



ROY CITY COUNCIL MEETING AGENDA (ELECTRONIC)

JULY 21, 2020 – 5:30 P.M.

- A. No physical meeting location will be available.** This meeting will be streamed live on the Roy City YouTube channel. <https://www.youtube.com/channel/UC6zdmDzxdOSW6veb2XpzCNA>

B. Welcome & Roll Call

C. Moment of Silence

D. Pledge of Allegiance

E. 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 May 19 and June 16, 2020 Roy City Council Meeting Minutes
2. Sale of Surplus 2019 F150
3. Re-appointment of Planning Commission members

F. Action Items

1. Employee of the Month- Armondo Perez
2. Consideration of Resolution 20-29 Approving a contract with Stark Brothers Inc. for the 2020 concrete maintenance project.
3. Consideration of Ordinance 20-11 Request to amend the Zoning Map from R-1-10 (Single Family Residential) to R-1-7 (Single Family Residential) for the property located at approximately 4712 South 4300 West

- G. Public Comments** *If you would like to make a comment during this portion of our meeting on ANY topic you will need to email admin@royutah.org to request access to the ZOOM chat. Otherwise please join us by watching the live streaming at <https://www.youtube.com/channel/UC6zdmDzxdOSW6veb2XpzCNA>*

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. Presentations

1. Fraud Risk Assessment- Camille Cook

I. Discussion Items

1. Sponsored park benches

J. City Manager & Council Report

K. MOTION TO GO INTO A CLOSED MEETING TO DISCUSS PENDING OR REASONABLY IMMINENT LITIGATION.

- a. Closed meeting to be held in separate ZOOM electronic meeting.**



L. 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.

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 16th day of July, 2020. A copy was also provided to the Standard Examiner and posted on the Roy City Website and Utah Public Notice Website on the 16th day of July, 2020.

Morgan Langholf
City Recorder

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



ROY CITY COUNCIL MEETING AGENDA

MAY 19, 2020 – 5:30 P.M.

ZOOM WEBINAR WITH LIVE STREAMING ON YOUTUBE

A. Welcome & Roll Call

Mayor Dandoy called the meeting to order and took roll.

B. Moment of Silence

The audience observed a moment of silence.

C. Pledge of Allegiance

Councilmember Paul led the audience in the Pledge of Allegiance.

D. Presentation

1. UDOT Presentation-

Scott Lucas explained that he would be co-presenting with Tom Rowlands. Mr. Rowlands stated he was the UDOT project manager for this important project. He explained he was currently doing the environmental assessment for 5600 South. He added having met with the City and City Staff and had presented to the Council in the fall of 2018. As the team had changed, he pointed to the different team members. Mr. Rowlands began his presentation on screen. He described the focus area which included 5600 South from 3500 West all the way to the I-15 Interchange into Hill Air Force base.

Mr. Lucas explained that the study had been started a year and half prior. He discussed the stated Purpose & Need for the project: accommodate the 2050 Traffic demands for the corridor and the I-15 interchange. He added improved safety was also a goal and mentioned that the project was meant to accommodate active transportation. He further pointed to the environmental phase of the project. This phase, he explained included some scoping and helped develop goals and objectives as well as alternatives and impact. Mr. Lucas explained that as alternatives had been developed, UDOT had reviewed the project in the Fall of 2019. The corridor had been further studied to reduce impact, he explained. Based on the feedback, he described the changes that had been made. He discussed having met with Roy City leadership to discuss new layouts for the road. Mr. Lucas presented the preferred alternative that had been created. He pointed that the corridor had been shifted to the South. He described the widening that would be built allowing trails, bike lanes, and left turn lanes. He continued that there would be a grey separation on the new road to increase pedestrian safety and that the bridge over the railroad would be widened. He mentioned the different turn lanes and through lanes. He added that the bridge over 56th South would be widened as well. Because of the close proximity between Riverdale road and the 56th South interchange, he continued, a new ramp had been incorporated.

Mr. Lucas explained the design for the Interchange between 56th South and the I-15 interchange. He



mentioned that a unique feature of the interchange was a separation to get to Riverdale road. He continued that the bridge would also carry Freeway Park Drive. Mr. Lucas explained that the traffic had been analyzed and everything had been designed to be able to handle the 2050 traffic load with a service level of D or better.

Councilmember Burrell asked about the bridge across 56th South. Mr. Lucas clarified the location by reviewing a prior slide. Councilmember Burrell pointed that there was a school west of the bridge and asked whether this would allow the students from the South side to cross over the bridge. Mr. Rowlands explained that this had been discussed early on. He explained that students could cross, though some of them might have to walk a little further. Councilmember Burrell explained that she wanted to make sure that students' safety was not compromised. Mr., Rowlands pointed that the signal at the crossroad would be kept for added visibility and added that students could also use the bridge. He further mentioned another signalized crosswalk further on the road. Councilmember Paul asked about the bridge and whether it could be used as a school crossing. He pointed that if that were the case, the crosswalk would have to be ADA compliant. Mr. Rowlands explained that the crosswalk would be. Mayor Dandoy mentioned that this section had been discussed as potentially being a 45-mph zone. Mr. Rowlands explained that this was the case and that the width of the road justified the speed limit. Councilmember Burrell asked whether the speed limit would be reduced to 20 mph during school crossing times. Mr. Rowlands stated that he did not believe there legally could be both a crosswalk signal and a reduced speed zone.

Councilmember Wilson stated the light at light at 3100 West would be welcome news for the residents. Mr. Lucas explained that many people had requested this light. Councilmember Wilson asked when the project would be started and how long it would last. Mr. Lucas explained that the project was not currently funded, though the documents were ready. He explained that currently, the funding extended to year 2025 but added that he anticipated the construction would take place between 2025 and 2030. Mayor Dandoy explained that this was correct.

Mr. Lucas showed a drawing of the layout of the turn lanes. He further showed a graphic of how a car would travel on the 56th South Freeway Park Drive in both directions. Councilmember Burrell asked about the Riverdale exist and was told it would be combined with the 5600 South exit. Mr. Rowlands explained that this option would help smooth traffic and get people in and out in greater numbers. Councilmember Wilson asked about access to the Air Force Base museum. Mr. Lucas traced the path.

Councilmember Saxton inquired how much of the project would take towards 1900 West. Mr. Lucas showed the limits on his map.

Mr. Lucas described the bike lanes on 5600 South which were on both sides of the road and had their own loop. He continued by presenting the impact and assessment with an online right-of-way workshop. He mentioned having received 24 comments from the public and added that properties owners were invited to hear about the changes from UDOT. Councilmember Wilson asked about the amount of time given to business and property owners to relocate their property. Mr. Lucas explained that after agreeing to a purchase price, residential owners were given 90 days to relocate.

Councilmember Saxton asked about the number of properties that would be impacted. Mr. Lucas explained that there had been contact made with 88 business owners along the corridor. He explained that those fully impacted by the project amounted to 75 full acquisitions (15 commercial, 58 residential, 2 vacant). He described their locations on the map. He also pointed to two vacant lots needing to be used for water quality purposes. Councilmember Paul asked if it were possible to receive a copy of the comments made during the public outreach portion.

Mr. Lucas explained that there were another 75 partial acquisitions (46 commercial and 7 underdeveloped) where the front of the property had to be stripped. He added that in these instances, homes and businesses could stay at their location.

Mr. Lucas explained that COVID-19 had prevented public meetings. He explained that UDOT was trying to find ways to meet the federal requirements for public hearings while doing so safely. After public hearings, he continued, a decision document would be issued by the Fall of 2020. He explained that construction would begin between 2025 and 2030.

Mr. Lowlands explained that during the last legislative session, UDOT had worked to see if there could be ways to improve the interchange area without building a brand new one. He added that an intersection improvement at 1900 West would allow another ten years of bettered traffic movement. He explained that this improvement would come within the next couple of years. Mr. Lucas concluded the presentation.

Councilmember Paul pointed to an area where he felt more vehicles were being funneled into a bottleneck. He explained that this would back the traffic into 5600 South. Mr. Lucas explained that the project was including how the traffic would be impacted throughout the community. He explained that he believed the project would be efficient.

Councilmember Paul explained that the interchange at 1900 West was very backed up. Mr. Lucas explained that the improvements needed to increase the level of service had been developed after looking at all traffic demands. He added that traffic would move around. He continued that another part of the project would be to create a right turn lane Southbound Freeway Park Drive. He added this would give more time to the East/West traffic and alleviate the bottleneck Councilmember Paul had mentioned.

Mayor Dandoy explained that there was a timeline on environmental studies. He added that the dynamics of situations could change and asked how long an ENA study was considered to be providing reliable data. Dana Holmes explained that the shelf life on an environment project was five to seven years depending on the changes taking place in a given area. Mayor Dandoy stated that once approved, it would be a solid plan with maybe some small changes.

Mr. Lucas explained that some sensitivity testing had been performed regarding the volumes of traffic. Mayor Dandoy reiterated the timeline that would take place and asked who had the ultimate approval for the specific package. Ms. Holmes stated that UDOT had the final authority after all the State and public input had been received.

Mayor Dandoy discussed the right-a-way acquisitions and whether Roy could communicate to UDOT when properties came up for sale. Mr. Lucas explained that through the corridor preservation fund, UDOT had a mechanism to acquire properties. He added that the fund was strapped at the moment but that the Mayor was welcome to let UDOT know about properties for sale. Mayor Dandoy stated that when a full acquisition took place, properties had to be bought at market value. He added that he was concerned that UDOT would also be responsible to minimize any lease agreement that might be on the property. He continued that it would therefore be helpful to let UDOT know about potential options to purchase. Mr. Lucas pointed to a South East parcel that had generated the interest of a Maverick gas station.

Mayor Dandoy asked about where the public could direct its questions. He was told the public could speak with Kent Jorgensen or go the project site and call in. Ms. Holmes explained that the comment feature would only be available during the time when comments were accepted, after the document was released.

Outside of this open period, the phone number listed would be the way to contact Mr. Jorgensen.

Mayor Dandoy stated he would make the web address available.

Councilmember Jackson asked when the public comment period would begin. She was told it would be starting mid-June.

E. Action Items

1. Consideration of Resolution 20-11 Honoring the Roy High Royals Graduating Class of 2020

Mayor Dandoy asked if there were any comments. Councilmember Burrell thanked Mr. Andy Blackburn for his work on this resolution. Councilmember Paul stated that he was happy about the resolution.

Councilmember Paul moved to approve Ordinance 20-11. Councilmember Burrell seconded the motion. A roll call vote was taken. All Councilmember voted “Aye.” The motion passed.

2. Consideration of Resolution 20-12 Approving the Roy City Public Works Departments report of the completion of the Municipal Wastewater Planning Program Survey and authorizing its submission to the Utah Department of Environmental Quality’s Division of Water Quality

Councilmember stated the resolution was easy to read. Councilmember Paul stated he was pleased with the work put into this resolution.

Councilmember Jackson moved to approve Ordinance 20-12. Councilmember seconded the motion. A roll call vote was taken. All Councilmember voted “Aye.” The motion passed.

F. Public Comments

1. Kevin Homer

Mr. Homer stated he appreciated having the Pledge of Allegiance be part of the meeting. He mentioned that he had sent an email to the Mayor and the member of the Council on April 23, 2020. He explained that in this email he had provided recommendations on how to improve communication with the Planning Commission. He listed said recommendations:

- Create an email address specifically to correspond with the Planning Commission
- Include Zoom teleconferencing as part of all meetings
- Add a public comment section to the regular Planning Commission meetings to allow for some interaction.

Mr. Homer explained that he would appreciate some feedback.

2. Manual Gonzalez

Mr. Gonzalez stated that a lot of senior citizens depended on the pool for their exercise. He explained that he himself was not able to walk and could only exercise in the pool. He explained that he had been told the pool would not reopen until September which, he felt, was a lot as the pool had already been closed for several months. He explained that he had been going to a different pool to swim laps. He added that while he did not mind going there, he preferred to attend the Complex where the Silver Sneaker program was

offered. The other pool he went to did not offer gym facilities. He asked whether it would be possible for the pool to open sooner despite the threat of the virus. He explained that seniors needed to be able to stay active.

G. City Manager's Report

- Map of Cemetery

Mr. Andrews explained that the City had received comments about providing cemetery maps for Memorial Day. He explained that there would be three locations where maps would be offered.

- Shop Local Program

Mr. Andrews explained that 27 businesses had expressed interest in participating in the program. He added that the City would provide a 10-punch pass where customers would be rewarded for going to local businesses. He pointed to the different gift certificates had been provided by local businesses as rewards.

- Budget for FY 2021

Mr. Andrews discussed the decrease in sales tax with a downward projection of \$500,000. Transportation, he continued, would be down by \$78,000 while Class C roads would be down \$304,000. The total loss, he continued, was of \$882,000 in the general fund. He explained that the State was in a Yellow Stage but added that this stage was different from what it was before. He reminded the Council they had discussed the hurdles of Opening the Complex. He explained that the Health Department had given the City permission to open the Complex, but he pointed that the expenses attached to this were a hurdle. He explained that \$335,000 were needed to open the Complex. He added that with the capacity allowed, attendance would bring \$144,000. The shortfall, he continued, would come to \$190,000. He explained that considering the existing downfall in revenue, opening the Complex would bring the shortfall to over \$1 million. He continued that staffing would also be challenging. Councilmember Burrell asked about the enforcement of social distancing. She explained that this would add duties to the staff. Mr. Andrews explained that enforcing social distancing would require more staff. He explained that the Complex would be operating at 50% capacity with a reduced number of individuals at each location. He added that this could be overcome, and creative solutions could be implemented. Mr. Andrews asked if this was the best use of funds for Roy City. Councilmember Paul stated that the money could be pulled from somewhere and asked what would be the soonest the Aquatic Center could be opened. Mr. Andrews stated that he could open as soon as the first weekend of July. Councilmember Burrell asked about increasing the revenue by increasing the cost of tickets. She asked what the increase would need to be to make up for the revenue loss. She added that the cost concerned her. Mr. Andrews explained that increasing fees was also problematic as people might choose not to attend. Councilmember Paul explained that this was more than a social decision and that the Complex had to be run like a business. Councilmember Burrell stated that the Council had to be fiscally prudent. Councilmember Paul asked whether the Complex could be reopened while remaining prudent. He asked what the Council would do if the revenue shortfalls kept increasing. He mentioned that the idea of increasing property tax was unpopular but continued that it might be necessary. Councilmember Burrell mentioned that the loss in revenue could be mitigated by the individuals actually using the facility. Councilmember Jackson stated that she was not sure how the Complex would be handled with an increased cost, decreased capacity, etc. Councilmember Burrell stated that the liability was too great. Councilmember Jackson added that she believed the Aquatic Center should remain closed. Councilmember Wilson stated that though the State had labeled the phase "Yellow, low risk", the rate of

increase was worrisome. There had been no decline she continued.

Councilmember Saxton stated that two of the biggest concerns were the revenue that the Aquatic Center generated as well as capping capacity. Mr. Andrews explained that more people could attend as long as six feet remained between patrons: the capacity, he continued, would be of about 549 individuals. Mr. Andrews continued that patrons usually stayed a few hours. He explained that there could be a limit placed on how long individuals could stay. He continued that this was already built in the numbers and further limiting the time patrons could stay would further affect revenue.

Councilmember Saxton asked whether people who attended the Aquatic Center could be issued a wrist band that cut off the time they could stay allowing additional groups to come in. He continued by asking whether the Splash Pad would be opened if the Aquatic Center was not and added that the Splash Pad might be harder to gate. Mr. Andrews explained that limiting time spent might possibly help generate more revenue, though it would not equate the \$200,000 shortfall. He continued that he had not heard from the Health Department about how to handle the Splash Pad and added that he had been surprised how much had changed between the Orange and the Yellow Phase.

Councilmember Paul asked about the workings of the Splash Pad. Mr. Andrews explained that the Splash Pad was not usually open until Memorial Day. He added that a conversation with the health Department would be taking place soon. He continued that very few people would be allowed in the splash pad because of the requirement for distance with additional personnel. Councilmember Burrell asked how many of the people who came to use the Splash Pad lived in other cities. She pointed that it was not fair to Roy citizens to support the recreational needs of other cities' residents. Councilmember Wilson stated that she assumed about half of patrons came from a different city. She explained that she believed that it might be unwise to spend so much money.

Mayor Dandoy asked about the Complex. Mr. Andrews stated that the price of the Aquatic Center would double to make up for some of the shortfall. He added that when it came to the Complex, reopening was more realistic. He continued that an additional \$63,000 would be required to open and added that there would be limits to how many people could attend. He added, however, that there were multiple activities people could engage in. He mentioned that the Complex had a year-round pool, thus the Staff was already in place. Councilmember Paul asked about a non-resident fee. Mr. Andrews explained that said fees were already in place at both locations. Councilmember Paul recommended increasing this fee as other cities used the facilities. It was pointed that there was not a non-resident fee at the Aquatic Center and that the cost for non-resident passes could be increased. Furthermore, many 12-year old children came to the pool and did not have IDs.

Mayor Dandoy asked what the timeline would be to open the Complex. Mr. Andrews explained that the Complex usually shut down the week before Memorial Day and continued that it would take a couple of weeks to open. Travis Flint stated that building maintenance did great work and should be able to open by June 15, 2020. He stated that the classes for lifeguards had been started and suspended when the virus took hold. He added that training required \$6,000/year and that it would require six weeks to reopen in order to recruit and train employees with 40+ new lifeguards. Councilmember Burrell asked whether the Aquatic Center would be cost effective at any point. She added that the Aquatic Center would be much more expensive and challenging to reopen. Councilmember Burrell asked about enforcing social distancing based on Health Department guidelines. She pointed that it would be another health care cost and that the population at the Complex was the most at risk. Travis Flint explained there would be an increase in cost. He added that the rule was one person every 100 sq. feet and continued that monitoring would be required. He added that it was true that the Complex attracted a lot of senior citizens, particularly in the morning. He

pointed out that the government had changed what the Yellow Phase consisted of. He mentioned the Complex could have a potential time blocked just for senior citizens though this was not mandated by the Health Department. Councilmember Burrell asked about sanitation concerns. Mayor Dandoy explained that this had been removed from the Yellow Phase. He mentioned that a lot of places had not allowed access to lockers. Councilmember Burrell pointed that there might be liability issues. Mayor Dandoy stated that the Governor had tried to limit issues of liability. He continued that, while not an expert on the virus, the Council should follow the guidance of the Health Department. He pointed to all the guidelines that had been taken out and added that the responsibility had to be shifted to individuals. He added that staff would not be able to enforce everything such as checking if people were related or lived together. He continued that he believed that opening the Aquatic Center was not the right choice. He added that the Complex could be opened within the criteria defined by the Health Department.

Councilmember Burrell asked whether a liability disclaimer could be implemented. She was told that it was possible. Andy Blackburn stated that the City had government immunity in different areas. Councilmember Burrell pointed that disclaimers were common. Andy Blackburn explained that disclaimers would be helpful in pointing to patrons that they had to hold the City harmless for risks incurred. Mayor Dandoy explained that information was essential and would help decide when to open the Complex. He also brought up the issue of lifeguards who had to come close to people and asked about the kind of PPE that would be required. Mr. Andrews explained that this was still being worked on. He reminded the Council of the \$63,000 that would be needed to reopen. Mayor Dandoy asked the Council whether they wanted to let Staff move forward with opening the Complex. Councilmember Burrell asked what it would take to increase fees in order to address the shortfall. Mr. Andrews explained that the Staff could return to the numbers and answer these questions. He continued that many patrons had already paid for a membership. Councilmember Burrell explained that a supplemental fee could be assessed. Mr. Andrews explained this option could be explored. Councilmember Wilson added that she would like to have more answers before making a decision. She pointed to the risk the Staff incurred and mentioned she would like to prioritize safety. She added that the change to “Yellow, Low Risk” placed the responsibility on individuals. She continued that the City needed to make sure it did not create dangers for their employees. Councilmember Burrell explained that the information could be sought without the Council committing to anything. Councilmember Paul stated that the impact was more than monetary; it also involved the safety of individuals.

Mayor Dandoy stated that City employees had access to facilities at no cost. He added that if individuals left employment in good standing, they could continue to enjoy the use of facilities. He pointed that if the conversation was about the distribution of the fee, one solution could be to withdraw that privilege. Councilmember Burrell stated that the number of former employees using the facilities was minimal. Mr. Andrews confirmed that the number was minimal and added that he would make calculations with Staff to provide accurate numbers.

Andy Blackburn stated that there could be lawsuits if the City did not enforce a statewide policy. He continued that there would be a policing aspect to consider. Mayor Dandoy explained that he was not sure how to enforce such rules. Councilmember Wilson pointed that it would be difficult to tell whether people were family members. She added that people might not even know that they were contaminated. Councilmember Burrell stated that many cases were asymptomatic.

Mr. Andrews explained that playgrounds could be opened as well as park bathrooms. He added that the City was no longer required to wash playgrounds every day and that bathrooms had to be washed daily instead of every two hours. He explained that signs would be displayed stating social distancing was recommended. Councilmember Saxton asked about the Municipal Park and its athletic center. Mr.

Andrews stated that once finished, the athletic center could be opened. Mr. Andrews explained that he was waiting for more feedback from the Health Department before opening the Splash Pad. He added that Spring sports had been canceled and refunded but that they would resume in the late summer. He also mentioned comp leagues with reservations resuming on some of the fields with organizations having to submit a plan aligned with recommendations. He continued by saying that reservations for pavilions could be resumed with the first reservations taking place in August. He mentioned that the Municipal Building would start its summer hours and pointed that upon coming, individuals had to ring a doorbell. Mr. Andrews also mentioned that there was a drive-through. He continued that some of the simpler questions could be answered through the video doorbell and that the hope was to limit the number of people allowed inside.

Councilmember Paul asked about the neighborhood dumpster program. Mr. Andrews explained this program would resume in the Fall. He went on stating that there had been no increases in the budget but added that some of the City's fees would be increased as was the case with Waste Management. He explained that these increases would be subsidized by the general fund. He mentioned that he did not recommend adding the dumpster program as it demanded that Staff worked overtime. Councilmember Paul mentioned that this could be remedied by implementing a charge. Mr. Andrews explained that there were multiple facilities in neighboring cities that did charge a fee and added he was not sure Roy would be successful when adding a charge. Mayor Dandoy stated that Mr. Andrews should hold off on this project and discuss it in a subsequent workshop.

Mr. Andrews explained that the budget was being prepared. He added that questions could be answered in the upcoming budget workshop. Councilmember Saxton stated he had a comment but would wait until the workshop. He mentioned that one of his concerns was to keep the same cost for senior citizens if the Complex reopened. Councilmember Burrell asked how this could be paid for. Councilmember Saxton stated that cost to non-residents should be increased. He continued that seniors had been very hurt by the closures, and he did not think that seniors should be asked to pay for more for the same service. Councilmember Paul stated that while he agreed with Councilmember Saxton, he did not believe that all citizens should be forced to pay for senior citizens. Councilmember Burrell stated that these times were unprecedented and therefore, unprecedented measures needed to be in place. She pointed to the High School seniors who had had to adapt to this new reality. Councilmember Saxton stated he respected every Council member's opinion and expertise but added that he would like to see if some revenues could be found for seniors.

Councilmember Burrell thanked all the departments for their proactive actions and handling of the crisis. All Councilmembers agreed. Councilmember Paul stated that he had seen many stepping outside of their regular work duties to take care of the City.

H. Mayor & Council Report

Councilmember Saxton stated he was grateful that Twisted Sugar would be a part of the Roy business community. Councilmember Wilson asked whether a Sub-Zero shop was coming into town. Mayor Dandoy stated he had not heard this was the case. Councilmember Saxton stated the cookie shop could be opened in a few weeks. Councilmember Wilson discussed buffet establishments. Councilmember Saxton stated that buffets might provide single use plates to make sure people did not use the same plate twice.

Mayor Dandoy stated that all members had received copies of the budget. He recommended that they read the document and prepare questions to be ready for the next Council meeting. Mr. Andrews stated that he was hoping the budget to be approved during the last Council meeting in June 2020, to provide a Truth in Taxation. Councilmember Saxton asked whether that meeting would be live rather than on Zoom. Mayor

Dandoy stated that he would discuss this later in the meeting.

Mayor Dandoy reiterated the sports schedule. Mr. Andrews confirmed the schedule and explained that he was waiting for schedules for contact sports. Travis Flint listed the sports that would normally take place. Mayor Dandoy asked whether there would be a soccer season in the Fall. He was told there would. Mayor Dandoy explained that Roy City was viewed as having some of the best soccer field.

Mayor Dandoy stated he had discussed when the Council could reconvene. He explained that there would need to be six feet distance between all individuals and no more than 50 people in the room. He continued that this was the standard to be upheld. Mr. Andrews explained that under the current circumstances 10 to 14 people could be in the audience, including the directors and staff, four councilmembers, Ms. Langholf, and himself. He added that, as a result, the Council was limited on doing anything live and in-person. Mayor Dandoy pointed that important meetings were coming up. The budget meeting, he continued, should be held as a public meeting. He added this would be difficult given the current situation. Councilmember Burrell recommended the theater in Roy High School. Mayor Dandoy stated that residents unable to attend should be provided with a way to listen in on the meeting. Councilmember Paul stated that the representatives on the Sewer Board, who were officials of other cities, had let him know that they were resuming in-person meetings in early June 2020. Mayor Dandoy stated that everything would be done to protect people.

Councilmember Burrell stated that Mr. Homer had indicated he appreciated attending meetings via teleconferencing. She added that Zoom would always be an option rather than having in-person meetings. Mayor Dandoy explained that accommodations would have to be made and policies respected.

Mayor Dandoy thanked Mr. Andrews for all his work and leadership. Councilmember Wilson agreed.

I. Adjournment

Councilmember Jackson moved to adjourn the meeting. Councilmember Burrell seconded the motion. All Councilmember voted “Aye.” The meeting was adjourned at 7:49 PM.

Robert Dandoy, Mayor

Attest:

Morgan Langholf, City Recorder

RESOLUTION 20-29

**A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN AGREEMENT
BETWEEN ROY CITY CORPORATION AND STARK BROTHERS, INC. FOR THE
2020 CONCRETE MAINTENANCE PROJECT**

WHEREAS, the Roy City Council desires to have miscellaneous concrete curb, gutter and sidewalks maintained; and

WHEREAS, a Request for Proposals for the 2020 concrete maintenance project was advertised; and

WHEREAS, Stark Brothers, Inc. was the lowest responsive, responsible bidder; and

WHEREAS, the Roy City Council desires to enter into an Agreement which is attached hereto, with Stark Brothers, Inc., and

WHEREAS, the Agreement sets forth the respective rights and responsibilities of the Parties regarding the 2020 concrete maintenance project.

NOW THEREFORE, BE IT RESOLVED on this ____ day of July, 2020 by the Roy City Council that the contract for the 2020 concrete maintenance project be approved and awarded to the Stark Brothers, Inc. and that the Mayor is authorized to execute the Agreement.

Robert Dandoy
Mayor

Attest:

Morgan Langholf
City Recorder

Councilmember Wilson _____
Councilmember Paul _____
Councilmember Burrell _____
Councilmember Jackson _____
Councilmember Saxton _____

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **ROY CITY CORPORATION** (hereinafter called OWNER) and **Stark Brothers, Inc.** (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 replacing miscellaneous concrete curb, gutter, sidewalk and pedestrian ramps, and construction of new concrete curb, gutter, and sidewalk. The work includes furnishing and installing all related items and appurtenances as indicated in the Contract Documents.

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:

2020 CONCRETE MAINTENANCE 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.

4.02 *Dates for Completion and Final Payment:* The Work will be completed by June 30, 2021. This agreement may be extended, if agreed upon by both the OWNER and the Contractor, for two additional one-year time periods (three years total) on the same terms and conditions as provided in the contract documents, with price adjustments for changes in materials and labor costs.

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 equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Remove & Replace 4" Thick Concrete Sidewalk:	6,000	S.F.	\$7.00	\$42,000.00
2	Remove & Replace 6" Thick Concrete Sidewalk (Drive Approaches):	1,200	S.F.	\$8.00	\$9,600.00
3	Remove & Replace 30" Wide Concrete Curb & Gutter:	750	L.F.	\$29.00	\$21,750.00
4	Remove & Replace Concrete Pedestrian Ramps:	25	Each	\$500.00	\$12,500.00
5	Remove and Replace Concrete Waterways	600	S.F.	\$14.00	\$8,400.00
6	30" Wide Standard Curb & Gutter:	250	L.F.	\$22.00	\$5,500.00
7	4" Thick Concrete Sidewalk	480	S.F.	\$7.00	\$3,360.00

TOTAL OF ALL UNIT PRICES: **ONE HUNDRED THREE THOUSAND ONE HUNDRED TEN DOLLARS AND 00/100 (\$103,110.00)**

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 _____ 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 Bidding Documents.

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.

K. The Work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

L. The parties to this Contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set for in 24 CFR, and all applicable rules and orders of the Department issued prior to the execution of the Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

M. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising the said labor organizations or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

N. The CONTRACTOR will include this Section 3 clause in every subcontract for Work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR — and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

O. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, and all applicable rules and orders of the Department issued there under prior to the execution of the Contract, shall be the execution of the Contract, shall be a condition of the Federal finance assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its CONTRACTORS and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or Contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 *Contents:*

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. General Conditions;

5. Supplementary Conditions;

6. Specifications as listed in the table of contents of the Project Manual;

7. Drawings as listed in the table of contents of the Project Manual;

8. Addenda No. 1;

9. Exhibits this Agreements;

1. Notice to Proceed;

2. CONTRACTOR's Bid;

3. Documentation submitted by CONTRACTOR prior to Notice of Award;

10. 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 9.01 A 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 indicated in the General Conditions.

10.02 *Assignment of Contract*: 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 _____, 2020, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

ROY CITY CORPORATION

STARK BROTHERS INC.

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]



SYNOPSIS

Application Information

Applicant: Scott Wynn
Request: Ord. No. 20-11; Request to amend the Zoning Map from R-1-10 (Single-Family Residential) to R-1-7 (Single-Family Residential)
Approximate Address: 4712 South 4300 West

Land Use Information

Current Zoning: R-1-10
Adjacent Zoning: North: R-1-10; Single-Family Residential
South: RE-20; Residential Estates
East: R-1-7; Single-Family Residential
West: A-1; Agricultural [West Haven]

Current General Plan: Medium Density; Single-Family Residential

Staff

Report By: Steve Parkinson
Staff Recommendation: Approval with conditions

APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10, Chapter 5 – Amendments to General Plan and Zoning Ordinance

CONFORMANCE TO THE GENERAL PLAN

- Economic Development Goal 1; *To promote and make possible the realization of a high quality of life for the city's residents through the pursuit and implementation of good economic development practices*
- Residential Development Goal 1; Policy D: *The City's policies should encourage the development of a diverse range of housing types, styles and price levels in all areas of the City.*
- Urban Growth Goal 1; Objective 5; *To allow development to occur on parcels of land most suitable for and capable of supporting the kind of development being proposed.*

PLANNING COMMISSION ACTION

The Planning Commission held a Public Hearing on July 14, 2020, 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 to approve the request to amend the Zoning Map from R-1-10 (Single-Family Residential) to R-1-6 (Single-Family Residential) with the condition that only "Townhomes" can be built on the property.

ANALYSIS

Background:

The applicant is the land owner and developer, this parcel is on the east side of 4300 West. This is on the most western portion of Roy City, bordering West Haven. The parcel equals up to 5 acres (217,800 sq.-ft.).

Future Land Use Map:

Current Designation: The subject property currently has a land use designation as Medium Density; Single-Family Residential (see exhibit "B").



Amend Zoning Map:

Current Zoning: As mentioned above the currently the property is zoned R-I-10, the surrounding properties to are RE-20 (Residential Estates) to the South, R-I-10 (Single-Family Residential) to the North, R-I-7 (Single-Family Residential) to the East and A-I (Agricultural) to the West, in West Haven.

Requested Zone Change: The applicant would like to have the property changed to R-I-7 zoning to allow for a single-family residential subdivision with lots of similar size as to the East of this property.

Considerations: When considering a Zoning District Map Amendment, the Commission and the Council shall consider the following factors, as outlined in section 10-5-9 "Criteria for Approval of a ... Zoning Map" of the Zoning Ordinance:

- 1) The effect of the proposed amendment to advance the goals and policies of the Roy City General Plan.
- 2) The effect of the proposed amendment on the character of the surrounding area.
- 3) The compatibility of the proposed uses with nearby and adjoining properties.
- 4) The suitability of the properties for the uses requested.
- 5) The overall community benefits.

No amendment to the Zoning Districts Map (rezone) may be recommended by the Commission nor approved by the Council unless such amendment is found to be consistent with the General Plan and Land Use Maps.

The above section of the Zoning Ordinance asks some questions mostly looking at the effect the proposed zone and compatibility/suitability to the surrounding uses. Staff would like to comment on some these questions

General Plan Goals, Objectives and Policies –

- Within the "Conformance to the General Plan" section of this report it lists five (5) goals and policies that this type of development would satisfy.

The character of the surrounding areas (see Exhibit "A") –

- The aerial shows that the area is developing as Single-Family residential with a school at the corner of 4800 South and 4300 West.

Compatibility with surrounding area –

- If you look at the current zoning map and look 500 feet in each direction from this property, there are three (3) different residential zones (R-I-10, R-I-7 & RE-20) and an Agricultural zone. Rezoning this property to R-I-7 would allow more homes within the area similar to those on the east of this property.

Some additional questions that the Commission and Council needs to reflect upon are:

- Does changing are not changing the zoning provide the best options for development of this property or area?
- How can this property best be developed?

FINDINGS

1. It's the best and highest use of the land.
2. Provides and supports Roy City Economic Development.

ALTERNATIVE ACTIONS

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

RECOMMENDATION

Staff recommends approval of Ord. No. 20-11 for the request to amend Zoning Map from R-I-10 to R-I-7 with any conditions as outlined in the staff report.

EXHIBITS

- A. Aerial Map
- B. Future Land Use Map
- C. Zoning Map
- D. Ord. No. 20-11

EXHIBIT "A" – AERIAL MAP

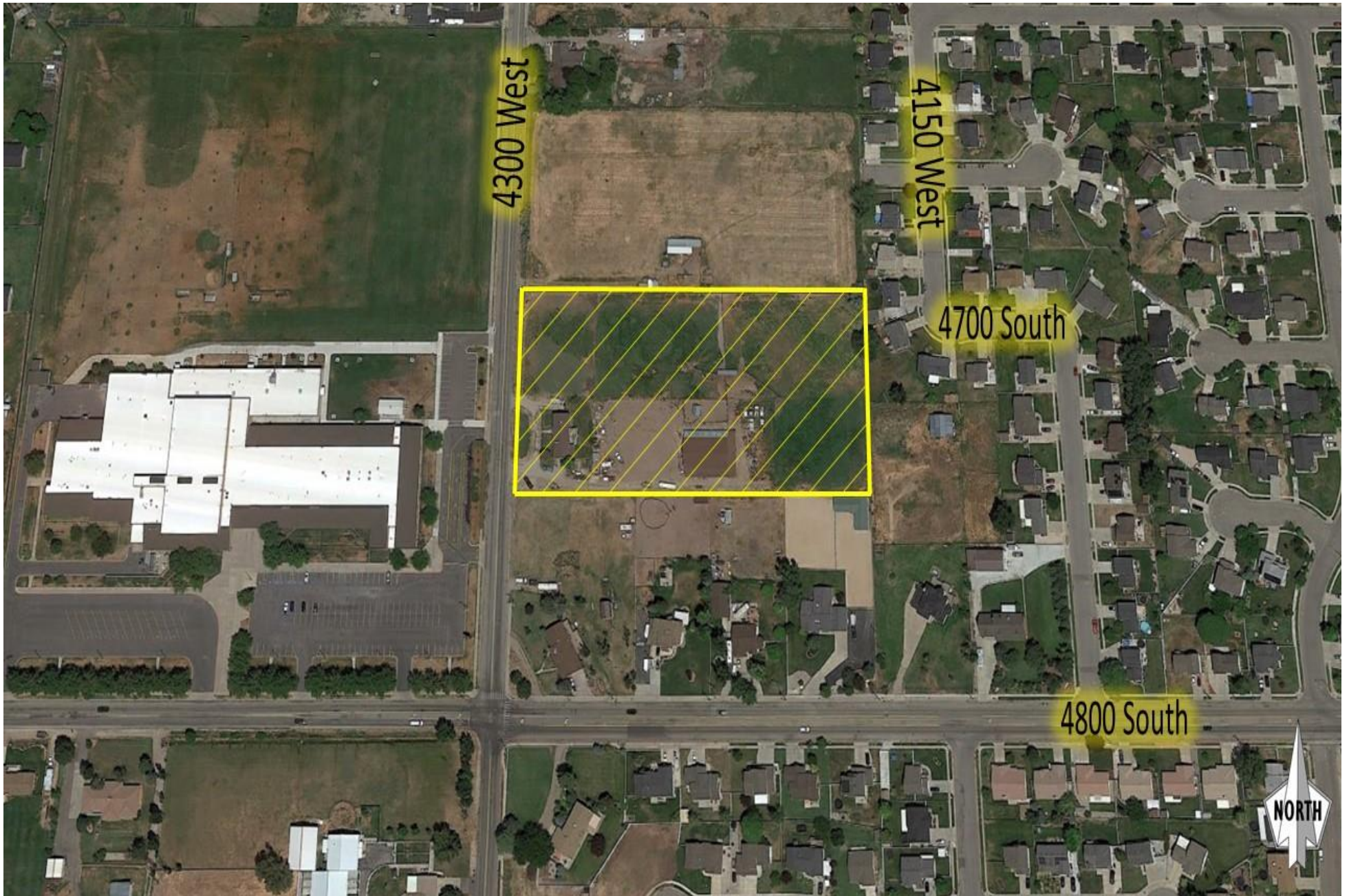
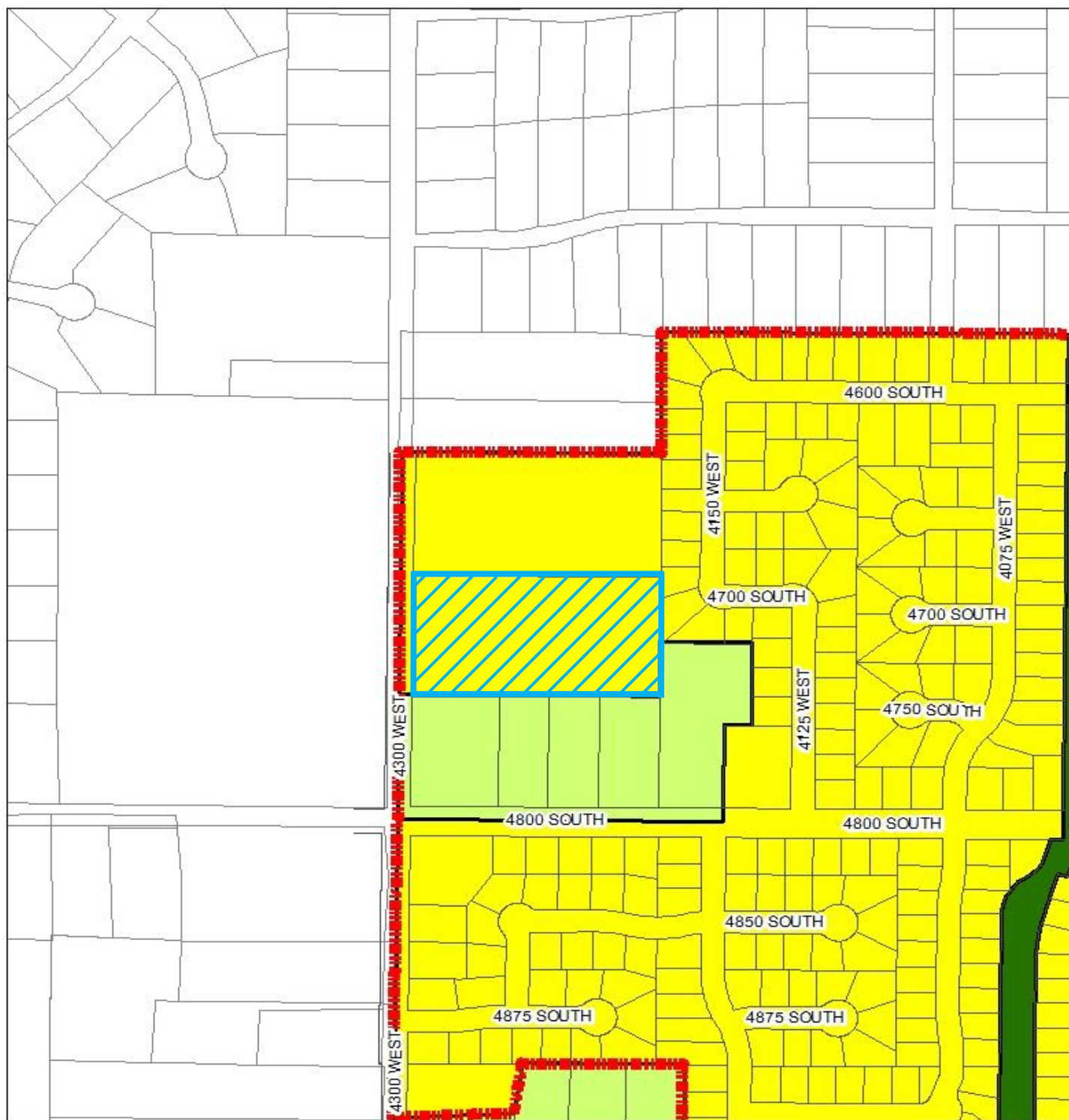


EXHIBIT "B" – FUTURE LAND USE MAP



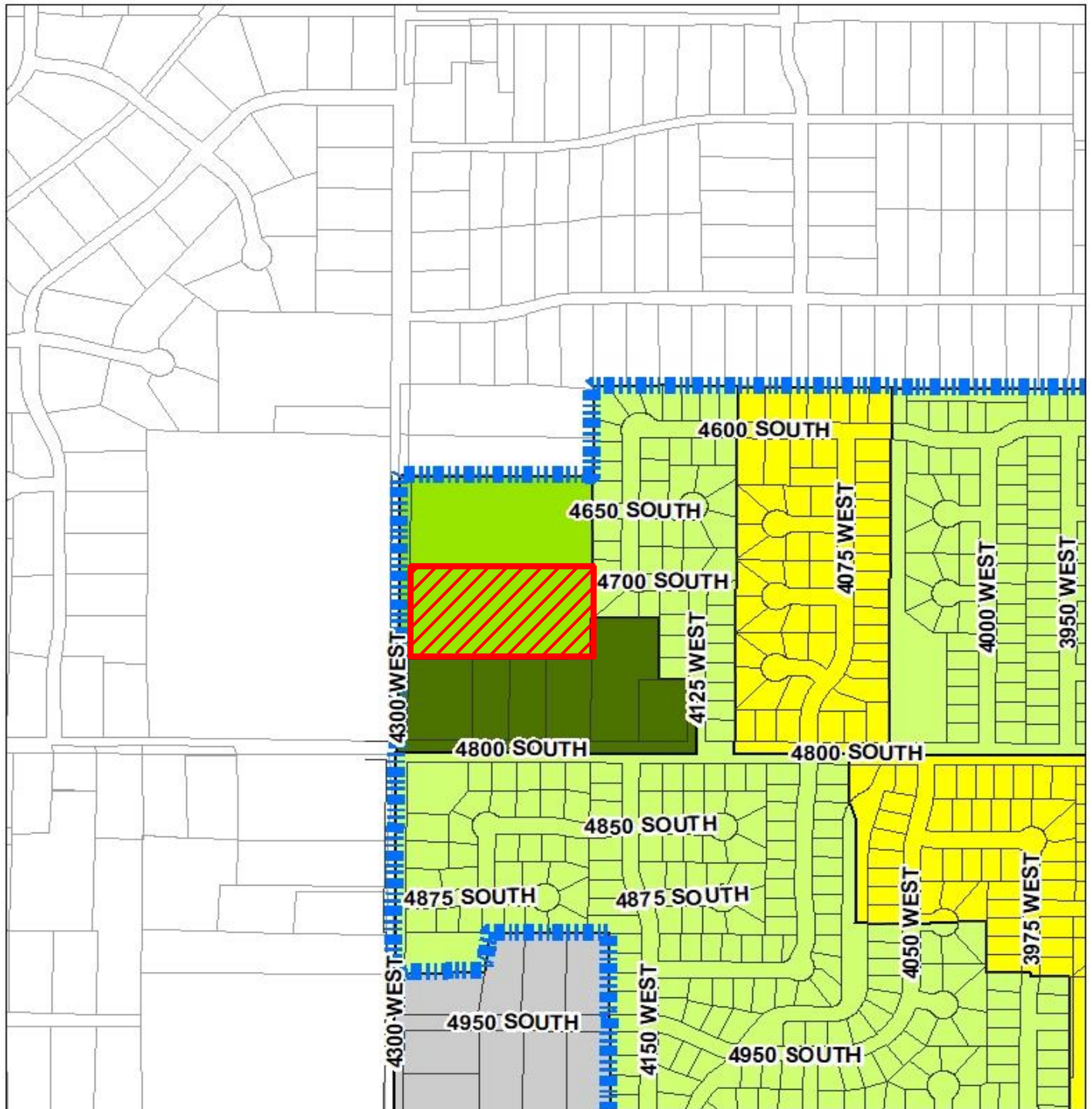
Legend

- | | |
|-------------------------------|---------------|
| Low Density Residential | Mixed Use |
| Medium Density Residential | Industrial |
| High Density Residential | Business Park |
| Very High Density Residential | Commercial |
| Parks & Green Space | Utility |
| Schools/Government/Churches | |

Future Land Use Map



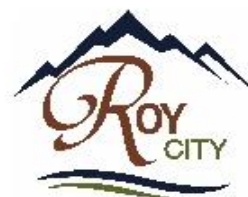
EXHIBIT "C" – ZONING MAP



Legend

	City Boundary		Parcels		Selected Parcel
	RC		R-1-6		R-3
	CC		R-1-7		R-4
	BP		R-1-8		RE-15
	M		R-1-10		RE-20
	LM		R-1-15		RD
	R		R-2		RMH-1
	D&RG Trail		I-15		Railroad

Zoning
Map



ORDINANCE No. 20-11

**AN ORDINANCE ESTABLISHING A ZONING DESIGNATION OF R-3 ON PROPERTY
LOCATED AT APPROXIMATELY 4712 SOUTH 4300 WEST.**

WHEREAS, Roy City has received a petition to change the zoning on a property comprising of approximately 2.89 acres (126,039.6 sq.-ft) of land located at approximately 4712 So. 4300 We. from a designation of R-1-10 to a designation of R-1-7.; and

WHEREAS, the Planning Commission held a public hearing to review the petition and favorably recommended the change; and

WHEREAS, the City Council finds that the proposed amendment will advance the existing goals, objectives and policies of the General Plan and is assured that the continued residential use of the properties will be conducted appropriately; and

WHEREAS, the City Council 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 the zoning designation of the properties at 4712 So. 4300 We. be established as an R-1-7 designation and that the *Roy City Zoning Map* be amended to depict the same.

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

Councilman Burrell _____

Councilman Jackson _____

Councilman Paul _____

Councilman Saxton _____

Councilman 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