days prior to the interruption of regular collection. The notice shall clearly state the new collection date and area affected by the new collection date. If the collection is delayed by one day following the holiday, no publish notice shall be necessary.

- 7.8. Time of Collection. The Contractor shall not commence collection of solid waste or recyclables in residential areas prior to 6:00 A.M. or continue after 9:00 P.M. without approval of the City.

8. EMPLOYEES

The Contractor agrees to prohibit any employee from working while under the influence of alcohol, drugs or otherwise impaired and to prohibit drinking of alcoholic beverages by his drivers and crew members while on duty or in the course of performing their duties under this Agreement. Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as a name tag or identification card. Employees driving the Contractor's vehicles shall at all times possess and carry a valid commercial driver's license issued by the State of Utah having a class required to operate the collection vehicle being operated. Contractor's employees, officers, agents and subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees or agents of the City.

9. COMPLAINTS

The Contractor acknowledges, understands and agrees that it is of the utmost importance that the services required under this Agreement be provided in a reasonable and responsive manner sufficient to develop and sustain adequate public acceptance and support of Contractor's services. As a condition of accepting this Agreement, Contractor assures that service will be performed in this manner and to adhere to the following:

- 9.1. Office. The Contractor shall maintain a local telephone number or such other office facilities through which he/she can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 AM. to 5:00 P.M. on regular business days. Such office shall be within Weber County.

The Contractor shall maintain the capability to receive service complaints by telephone (in person) during all normal working hours; and by telephone, in person or recorder at all other times. Customers calling Contractor will generally be connected to Contractor's call center in Arizona.

The Contractor shall furnish City with after-hour telephone numbers for emergency response.

9.2. Response and Resolution: The Contractor shall resolve all complaints regarding services in a prompt courteous and expeditious manner. Whenever the Contractor receives notification of locations which have not received scheduled service, the Contractor shall provide collection before 7:00P.M. the same day, if notice is received before 12:00 P.M.; or before 10:00 A.M. the following day, if notice is received after 3:00 P.M.

9.3. Documentation: The Contractor shall maintain a permanent log of all service complaints; said log shall specify the following items as a minimum:

- The name, address and phone number of complaint.
- The date and time (hour) the complaint was received.
- The specific nature of the complaint.
- The date and time (hour) the complaint was responded to.
- The date and time the complaint was resolved.
- The manner in which the complaint was resolved.
- The Contractor shall submit a current monthly summary of this log to the City upon request.

10. BASIS AND METHOD OF PAYMENT

10.1. Collection and Disposal Rates: Contractor shall submit a written request for payment to the City within 10 days after the end of the monthly period for services performed. The City shall pay the Contractor within 30 days after the date the request is submitted. Payment shall be based upon the total number of dwelling units as determined by the City at the end of the monthly period and each subsequent monthly period. City and Contractor will collaborate on a regular basis to ensure the dwelling unit count is accurate.

10.2. Collection Rate: The Collection rates will be based on actual participation. Rates will be set beginning July 1, 2020, reviewed for participation rates on November 1, ~~2013~~2020 and revised as necessary annually on the anniversary of this agreement. The rates are as follows:

First solid waste container:	\$5.15/mo
Additional solid waste containers:	\$3.02/mo
First recyclables container:	\$4.86/mo
Additional recyclables container:	\$4.67/mo
3 yard weekly:	\$57.59/mo
20 yard glass container:	\$253.06/haul

10.3. CPI Rate Adjustment. Commencing on July 1, 2021, and on the same date annually thereafter (the "Adjustment Date"), the Rates, as adjusted hereunder, shall be automatically adjusted by a percentage equal to the annual percent change in the average Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services ("CPI"), as published by the Bureau of Labor Statistics, for the 12-month period ending the previous April

30 (compared to the average CPI for the next previous 12-month period ending April 30). At least thirty (30) days prior to the Adjustment Date, Company shall notify City of the CPI adjustment to take effect on the Adjustment Date and shall provide City with its computations therefor. Adjustments to the Rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

10.4. Extraordinary Adjustments. In addition to the annual CPI Rate Adjustment provided by Section 10.3, the Rates shall, upon written request of Contractor, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Services hereunder due to any one or more of the following causes:

10.4.1. Uncontrollable Circumstance (see Section 11);

10.4.2. Change in Applicable Law that is effective after the date of this Agreement;

10.4.3. Increase in costs to dispose of Solid Waste (only if paid by Contractor) or process Recyclables;

10.4.4. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services; or

10.4.5. Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs.

If Contractor requests a Rate adjustment pursuant to this Section 10.4, it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The City shall approve all properly calculated Rate adjustments within ninety (90) days of Company's request.

Notwithstanding the foregoing, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to customers by the date the same are effective.

11. FORCE MAJEURE

Except for the failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other

causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

EXHIBIT B
RECYCLABLES SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
	Uncoated printing, writing and office paper
Steel and tin cans – empty	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green – empty*	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics not listed above including but not limited to those with symbols #3*, #4*, #5, #6*, #7* and unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

* These materials may be deemed Recyclables upon written consent of Company, which may be withdrawn upon notice to City if there is no commercially viable market.

ADDITIONAL SPECIFICATIONS:

Contained materials may not have more than 10% Non-Recyclables or any Excluded Materials.

Carts or Bins with more than 10% Non-Recyclables may be delivered to the designated transfer or disposal facility for disposal. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Contractor reserves the right, upon notice to City, to reclassify Recyclables as Non-Recyclables for such period of time that the cost process, transport and market such materials exceeds its then-current value.



STAFF REPORT

City Council
January 7, 2020

SYNOPSIS

Application Information

Applicant: Roy City
Request: **Continuation** – Ord. No 20-1; Consider amendments to Title 10 Zoning Regulations; amending CH 10 - General Property Development Standards; CH 17 - Table of Uses; and CH 31 - Definitions

Staff

Report By: Steve Parkinson
Staff Recommendation: Approval

APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10,
 - Chapter 10 – General Property Development Standards,
 - 10-10-24 – Tables of Lot and Setback Requirements for Primary Buildings Table 10-2 - “Minimum Yard Setbacks Adjacent to any Residential Zone”.
 - 10-10-31 - Required Compatibility Transitioning Treatments Between Residential and Nonresidential Districts, 2) Screening Walls and 3) Screen Landscaping.
 - 10-10-36 - Requirements for Fences and Walls, 1 c) and 2)
 - 10-17-2 Exceptions to the Table of Uses
 - Table 17-3 - Table of Allowed Screening
 - 10-31-1 - Definitions

PREVIOUS COUNCIL ACTION

During the December 3, 2019 Council Work-session, the Council discussed the proposed ordinance, they didn't have any issues and asked staff to bring it back to the Council as written.

The City Council held a Public Hearing on October 15, 2019, the hearing was opened – the Public made the following comments:

- Braeden Stander, 5044 South 3600 West, explained that he had attended the Planning Commission meeting. He wished to ask why the setback had been changed from 20 to 15 feet and why it did not address issues of height, which continued to be an issue. He continued that the opaque fencing allowed privacy but that if the building was higher, privacy would be foiled. He added the ambiguity had not been fully addressed. He explained that one specific code should supersede the general code.
- Jason Sphar, 4400 South 1650 West, explained that when the Planning Commission had worked on this ordinance, it had attempted to give the City more options for screens. He continued that if more work was needed, the Commission would be open to feedback and suggestions.
- Kory Crossley, 5552 South 3750 West, asked how the ordinance would affect prior developments.
 - Mayor Dandoy and Councilmember Paul stated that the ordinance would not be retroactive.
 - Mr. Crossley continued that if an area had been built for a retaining wall, the ordinance would allow a fence to be built to at least 6 feet in height. The information was confirmed to be correct: the difference in height had to be accounted for.
 - Mayor Dandoy explained that with any height difference, the fence had to be placed on the higher portion. Mayor Dandoy explained that some engineering approach would have to be used and added the discussion had to be about what was on the property line.
 - Mr. Crossley explained he still was not fully understanding this portion of the code.
 - Mayor Dandoy mentioned that a fence could not be higher than 6 feet. He stated that the Planning Commission had tried to find some mitigation to the ambiguity.



- Mayor Dandoy stated that there was an issue with assisted living. He mentioned that if the ordinance was passed as it was to take the ambiguity out of the prior ordinance. He explained that he had read through the new ordinance and could still see some ambiguity: different portions called for different kinds of screens. He continued that Mr. Crossley's question could be answered. If the ordinance was approved today, it would change things moving forward. The question, he added, was how to grandfather prior fences: the issue, he added, still had to be resolved. Mr. Crossley stated that he did not believe the current requirement addressed the grandfathering of prior fences and their ambiguity.
- Mayor Dandoy stated that the masonry fences wall would have to be allowed to be 12 feet high to satisfy the issue. His opinion, he added, was that if the ordinance passed during the meeting, any project forward would have to follow the ordinance. Mayor Dandoy discussed the details of the different height and materials. He continued that modifying the ordinance to include a 12-foot requirement, any development forward would have to follow the same rules. He mentioned that landowners might want to change their fencing, but that they would not be forced to. If the ambiguity were to be taken out tonight, he added, it might have consequences for the senior living facility. His main concern, he continued, was that the Council had to make a decision to ensure that the ambiguity did not manifest itself again in new developments. He added that more developments were coming.
- Mr. Crossley explained that there was no delineation between offers for residential and commercial. He added being concerned about the shortening of the buffer to 15-feet. Mayor Dandoy stated that the Council could approve the proposal with amendments.
- Trudy Crossley, 5552 South 3750 West, stated that her concern was that the previous code had been tied to a CC and an R1310. The current ordinance, she pointed, stated that the change was for any non-residential zoning. She stated that the ambiguity was coming from the lack of specifics for certain zones. She added being concerned about height differences on the property line. She pointed to the height of screen behind her property and explained the owners had been able to not do a 6 feet fence. She mentioned she was concerned about taking away a view for residents. She asked how that specific property had been able to build 3 feet off the property line. She stated that not measuring from the highest elevation was creating the issue and continued that she did not like how so much language had been struck out.

The Council voted 3-0; to table Ordinance No. 19-14 to amend the Title 10 Zoning Regulations; amending CH 10 - General Property Development Standards; CH 17 - Table of Uses; and CH 31 – Definitions

PLANNING COMMISSION ACTION

The Planning Commission held a Public Hearing on October 8, 2019, the hearing was opened – the Public made the following comments:

With no comments the public hearing was closed.

With no additional questions or discussion, the Commission voted 7-0; to forward to the City Council a recommendation of approval with the conditions and facts as stated within the staff report to amend the Title 10 Zoning Regulations; amending CH 10 - General Property Development Standards; CH 17 - Table of Uses; and CH 31 – Definitions

ANALYSIS

Background:

A recent development highlighted some ambiguity within our Zoning Ordinance regarding screening. Over the past three months the Commission and staff have been reviewing our code along with the codes of other cities, (ie.. Clinton, Layton, Ogden and Queen Creek AZ) to come up with language to clear up those ambiguities.

The ambiguity in our ordinance was that there were two to three sections, one required stone, brick or colored masonry, and the other allowed for vinyl or chain-link with slats. Another aspect that was an issue was landscaping for all Nonresidential uses, if landscaping was required there was a section of the code that instructed what was required to be planted. So to clean all of this up the Commission looked to other city's

(see above) to see how they handled it. After reviewing all of the other city's codes the Commission liked Clinton's code because it gave options not just one standard but in this case four (4) options to choose from.

Staff was directed to bring back something that gave developers options and had requirements for landscaping. What is being proposed is giving four (4) options of setbacks ranging from 15 feet to 30 feet. Each setback option however comes with certain requirements regarding fence type, and landscaping requirements. The fencing options are Masonry solid, partial view or view; OR Vinyl solid, partial view or view OR Chain-link living. The landscaping requires a certain number of canopy trees, understory trees, evergreen trees and shrubs per 100 feet, the numbers of each type depends on which option the developer picks

To explain how all of this works I'll use two examples:

1. The 15 foot option –
 - a. Fence Type: Masonry - Solid, six (6) feet
 - b. Landscaping (per 100 feet):
 - i. Canopy Trees: 2.5
 - ii. Understory Trees: 3
 - iii. Evergreen Trees: 3.6
 - iv. Shrubs: 7.5
2. The 25 foot option –
 - a. Fence Type: Masonry - View, six (6) feet OR Vinyl - Partial View, six (6) feet
 - b. Landscaping (per 100 feet):
 - i. Canopy Trees: 1.8
 - ii. Understory Trees: 3.6
 - iii. Evergreen Trees: 6
 - iv. Shrubs: 15

The thought was the closer the setback the more solid the fence and with a solid fence there is less need for low growing plants like shrubs but more of a need for tall and medium size trees. The farther the setback the less solid of a fence is needed but there was a bigger need for more shrubs. So the plant multiplier takes that into account. The number of plants was taken from Clinton's code.

The different fencing types are:

- Masonry
- Vinyl
- Chain-Link
 - Solid – 0% openness
 - Partial View – 33% openness (example 4' solid, 2' open)
 - View – 50% openness (example 3' solid, 3' open)
 - Living - Vegetation

FINDINGS

1. The proposed amendments are consistent with the General Plan.
2. Is consistent with previous discussions with the Planning Commission.

ALTERNATIVE ACTIONS

The Planning Commission can recommend Approval, Approval with conditions, Deny or Table.

RECOMMENDATION

Staff recommends approval of the of the proposed amendments to the Roy City Municipal Code; Title 10 Zoning Regulations; amending CH 10 - General Property Development Standards; CH 17 - Table of Uses; and CH 31 - Definitions

EXHIBITS

- A. Ord No 20-1

ORDINANCE No. 20-1

AN ORDINANCE AMENDING THE ROY CITY MUNICIPAL CODE TITLE 10 – ZONING REGULATIONS AMENDING CH 10 - GENERAL PROPERTY DEVELOPMENT STANDARDS; CH 17 - TABLE OF USES; AND CH 31 - DEFINITIONS

WHEREAS, the Roy City Council finds that it is advisable and beneficial to make an update to Title 10 Zoning Regulations amending CH 10 - General Property Development Standards; CH 17 - Table of Uses; and CH 31 - Definitions

WHEREAS, the Roy City Council finds that the modifications regulating the proposed changes will be of benefit and use in enhancing and increasing long-term viability of development within commercial and manufacturing areas which is important to the City; and

WHEREAS, the Roy City Planning Commission held a public hearing as required by law and has favorably recommended an amendment to the City Council; and


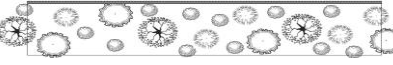
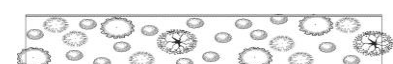
WHEREAS, the Roy City Council has received and reviewed the recommendation of the Planning Commission and City Staff, finding it to be consistent with the goals and policies of the Roy City Zoning Ordinance and General Plan, and has reviewed and considered the same in a public meeting.


NOW, THEREFORE, Be it hereby ordained by the City Council of Roy City, Utah, that Title 10 Zoning Regulations amending CH 10 - General Property Development Standards; CH 17 - Table of Uses; and CH 31 - Definitions

Note - Language to be added has been **bolded** and language to be removed has been ~~struck~~ through.

10-10-24 Tables of Lot and Setback Requirements for Primary Buildings:

TABLE 10-2 - TABLE OF REQUIRED LOT AND SETBACK REQUIREMENTS FOR NON-RESIDENTIAL ZONING DISTRICTS FOR PRIMARY BUILDINGS

Minimum Yard Setbacks – Adjacent to any Residential Zone:					
Front	As required by the adjacent residential zone for a minimum distance of 100 feet.				
Side	20 feet or one (1) foot for every one (1) foot of building height, whichever is greater.				
Rear	20 feet or one (1) foot for every one (1) foot of building height, whichever is greater.				
Depth (feet)	Fence Type (Height)	Required Plant Units per 100 feet	Plant Unit Multiplier	100 feet in Length	
15'	M[S] (6')	2.5 – Canopy Trees 4 – Understory Trees 6 – Evergreen Trees 15 – Shrubs	CT = 1; UT = .75; E = .6; S = .5		
20'	V[S] (6'); M[PV] (6')		CT = .9; UT = .8; E = .8; S = .75		
25'	V[PV] (6'); M[V] (6')		CT = .75; UT = .9; E = 1; S = .1		

	30'	V[V] (6'); CL[L] (6')		CT = .6; UT = 1; E = 1; S = 1.25	
	Fence Types = M - Masonry, V - Vinyl, CL - Chain-link;				
	[S] - Solid, [PV] - Partial View, [V] - View, [L] - Living				

10-10-31 Required Compatibility Transitioning Treatments Between Residential and Nonresidential Districts:

~~B. Screen Walls.~~

- ~~a) An opaque wall shall be installed and maintained along all lot lines that coincide with a residential zoning district boundary.~~
- ~~b) The opaque wall shall be six (6) feet in height. A lower height wall may be required adjacent to a front property line for sight distance and traffic safety.~~
- ~~c) Where there is a difference in elevation on opposite sides of the wall, the height of the required wall shall be measured from the highest elevation.~~
- ~~d) The opaque wall shall be constructed of stone, brick, or colored block masonry.~~

~~C. Screen Landscaping:~~

- ~~e) All nonresidential uses located adjacent to any residentially zoned property shall provide a minimum of a ten feet (10') landscaped buffer adjacent to the residential zoning district boundary. No off-street parking, driveways, accesses, or any hard surfaced areas shall be permitted to be located within the required ten feet (10') landscaped buffer area.~~
- ~~f) The landscaping provided within the required ten feet (10') landscaped buffer area, as identified in (a) above shall meet or exceed the minimum requirements for landscaping in nonresidential areas, as provided herein.~~
- ~~g) The types, sizes, and amount of landscaping materials sufficient to protect residential properties shall be determined by the Commission when approving a Site Plan.~~

10-10-36 Requirements for Fences and Walls:

1) Height.

- a) Unless required for Site Plan Approval no fence, wall, hedge, or similar structure shall be erected on any required rear or side yard to a height in excess of six (6) feet, except fences located on the front property line or on the side property line within the front yard shall not be a height in excess of 48 inches.
- b) A fence or wall located along a property line with a grade difference, the fence or wall may be erected to the maximum fence height permitted by the highest grade at the property line. No ground shall be bermed to exceed the maximum allowed height of fences or walls.
- ~~c) Solid, sight-obscuring fences and walls, separating commercial and industrial zoning districts from all other zones, may be required as a buffering and screening treatment with a maximum height of six (6) feet, except for required clear view areas. Additional fence height may be required, including the provision of a three (3) feet of open fence, such as wrought iron, to the top of any fence along rear property boundaries for safety and security purposes.~~

~~2) Compatible Design.~~

~~All walls and fences shall be compatible with the surrounding landscape and the architecture and building materials of buildings on and adjacent to the property.~~

10-17-2 Exceptions to the Table of Uses:

- 2) Outdoor Storage: Permitted or Conditional uses within the CC, RC, BP, LM and M may include the outdoor storage as part of Site Plan approval, only if all of the following conditions are met:
 - b. All outdoor storage is screened from public view, **using options within Table 17-3.**

TABLE 17-3 - TABLE OF ALLOWED SCREENING (Ord. No 1071; 11/18/14)

These screening options are only available for the screening of "Outdoor Storage"	
A minimum 6 foot tall solid fence of either wood, vinyl or chainlink with interlocking opaque vinyl or a minimum 6 foot tall decorative masonry wall with textured surfacing facing the street	Screens ground level lights, noise, objectionable views, provides privacy and access restriction, and texturing provides aesthetic relief. "Decorative masonry" shall include split face block or brick, brick, fluted block, or masonry wall with stucco finish, but shall not include openings in the wall surface below a height of 6 feet. Bumper guards set back a minimum of 2½ feet from the fence shall be required when fence abuts parking.
Minimum 6 foot chainlink fence with inserts in the fence fabric	Provides security and access restriction. Inserts help screen objectionable views. Inserts shall be of a durable opaque material and shall be kept in good repair. Bumper guards, set back a minimum of 2½ feet from the fence, shall be required when fence abuts parking.
6 foot open fence with evergreen trees and shrubs	Screens ground level and higher level lights, provides security and access restriction. Vegetative screen provides additional noise mitigation and screens objectionable views. Trees and shrubs shall be of a locally adapted evergreen species such as arborvitae, juniper, pyracantha, evergreen euonymus, pines or spruces, with a planted size of at least 15 gallons for trees and 5 gallons for shrubs, and shall be expected to reach a height of at least 5 feet within 5 years of planting. Trees shall be planted at 20 feet on center and shrubs at 5 feet on center.

10-31-1 Purpose and Conflicts:

~~Fence, Open: A fence which permits vision through more than fifty percent (50%) of each square foot more than eight (8) inches above the natural or finished grade.~~

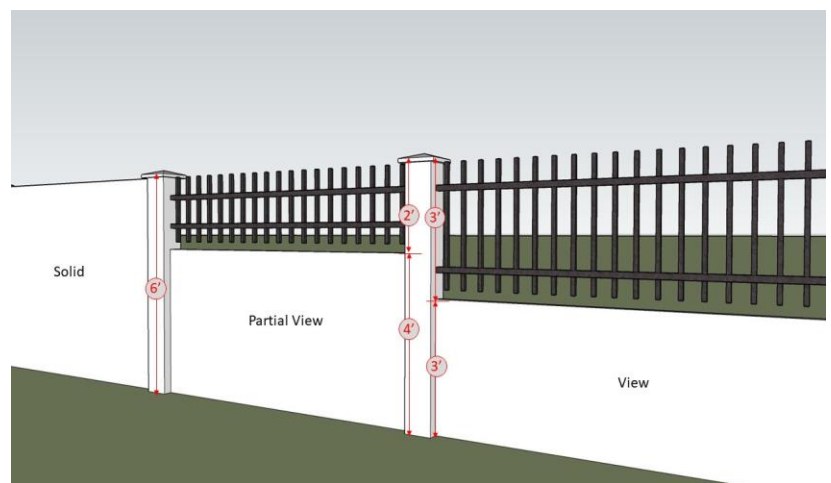
~~Fence, Sight Obscuring: A fence which permits no vision (0%) through any part of the fence at a more than eight (8) inches above the natural or finished grade.~~

Fence, Living – A hedge of vegetation used as a screening device or a fence with vegetation growing to it or on it which at the time of maturity would prevent an “open: effect and would block the normal line of sight.

Fence, Partial View – A fence constructed in such a manner as to achieve at least 33% openness overall.

Fence, Solid - A fence constructed in such a manner as to achieve 0% openness overall.

Fence, View – A fence constructed in such a manner as to achieve at least 50% openness overall



This Ordinance has been approved by the following vote of the Roy City Council:

Councilmember Burrell _____

Councilmember Jackson _____

Councilmember Paul _____
Councilmember Saxton _____
Councilmember Wilson _____

This Ordinance shall become effective immediately upon passage, lawful posting, and recording. This Ordinance has been passed by the Roy City Council this _____ day of _____, 2020.

Robert Dandoy; Mayor

Attested and Recorded:

Morgan Langholf; City Recorder



SYNOPSIS

Application Information

Applicant: Roy City
Request: **Continuation** – Consider Ord. No 20-2; amendments to Title 10 Zoning Regulations; amending CH 17 - Tables of Uses; table 17-1 - “Outside storage of Recreational Vehicles (Limited)”

Staff

Report By: Steve Parkinson
Staff Recommendation: Approval

APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10 – Zoning Regulations
 - Chapter 17 – Tables of Uses – Table 17-1

PREVIOUS COUNCIL ACTION

During the December 3, 2019 Council Work-session, the Council discussed the proposed ordinance, there was a large amount of discussion if some of the details were needs. So the results of that discussion is what is being presented.

The City Council held a Public Hearing on October 15, 2019, the hearing was opened – the Public made the following comments:

- Glenda Moore, 2080 West 3825 South, stated she owned only one car. She argued that if she wished to park vehicles at her house in her empty driveway, she should be able to do so. She asked the Council to not make stupid laws, or unenforceable ones.
- Sean Anderson, 4833 South 4150 West, explained that there were plenty of ways to allow citizens to use their property as a business with via apps and such. He added that this should be addressed.
- Diane Wilson, 4302 South 2675 West, explained she agreed with what she had heard. She added being concerned about having her rights being limited by restrictions. As property owners, people had a say about their pursuit of happiness, she concluded.
- Lance Hancock, 4490 South 1650 West, explained that he concurred with the rest of the comments. He added that he might have been in violation of the ordinance himself. He mentioned that things should be kept simple, and that there was no need to further restrict citizens.
- Braeden Stander, 5544 South 3750 West, stated he agreed with the comments made. He explained that when the homes were initially built, driveways were not well thought out. He stated having seen his family’s trailers sometimes staying for a few weeks at their property.

With no additional comments the public hearing was closed.

The Council voted 3-0; to table Ordinance No. 19-15 to amend Title 10 Zoning Regulations; amending CH 17 - Tables of Uses; table 17-1 - “Outside storage of Recreational Vehicles (Limited)”

PLANNING COMMISSION ACTION

The Planning Commission held a Public Hearing on October 8, 2019, the hearing was opened – the Public made the following comments:

- Reed Hatch, 4990 South Midland Drive, does this include parking in front of your garage to load and unload your trailer?



- Braden Stander, 5544 South 3750 West, What about trailers with boats? What about older homes that only have one car parking?
- Michelle Johnson, 4163 South 2175 West, why does it matter, if it's on my property?

With no additional comments the public hearing was closed.

With no additional questions or discussion, the Commission voted 7-0; to forward to the City Council a recommendation of approval with the conditions and facts as stated within the staff report to amend Title 10 Zoning Regulations; amending CH 17 - Tables of Uses; table 17-1 - "Outside storage of Recreational Vehicles (Limited)"

ANALYSIS

Background:

This item was brought about first when the City annexed in six (6) unincorporated island into the city in 2018. Staff had forgotten about the issue until recently. Of those that were annexed in there was a concern of why it matters how many trailers, RV's, etc. people have.

So during the last two (2) work-sessions the Commission has discussed this issue, about looking at the requirements of allowing RV's parked on residential properties. And asking the questions of does it really matter how many RV's, trailer, etc. people have on their property? Where should they be parked?

So the proposed ordinance is a reflections of the discussions and thoughts of the Commission of the numbers, locations etc.

FINDINGS

1. The proposed amendments are consistent with the General Plan.
2. Is consistent with previous discussions with the Planning Commission.

ALTERNATIVE ACTIONS

The Planning Commission can recommend Approval, Approval with conditions, Deny or Table.

RECOMMENDATION

Staff recommends approval of the of the proposed amendments to the Roy City Municipal Code; Title 10 Zoning Regulations amending CH 17 - Tables of Uses; table 17-1 - "Outside storage of Recreational Vehicles (Limited)"

EXHIBITS

- A. Ord No 20-2

ORDINANCE No. 20-2

AN ORDINANCE AMENDING THE ROY CITY MUNICIPAL CODE TITLE 10 – ZONING REGULATIONS AMENDING CH 17 - TABLES OF USES; TABLE 17-1 - “OUTSIDE STORAGE OF RECREATIONAL VEHICLES (LIMITED)”

WHEREAS, the Roy City Council finds that it is advisable and beneficial to make an update to Title 10 Zoning Regulations amending CH 17 - Tables of Uses; table 17-1 - “Outdoor Storage of Recreational Vehicles (Limited)”

WHEREAS, the Roy City Council finds that the modifications regulating the proposed changes will be of benefit and use in enhancing and increasing long-term viability of development within commercial and manufacturing areas which is important to the City; and

WHEREAS, the Roy City Planning Commission held a public hearing as required by law and has favorably recommended an amendment to the City Council; and

WHEREAS, the Roy City Council has received and reviewed the recommendation of the Planning Commission and City Staff, finding it to be consistent with the goals and policies of the Roy City Zoning Ordinance and General Plan, and has reviewed and considered the same in a public meeting.

NOW, THEREFORE, Be it hereby ordained by the City Council of Roy City, Utah, that Title 10 Zoning Regulations amending CH 17 - Tables of Uses; table 17-1 - “Outdoor Storage of Recreational Vehicles (Limited)”

Note - Language to be added has been **bolded** and language to be removed has been ~~struck~~ through.

10-17-1 Table of Uses:

TABLE 17-1 - TABLE OF ALLOWED USES - RESIDENTIAL ZONING DISTRICTS

USE	RE-20	RE-15	R-1-15	R-1-10	R-1-8	R-1-7	R-1-6	R-2	R-3	R-4	RMH-1
Outside Storage of Recreational Vehicles (Limited). The storage and parking of not more than two (2) recreational vehicles, including motor homes, boats, caravans, trailers, or similar, for a period exceeding forty-eight (48) hours, and owned by the property owner, must be: <ul style="list-style-type: none"> Parked on an approved surfaces (asphalt, concrete or weed free gravel) 	P	P	P	P	P	P	P	P	P	P	P

This Ordinance has been approved by the following vote of the Roy City Council:

Councilmember Burrell _____

Councilmember Jackson _____

Councilmember Paul _____

Councilmember Saxton _____

Councilmember Wilson _____

This Ordinance shall become effective immediately upon passage, lawful posting, and recording. This Ordinance has been passed by the Roy City Council this _____ day of _____, 2020.

Robert Dandoy; Mayor

Attested and Recorded:

Morgan Langholf; City Recorder



STAFF REPORT

City Council
January 7, 2020

SYNOPSIS

Application Information

Applicant: Roy City
Request: Consider Ord. No. 20-3; amending Title 10 – Zoning Regulations CH 17 – Table of Uses allowing Cannabis Production Establishments and Medical Cannabis Pharmacy as permitted uses. CH 31 – Definitions

Staff

Report By: Steve Parkinson
Staff Recommendation: Approval

APPLICABLE STATE CODE

- UC 4-41a-101 – Cannabis Production Establishments
- UC 10-9a-528 – Cannabis Production Establishments and Medical Cannabis Pharmacies
- UC 26-61a – Utah Medical Cannabis Act

PLANNING COMMISSION ACTION

The Planning Commission held a Public Hearing on December 10, 2019, the hearing was opened – the Public made the following comments:

- Kevin Homer, 5398 South 4000 West, thanked Mr. Parkinson for sharing the history of the situation, and for explaining the definitions that would be included in the code. As Mr. Homer looked through Title 10 Chapter 17, he was intrigued by the other uses that were already allowed in these zones. He was glad to see that this would be another option in Roy City. He encouraged everyone to think of this as another opportunity for a free market to expand within the City. He also encouraged everyone to refer to this as cannabis rather than marijuana, as cannabis did not contain THC, the hallucinatory component of the plant.

With no additional comments the public hearing was closed.

With no additional questions or discussion, the Commission voted 7-0; to forward to the City Council a recommendation of approval with the conditions and facts as stated within the staff report to amend the Title 10 – Zoning Regulations CH 17 – Table of Uses allowing Cannabis Production Establishments and Medical Cannabis Pharmacy as permitted uses. CH 31 – Definitions

ANALYSIS

Background:

In November 2018, Utah voters approved Proposition 2 which provided for the legalization of medical marijuana. Immediately after the election, the Utah state legislature called a special session to write a compromise bill that would replace the voter approved proposition and which would include local land use controls which were not included in the Proposition 2 language. In December 2018, the state legislature passed, and the governor signed, House Bill 3001, the Utah Medical Cannabis Act, providing standards for the qualifications, distribution, and general regulation of medical cannabis.

While most of the regulations in the Act are specific to or are the responsibility of the state of Utah and/or county health departments, the Act did set forth certain requirements for cities. Particularly, the state code requires that cities provide a location within either an industrial (manufacturing) or agricultural zone for the placement of a cannabis production establishment. In addition, the state code allows cities to govern the time, place, and manner of medical cannabis pharmacies if such an ordinance does not conflict with the standards set forth in the state code.



Based on the requirements in the state code, Roy City's Planning and Legal departments reviewed the city's zoning ordinance and is recommending a following changes to allow cannabis production establishments, which includes cannabis cultivation facilities, and medical cannabis pharmacies in certain zones in the city along with the applicable standards for their location and operation.

FINDINGS

1. The proposed amendments are consistent with the General Plan.
2. Is consistent with previous discussions with the Planning Commission.

ALTERNATIVE ACTIONS

The Planning Commission can recommend Approval, Approval with conditions, Deny or Table.

RECOMMENDATION

Staff recommends approval of the of the proposed amendments to the Roy City Municipal Code; Title 10 Zoning Regulations; CH 17 – Table of Uses allowing Cannabis Production Establishments and Medical Cannabis Pharmacy as permitted uses. CH 31 – Definitions

EXHIBITS

- A. Ordinance No 20-3

ORDINANCE No. 20-3

**AN ORDINANCE AMENDING THE ROY CITY MUNICIPAL CODE TITLE 10 – ZONING
REGULATIONS CH 17 – TABLE OF USES ALLOWING CANNABIS PRODUCTION ESTABLISHMENTS
AND MEDICAL CANNABIS PHARMACY AS PERMITTED USES. CH 31 – DEFINITIONS**

WHEREAS, the Roy City Council finds that it is advisable and beneficial to make an update to Title 10 – Zoning Regulations CH 17 – Table of Uses allowing Cannabis Production Establishments and Medical Cannabis Pharmacy as permitted uses. CH 31 – Definitions

WHEREAS, the Roy City Council finds that the modifications regulating the proposed changes will be of benefit and use in enhancing and increasing long-term viability of development within commercial and manufacturing areas which is important to the City; and

WHEREAS, the Roy City Planning Commission held a public hearing as required by law and has favorably recommended an amendment to the City Council; and

WHEREAS, the Roy City Council has received and reviewed the recommendation of the Planning Commission and City Staff, finding it to be consistent with the goals and policies of the Roy City Zoning Ordinance and General Plan, and has reviewed and considered the same in a public meeting.

NOW, THEREFORE, Be it hereby ordained by the City Council of Roy City, Utah, that Title 10 – Zoning Regulations CH 17 – Table of Uses allowing Cannabis Production Establishments and Medical Cannabis Pharmacy as permitted uses. CH 31 – Definitions

Note - Language to be added has been **bolded** and language to be removed has been ~~struck~~ through.

ADD**10-17-1 Table of Uses:****TABLE 17-2 - TABLE OF ALLOWED USES - NON-RESIDENTIAL ZONING DISTRICTS**

P = Permitted Use; C = Conditional Use; T = Temporary Use; X = Use Prohibited in the Zoning District (Zone)
A Use that is not identified in the Table of Uses is hereby determined to be a Prohibited Use within Roy City.

CC = Community Commercial
M = Manufacturing

RC = Regional Commercial
BP = Business Park

LM = Light Manufacturing
R = Recreational

USE	CC	RC	LM	M	BP	R
<u>Cannabis Production Establishments.</u> Cannabis Production Establishments may not be located closer than six hundred (600) feet to any residential zone and one thousand (1,000) feet from any community location. Shall be conducted within an enclosed building and be designed to filter inside air exchanges the outside through air filter systems that remove odors before exiting the building.	N	N	N	P	N	N
<u>Medical Cannabis Pharmacy.</u> Medical Cannabis Pharmacy may not be located closer than six hundred (600) feet to any residential zone and two hundred (200) feet from any community location. Shall also meet the following:	P	P	P	P	P	N
<ol style="list-style-type: none"> 1. Shall have one (1) entry door at the front of the building facing the street 2. Hours of operation are limited between 8 a.m. to 8 p.m. 						

Cannabis: all species of the genus cannabis and all parts of the genus, whether growing or not; the seeds of it; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from them, fiber, oil or cake, or the sterilized seed of the plant which is incapable of germination. Any synthetic equivalents of the substances contained in the plant cannabis sativa or any other species of the genus cannabis which are chemically indistinguishable and pharmacologically active are also included.

Cannabis Cultivation Facility: a person that:

1. possesses cannabis;
2. grows or intends to grow cannabis; and
3. sells or intends to sell cannabis to a cannabis cultivation facility or to a cannabis processing facility.

Cannabis Processing Facility: a person that:

1. possesses cannabis; acquires or intends to acquire cannabis from a cannabis production establishment or a holder of an industrial hemp processor license under Utah State Code Title 4, Chapter 41, Hemp and Cannabinoid Act;
2. possesses cannabis with the intent to manufacture a cannabis product;
3. manufactures or intends to manufacture a cannabis product from unprocessed cannabis or a cannabis extract; and
4. sells or intends to sell a cannabis product to a medical cannabis pharmacy or the state central fill medical cannabis pharmacy

Cannabis Product: a product that:

1. is intended for human use; and
2. contains cannabis or tetrahydrocannabinol.

Cannabis Production Establishment: is also a Cannabis Cultivation Facility, a Cannabis Processing Facility, or an Independent Cannabis Testing Laboratory.

Independent Cannabis Testing Laboratory: a person that:

1. conducts a chemical or other analysis of cannabis or a cannabis product; or
2. acquires, possesses, and transports cannabis or a cannabis product with the intent to conduct a chemical or other analysis of the cannabis or cannabis product.

Community Location: a public or private school, a licensed child-care facility or preschool, a church, a public library, a public playground, or a public park.

Medical Cannabis Pharmacy: a person that:

1. a. acquires or intends to acquire:
 - i. cannabis in a medicinal dosage form or a cannabis product in a medicinal dosage form from a cannabis processing facility; or
 - ii. a medical cannabis device; or
- b. possesses cannabis in a medicinal dosage form, a cannabis product in a medicinal dosage form, or a medical cannabis device; and
2. sells or intends to sell cannabis in a medicinal dosage form, a cannabis product in a

medicinal dosage form, or a medical cannabis device to a medical cannabis cardholder.

This Ordinance has been approved by the following vote of the Roy City Council:

Councilmember Burrell _____

Councilmember Jackson _____

Councilmember Paul _____

Councilmember Saxton _____

Councilmember Wilson _____

This Ordinance shall become effective immediately upon passage, lawful posting, and recording. This Ordinance has been passed by the Roy City Council this _____ day of _____, 2020.

Robert Dandoy; Mayor

Attested and Recorded:

Morgan Langholf; City Recorder