



## ROY CITY COUNCIL MEETING AGENDA (ELECTRONIC)- AMENDED

**JULY 7, 2020 – 5:30 P.M.**

**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>

**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 May 19, June 2, and June 16, 2020 Roy City Council Meeting Minutes

**E. Action Items**

1. Consideration of Ordinance 20-6 amending the Roy City noise control ordinance by adding section 4-4-3.5 to prohibit engine braking on Utah State Road (SR) 97 from 1900 West to 4300 West, except for the overpass on SR 108 from Hinckley Drive to 3500 West
2. Consideration of Resolution 20-18 A Resolution of the Roy City Council ratifying the July 25, 2015 Interlocal Cooperation Agreement for mutual aid and fire emergency services with Hill Air Force Base and amending it to include automatic aid services.
3. PUBLIC HEARING *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](mailto:admin@royutah.org) to request access to the ZOOM chat.*
  - a. Resolution 20-23 approving adjustments to the FY 2021 budget
4. Consideration of Resolution 20-24 approving a fee for the provision of Roy City Administration records
5. Consideration of Resolution 20-25 approving ambulance transportation charges
6. Consideration of Resolution 20-26 approving a contract with Post Construction Company for the 6000 South sidewalk, curb and gutter project
7. Consideration of Resolution 20-27 approving a contract with Post Construction Company for the 5500 South sidewalk, curb and gutter project
8. Consideration of Resolution 20-28 approving a contract with Staker Parson Companies for the 2020 street maintenance project
9. Consideration of Ordinance 20-10 Repealing and reenacting Title 1 Chapter 6 Section 5 of the Roy City Code by re-organizing and updating meeting provisions including those relating to electronic meetings and city records; also amending Title 2 Chapter 1 by adding a new section 2-1-10 regarding planning commission meetings.
10. Consideration of Resolution 20-29 reapproving the interlocal cooperation agreement for the distribution of CARES act funding between Roy City, Weber County and various Weber County Cities, with the deletion of section 10

**F. 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](mailto: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](mailto:admin@royutah.org). Your information will be forwarded to all council members and a response will be provided.*



**G. Presentations**

**H. Discussion Items**

1. Off Street Parking
2. No Soliciting Policy

**I. City Manager & Council Report**

**J. 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](mailto: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 2<sup>nd</sup> 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 2<sup>nd</sup> day of July, 2020.

**Morgan Langholf**  
City Recorder

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



**ROY CITY**  
**Roy City Council Work Session**  
**June 2, 2020 – 5:30 p.m.**  
Roy City Council Chambers  
5051 South 1900 West

Minutes of the Roy City Council Work Session held via ZOOM on June 2, 2020 at 5:30 p.m. Notice of the meeting was provided to the Utah Public Notice Website at least 24 hours in advance. A copy of the agenda was posted.

The following members were in attendance:

Mayor Robert Dandoy  
Councilmember Burrell  
Councilmember Paul  
Councilmember Saxton  
Councilmember Wilson  
Councilmember Jackson  
Councilmember Tafoya

City Manager, Matt Andrews  
City Attorney, Andy Blackburn

Also present were: Management Services Director, Camille Cook; Police Chief, Carl Merino; Fire Chief, Craig Golden; Parks and Recreation Director, Travis Flint; Public Works Director, Ross Oliver; City Recorder, Morgan Langholf

**A. Welcome & Roll Call**

Mayor Dandoy welcomed those in attendance and noted Councilmembers Burrell, Paul, Saxton, Tafoya were present.

**B. Discussion**

**1. Recreation Discussion**

Mr. Flint explained that several situations had been discussed with Parks and Recreation. He stated that there had been ideas put forth to allow the Recreation Complex to reopen. He added that he had sent out a procedural manual to show the different steps required to open during a Yellow Phase of COVID-19. He explained that the three main concerns were procedural, economical, and legal: procedural measures had been addressed through the email provided to Council the night prior, he noted. He continued that Staff had PPE equipment and thermometers available and that he felt comfortable that Staff would be protected with PPE equipment. He continued that signage would be critical as well as employees checking facilities use. He explained that in certain areas, it would hard to police patrons. He shared that the cost of opening the Complex would be \$8,000 per week. Memberships, he continued, might cause issues from a PR perspective and additional liability waivers might be required.

City Attorney Andy Blackburn explained that there had been questions regarding liability issues. He explained that negligence on the part of the City might lead to lawsuits. He read a definition of liability based off of the current crisis.

The question was asked as to whether this applied to both employees and patrons. Mr. Blackburn answered that this was the case. Councilmember Jackson suggested waiting for the Green Phase. Councilmember Burrell explained that she believed this crisis might not go away quickly. Mr. Flint explained that he believed there to be a new normal with an increase of needed cleaning in fitness rooms and highly touched areas. He added that the Complex had always been a clean and sanitized facility but pointed that there would need to be added measures. Councilmember Wilson explained that the basketball team was resuming its workouts on June 2, 2020. She explained that students were not allowed to bring their bags, use water

fountains, etc. She asked whether the Complex had to provide showers and locker rooms. Mr. Andrews explained that the conclusion had been that it would not be allowed to shut out showers. Furthermore, he added, patrons would be asked to shower before entering the pool, therefore showers were necessary. He explained that a set number of keys would be handed to know which lockers required cleaning. He mentioned that Staff had tried to think through all potential issues. He went on discussing water fountains which would be shut off while touchless fountains would be kept running.

Mayor Dandoy asked for the earliest date the Complex could be opened to the public. Travis Flint, Parks and Recreation Director, stated that after talking to building maintenance, the earliest the Facility could be opened would be June 15, 2020. He continued that if the Council wished to push opening to a later date to work on other guidelines, Staff would make this possible. Mayor Dandoy stated that the Complex could be opened between June 15 and July 1, 2020. He added that the County was preparing to resume normal meetings with some social distancing and asked the Council whether the City was ready to open the Complex.

Councilmember Burrell stated that this was 10 weeks ahead of the initial September 8, 2020 deadline. She pointed that this would cause an added \$80,000 expense. Camille Cook, Management Services Director, explained that the amount for the current fiscal year was already included in the budget. She continued that the budget could be used "as is" with an additional \$63,000 from fund balance. Councilmember Burrell confirmed that an early opening would only cost \$63,000. Councilmember Paul asked about the cost for opening two weeks early. He was told that it would amount to \$16,000, which was budgeted in the current year budget.

Mayor Dandoy asked whether the Council saw any reason not to open the Complex between June 15 and July 1, 2020. Councilmember Paul stated that it was important to open when it was safe while not generating too many extra expenses and work. He explained that the Complex was meant as a service for patrons which should be opened as quickly and safely as possible.

Councilmember Burrell asked whether the number of patrons would be limited. Mr. Flint stated that the loss of participation should be minimal. He added that there would be limits in specific areas such as the weight room. He noted that other facilities that had opened had seen a reduction in attendance and stated that one unknown variable would be the Saturday open-swims. Councilmember Wilson asked if there was a possibility that so few people would come that the Complex could not be kept open. Mr. Flint explained that he hoped this would not be the case. Councilmember Jackson asked about the number of people allowed in the Complex under the Yellow Status versus the Green and added that she would like to know whether patrons would have to wear masks. She also discussed the age of patrons. Mr. Flint stated that wearing a mask would be up to the patrons though Staff would be wearing a mask. He continued that when it came to seniors, an idea was to give them their own entrance and exit. He further added that the difference in number would be that the Green Phase allowed 250 people in the pool versus 125 during the Yellow Phase. He continued that the fitness room with its occupation capacity of 70 would have to be kept at 30. Mr. Flint further explained that when it came to the basketball court, the same amount of people could be let in while the weight room would be limited during the Yellow Phase. Andy Blackburn asked whether high risk individuals could be kept safe. Mr. Flint explained that the facility was used by individuals who qualified as high risk and continued that such individuals would be encouraged not to come to the Complex. Mr. Blackburn mentioned that there might be situations where seniors could not be kept away from the rest of patrons. Councilmember Paul asked whether this would be part of the screening process patrons would go through. Mr. Flint stated that it would be and added that there would be tracing taking place as well as screening. Councilmember Jackson asked whether tracing was about keeping track of patrons' body temperature or answers to the health questions. She asked whether answers to the questions could lead to barring patrons from entering the Complex. Mr. Flint stated that Staff did not need to document this information but rather needed to be able to contact patrons in the event of an outbreak at the facility but

added that someone with an elevated temperature would be turned away. Mr. Blackburn confirmed that this was legal.

Councilmember Burrell stated that if the Complex could safely be opened, it should be. She added that this might be a moving target requiring a closure later on. Councilmember Paul stated that seniors were often looking forward to using the Complex and added that he was interested in opening the facility. Councilmember Jackson stated that issues of minimum occupancy needed to be addressed. Councilmember Burrell explained that the Complex did not operate on a cost base, but rather saw its facilities as a service. Mr. Flint mentioned that he believed the Council considered itself a good steward of City funds. He continued that if the Complex did not serve enough members of the community, a closure would be considered. Councilmember Burrell stated that this should be known quickly because of the demographic served by the Complex. Councilmember Saxton mentioned that he hoped that the Health Department would provide guidelines and that higher numbers could be drawn in. He pointed that he understood that seniors needed the facility and continued that to justify the closing of the Aquatic Center, it would be important to have the Complex functioning at capacity. He added that it was important for the City to offer some form of wet service during the Summer months.

Councilmember Wilson asked whether the City had to contend with an illness like this in the past. She added that when people got ill, they often blamed a public location. Mr. Travis stated that this question had not been asked before and pointed that things were changed going forward. He mentioned that the Complex Staff knew a lot of the patrons and called them by name. Councilmember Jackson asked whether the guidelines would be displayed. Mr. Flint explained that this would be the case and emphasized the importance of signage. Councilmember Saxton explained that his workplace used signage to prevent customer service representatives from having to ask hard questions to patrons. Councilmember Burrell stated that the SLC airport had changed and pointed that signage explained what was allowed but that bags were also checked. She added she appreciated both the monitoring and the awareness and recommended going beyond signage. Mr. Flint explained that different disinfectants had been discussed and added that every individual walking into the facility would have the opportunity to disinfect the space they used on top of staff's efforts. He added he wanted everyone to feel safe in the City's facilities. Councilmember Wilson stated that people wanted to lose the weight they had gained during quarantine and that the Complex should be reopened. She added that seeing the safety of the space, more people would attend through word of mouth.

Mayor Dandoy stated that he believed the Council felt the cost was acceptable and that PPE was available for employees. He added signage had been deemed important as was disinfecting the space. He went on stating that there would be no legal issues with reopening and pointed a vote was not necessary: the process of reopening could be started. Councilmember Burrell explained that Staff had to be conservative in the event of any concern. Mr. Andrews explained there would be a financial impact to the budget of \$8,000/week. He added that the budget would need to be balanced and mentioned that this would need to be taken from sales tax or fund balance. Councilmember Burrell asked Ms. Cook what the best plan for the budget would be. Ms. Cook stated that it could be done as a resolution on June 16, 2020, with a budget amendment. She continued that adjustments might be needed throughout the year depending on the fluctuations of sales tax. Councilmember Paul stated that he liked the idea of a ladder as everything in the budget was based on projected income and adjustments would be made.

Councilmember Wilson pointed to page 51 of the budget and asked what the \$53,000 would be added to. Ms. Cook pointed to the Recreation Complex expenses. She detailed the different amounts including revenues and explained this could be revised in September 2020. Councilmember Saxton pointed that he believed the City revenues would improve because restaurants had reopened or were working online. He asked Mr. Flint if it was possible for the City to take the temperature of all people coming in the Complex. Mr. Flint stated that the Complex had been equipped with touchless thermometers. Councilmember Saxton

stated he hoped to see additional sales tax revenues now that eateries had reopened. Councilmember Burrell stated that while it was good to be optimistic, the sales tax revenue from eateries would not be that significant. Councilmember Saxton stated that these sales tax would make up for some of the expenses created. Ms. Cook stated it was important to be conservative until the City knew how businesses had weathered the crisis. Councilmember Wilson stated that she believed there would be a chance the Complex would create a deficit by opening before September.

## 2. FY 2021 Budget

Mr. Andrews shared his screen. He explained that there had been several questions from the Mayor and Council.

Ms. Cook mentioned that she had worked on 16 budgets but added that this one was the most challenging ones. She explained that budgets were based on revenue projections, forecast, and historical information. She explained that this budget had been based on the reports and advice of subject matter experts. She explained that 68% of general fund revenues came from tax revenue. The second largest source of revenue, she continued, was charges for services. She pointed to the major categories of tax revenues, which were sales tax and added that sales tax was the most volatile due to economic conditions. Many experts, she continued, had referred her to the UCLA Anderson forecast. She explained that for April and June, predictions were that sales tax would decrease by 6.5% and by another 1.9% July through September. Though reopened, she continued, businesses were not at full capacity with a lack of consumer confidence. She continued that sales tax projections predicted a 9% decrease from the previous fiscal year. She explained that sales tax was distributed in both point of sale and population. She further went on that half of the sales tax came from population, which, she added, meant that all the sales tax collected from the State of Utah went into a fund which was later distributed to cities based on their population. She added that the economic recovery of other counties would impact how much all cities would receive and continued that there was a two months delay in terms of sales tax data: April sales tax information would not be available until June 20, 2020. Projections had been a challenge, she continued, and there would be no year-long sales tax numbers until the end of August. She explained that numbers all the way through June needed to be examined before making final decisions on the budget. She mentioned that August would be the time to do so.

Mayor Dandoy spoke of the 50% split with one half based on population and the other half based on POS. He explained that things were different for Roy. He explained that 1/3 of all revenue gained from sales tax was generated as a result of POS while 2/3 of all sales tax was based on population.

Ms. Cook explained that Staff usually did three budget openings a year. One, she pointed was in June while another happened in September. She mentioned sales tax projections were likely to require revisions throughout the year. She continued that fund balance was estimated based off of the available fund balance from the previous years' audit, with the addition of the estimated current year revenues, and the subtraction of estimated expenditures. She explained that this budget attempted to cut expenses as much as possible. The percentage of fund balance might need to change, she added, as there was a large decrease from the previous year. The budget, she continued, was a plan of expected revenue and expected expenses. The CAFR, she pointed, would provide actual amounts in December. She mentioned that FY19 finished with about 21% in fund balance reserves and pointed that expenses had been slowed since March. She explained that she hoped the reduction in sales tax revenue could be matched in order to keep the fund balance as close as possible to what it was. She added that until the sales tax data was obtained, it was unclear what this percentage would be.

Mr. Andrews reviewed the year end fund balance methodology. He explained that fund balance was a percent of revenue, therefore, if revenue went down or budget went down, the fund balance would go up.

Decreasing revenues, he continued, meant the City had to spend less. He added that he was often asked what the fund balance was and clarified that this number was a moving target. He continued that this would be settled in December but reminded the Council that the City had slowed its expenditures quite a bit. He pointed to good sales numbers in the auto market due to discounts. He added that some of the fund balance could be moved to capital projects funds. He added that a lot of capital needs had been cut from the budget and pushed to a later time. He clarified that some projects were required while others had to be pushed back. The budget, he continued, was very versatile.

Councilmember Paul asked whether, in the event of more revenue than planned, the budget could be opened, and projects added. He was told that it would be possible. Mr. Andrews explained that there would be a budget amendment for the current year during the upcoming council meeting. At this time, he continued, money coming out of fund balance or going into capital projects could be anticipated. He continued that the end of the year would be too late to course correct, but that actual number should be available in September 2020. He mentioned that the threshold was 5% to 25% and that anything over that would be put into capital projects. There would be a proposal during the next Council meeting, he continued. Mayor Dandoy clarified that these comments were made regarding the current budget, but that Mr. Andrews was also presenting a budget for the next physical year, a budget which should also be up for approval.

Ms. Cook explained that charges for services were reviewed every year and added that revenue projections were based on known factors at the time of the proposal. She pointed that the April forecast for charges and services had been studied and added that there might be a slowing for future development. She mentioned that there were commercial developments that were expected to continue and listed several such developments. She added that charges for services should remain flat as there were some offsets. She continued that the sales tax budget was also very adaptable. When it came to the Justice Court, she continued, the Court was currently open and hearing cases through electronic processes. Certain trials and cases, she added, had been reschedule to mid-June based on recommendations from the Court. She further stated that fines were anticipated to be assessed as usual with no decrease in fine revenue.

Ms. Cook explained that Class C road funds were based on the number of gallons of gas sold and the number of miles of road in each City. UDOT, she continued, had estimated that during the Red Phase, 40% less vehicles were traveling the I-15 every day. While there had not been such a large decrease in Roy, she continued, people had been teleworking, and the Yellow Stage encouraged teleworking. She pointed that consumption would therefore be lower this summer. She added that Class C road funds could only be used on roads. She mentioned that the City wanted to continue with road projects, or \$423,000 of the \$3 million available, and about \$84,000 of the \$500,000 available in the transportation and infrastructure fund.

Mr. Andrews reviewed the strategic planning session and legislative budget. He explained that the plan had been adopted four years prior. He explained that five different area of improvement had been identified and mentioned that a strategic planning session should be scheduled in November as it provided ample time for Staff to include any planning processes. He added that budget priorities, long term goals, capital needs, and revenue sources could be discussed. He stated that he had hoped to have this strategic plan completed in February 2020 but added that the timing had been disrupted by the pandemic. He explained that November 2020, might now be the best time for this plan and explained that it would be beneficial for all members of the Council to be on the same page. Mr. Andrews discussed the different non-profit agencies that Roy had supported and mentioned the Roy High graduation where banners and signs had been purchased. He continued that the Boys and Girls Club was also sponsored. He further discussed the \$8,000 that had been given to the YCC during the prior physical year. He continued that the funds given to non-profits had been reduced by \$16,000 but mentioned that the City Council still had a \$23,000 line item for Council contingency, which could be allocated to some non-profits.

Mr. Andrews discussed the memberships included in the budget. He explained that memberships were still in the budget. Ms. Cook explained that all positions becoming vacant had been evaluated by HR for outside recruitment starting in mid-March. She added that recruitment was only taking place when a position could not be absorbed by other, existing positions. The majority of part time and seasonal positions, she continued, had been suspended. She explained that only three full-time positions had been recruited externally: A Police Officer, a Fire Fighter, and a Building Official. She pointed that the personal changes were reviewed in the budget and that there was a title change from Finance Clerk to Payroll HR Technician. She added that Roy City had one full time janitor position with the remainder of janitorial functions completed by an outside company. The Streets Division she pointed had an employee retire which allowed a reduction in the amount of wages. She further added that part of the process of evaluating positions was to look at the skills involved. One new position had been added in the prior fiscal year and the actual amounts needed for the position had been adjusted in the present budget. She mentioned the Miss Roy Scholarship Funding, which, she explained, would be booked as a liability to continue with the obligation.

Ms. Cook explained that there was an enterprise fund transfer every year. She mentioned that the general fund covered IT and Risk management funds that provided administrative, clerical, and maintenance support. Enterprise funds, she continued, were Water, Sewer, Storm Sewer and Solid Waste Utility Funds. These funds received revenue in the form of user fees with the personal supporting this fund split between the general fund and the utility fund. She added that a public hearing would need to be held and was scheduled for the June 16, 2020, Council meeting. She added that the Utility Fund should act like a business: the fees charged should cover the cost of operation. She continued that fees had been increased, though not during the pandemic, and would be revisited in the Fall.

Ms. Cook explained that there were a few public meetings. She mentioned the FY2021 Budget Adaption as well as property tax rate certification. This information was being decided by the county based on the values of the homes, she explained. The FY2021 Enterprise Fund transfer was also on the agenda for the June 16, 2020, Council meeting. Furthermore, she added that a Year End Budget opening would be proposed to close the year. She continued that there would be a public hearing for the RDA meeting which would allow a budget to be adopted by June 22, 2020.

Mayor Dandoy asked if Council members had any questions. There were none.

Mayor Dandoy asked how much the City paid for the Miss Roy Scholarship. Ms. Cook explained that the winner received \$1250, and the First Runner Up \$500. She added she did not know what the Second Runner Up received. Once they had won, student winners had to be registered somewhere and submit their registration for reimbursement. Mayor Dandoy pointed that there might be previous winners who might not have claimed their scholarship yet. Ms. Cook explained that Staff was keeping track of previous winners.

Mayor Dandoy explained that there had been comments about non-profit donations. He explained that the budget having been reduced, the question would come before the Council of how to spend the money approved. Ms. Cook confirmed that this portion of the funds came from the Legislative portion of the budget. Mayor Dandoy explained that even the Council's pay came out of this budget.

Councilmember Paul pointed that there had not been any downsizing and that merits had been put on hold. Ms. Cook explained that the merits had been included in the budget but differed to January 1, 2021. Councilmember Paul explained that he was impressed by the Staff and all the work they had accomplished. He added that Roy's quality of life came from its employees.

Mayor Dandoy explained that going through the last recession from 2009 until 2015, there had been no merit increase for the employees. He pointed to Ogden City had declared they would not be giving any



merit increase to any of their employees during the upcoming fiscal year. He added that the GDP would be looked at in July and a possible recession announced but mentioned that he believed all indicators pointed in that direction. He explained that the employees had gone through this trial before and would have to wait and see. He further added that this was about protecting the employees' jobs. Councilmember Paul explained that the projections would show what could be done later on. He explained that this was a difficult decision that could be re-evaluated quarterly. Councilmember Wilson explained that citizens were paying the bills while they had no income. She therefore appreciated the attempts to complete the budget. Councilmember Burrell explained that the moral had to be kept up for employees. Mayor Dandoy stated that there was no better time for Mr. Andrews and Ms. Cook to guide the City through these difficult financial times. Councilmember Burrell explained that it was good to lean on Ms. Cook and Mr. Andrews' advice. Councilmember Paul stated that there still was development on Falcon Hill, which was beneficial to the City. He continued that developers were still interested in the City despite the current conditions and added that the City should still be able to attract other businesses while monitoring the situation.

Mayor Dandoy stated that the challenge was that the budget had shed \$1.7 million or 10% of the revenue out of the revenue stream. He explained that there would not be time to get into a Truth in Taxation process: there would be no property tax revenue increase. He added that an election year was coming and explained that it would be hard for a City Council to discuss an increase in property tax then. He mentioned that the best the Council could hope for was to sit down together two years from the current moment to ask how to generate revenue. This, he continued, was with the assumption that the City could recover from the current blow. He pointed that if the budget continued suffering such deep cuts, there would be difficulties paying City bills. He pointed that the Council was the revenue generating organism through approval of fee increases, tax increases, etc. Mr. Andrews and his team, he added, was responsible for expenditures. Maintaining the same level of services, he continued, would become impossible without a property tax increase. Mayor Dandoy explained that more sales tax and business opportunities was also a way to increase revenue. He added that some of these developments needed to happen before UDOT made the decision to remove 75 properties from Roy. He added he hoped UDOT slowed down to allow Roy to work on its plan for the corridor on the South side of 5600 South. He reminded the Council that UDOT did not pay property or sales tax. Councilmember Paul explained that Falcon Hill should be a catalyst for commercial development.

Councilmember Burrell explained that trust needed to be developed with constituents through education. Mayor Dandoy stated that all downtown developments had been handled slowly. He continued that Council meetings could resume normally as early as July and added that a strategy needed to be developed and expressed in a townhall before making a legislative decision. Councilmember Burrell explained that the Council had to be flexible with their strategy. Mayor Dandoy pointed that the few people who were involved in the last tax increase were no longer on the Council. He added that to make up a \$1.7 million deficit, there would need to be a sizeable tax increase. Councilmember Burrell stated that constituents needed to be provided with the facts. Mayor Dandoy stated that if this fiscal burden were to be carried for more than one year, the impact would be significant. Councilmember Wilson explained that the current measures taken would be good practice for what might be coming.

Mayor Dandoy stated that when he was on the City Council, some years prior, he had heard the statement that ongoing resources to replace infrastructure were always needed. He added never having seen a budget where there were no funds for police cars. Police Chief Carl Merino stated having looked at the budget closely and added that the Roy PD should not need the cars as of yet: there were more important items to obtain. Mayor Dandoy stated that he did not think these budget cuts could be maintained for two to three years. Chief Merino stated that he would like to see a rotation of cars. Councilmember Burrell explained that Chief Merino was representative of all the department heads: willing to be kind with other departments and willing to work as a team.

Councilmember Jackson asked about any potential help from the State government in helping local cities in case the situation dragged on. Mr. Andrews explained that there was some possibility of this through the CARES act. He added that the City was not a direct recipient as the funds were given to the State. He clarified that these funds would be distributed by the State. Mayor Dandoy stated that the Council needed to be part of the solution and find ways to generate revenue.

Police Chief Merino stated that he had received a call from Erin Meldenhall, Mayor of SLC, who expressed her appreciation for the support received the prior Saturday during protests.

Mayor Dandoy thanked the PD for their phenomenal efforts during the events taking place. He added being troubled by the way police officers had been treated during these events. He explained that it was hard to stand in front of a group people calling officers filthy names and maintain a professional attitude and posture while every abusive word was used and, in some cases, officers being batted. He explained that he was not sure how long he himself would stand such abuse and stay professional. He thanked the Police Officers. Councilmember Paul explained that there had been some impressive action and still shots of the Roy officers. Councilmember Burrell asked whether Chance Malay had been in the front as she had seen him in photos and recognized him because of his small stature. She was told that this officer had been there. She pointed that the Roy Officers trusted their Chief.

**C. Adjournment**

**Councilmember Paul Motioned to Adjourn the City Council Work Session meeting at 7:15 p.m. Councilmember Wilson seconded the motion. All Councilmembers voted "Aye." The motion carried.**

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Robert Dandoy  
Mayor

Attest:

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Morgan Langholf  
City Recorder

dc:

## **ORDINANCE 20-6**

### **AN ORDINANCE AMENDING THE ROY CITY NOISE CONTROL ORDINANCE BY ADDING SECTION 4-4-3.5 TO PROHIBIT ENGINE BRAKING**

**WHEREAS**, Title 4 of the Roy City Code establishes regulations concerning public health and safety; and

**WHEREAS**, Title 4, Chapter 4 of the Roy City Code establishes regulations governing noise control; and

**WHEREAS**, there have been numerous complaints concerning noise created by trucks whose operators use the practice of engine or dynamic braking, commonly referred to as “Jake braking” ; and

**WHEREAS**, the Roy City Council wishes to amend the Roy City Code to address noise created by engine braking; and

**WHEREAS**, the City Council of Roy City, Utah does hereby determine that it is in the best interest of the health safety and welfare of the citizens of Roy City to amend Title 4 Chapter 4 of the Roy City Code by adding a new section 4-4-3.5;

**NOW THEREFORE, BE IT ORDAINED** by the City Council of Roy Utah as follows:

**Section 1. Repealed.** Any provision of the Roy City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

**Section 2. Amendment.** Title 4 Section 4 is hereby amended as follows:

#### **4-4-3.5 ENGINE BRAKING**

On Utah State Road (SR) 97 from 1900 West to 4300 West, except for the overpass and on SR 108 from Hinckley Drive to 3500 West it is unlawful for any motor vehicle to have a dynamic brake device engaged or a compression release brake which converts the engine from an internal combustion engine to an air compressor for the purpose of braking without the use of wheel brakes, wherein exhaust valves are opened creating a loud noise. This section is not applicable in emergency situations where engine braking is used to prevent injury or damage to persons, property or animals.

Passed and Adopted by the Council of Roy City, Utah on this 24<sup>th</sup> day of April, 2020

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Robert Dandoy, Mayor

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Morgan Langholf, City Recorder

## RESOLUTION 20-18

### **A RESOLUTION OF THE ROY CITY COUNCIL RATIFYING THE JULY 25, 2015 INTERLOCAL COOPERATION AGREEMENT FOR MUTUAL AID AND FIRE EMERGENCY SERVICES WITH HILL AIR FORCE BASE AND AMENDING IT TO INCLUDE AUTOMATIC AID SERVICES**

**WHEREAS**, Utah Code Ann. §11-13-101 et. seq., permits governmental entities to enter into cooperation agreements with other public agencies; and

**WHEREAS**, Roy City recognizes the importance and need for joint cooperation with local public agencies to provide and receive services from neighboring agencies which are necessary and needed services to the City and surrounding communities; and

**WHEREAS**, Roy City wishes to, and recognizes the importance of, participating in any efforts designed to jointly help each other; and

**WHEREAS**, Roy City and Hill Air Force Base currently have an existing interlocal agreement for the provision of mutual aid fire emergency services; and

**WHEREAS**, Roy City and Hill Air Force Base desire to amend the existing interlocal agreement to include automatic aid coverage; and

**WHEREAS**, the Roy City Council has determined that it is in the best interest of the city to ratify and amend the July 25, 2015 interlocal agreement.

**WHEREAS**, this agreement does not create an interlocal entity; and

**NOW THEREFORE**, the Roy City Council hereby ratifies the July 25, 2015 interlocal agreement, which is attached hereto and incorporated by reference herein, as written and hereby approves the amendment to include the provision of automatic aid coverage as provided in the May 7, 2020 memorandum for 775 CES/ CEF which is attached hereto and incorporated herein.

Passed this \_\_\_\_ of July, 2020.

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Robert Dandoy  
Mayor

Attest:

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City Recorder

Voting:

	Aye	Nay	Absent	Excused
Councilmember Jan Burrell	_____	_____	_____	_____
Councilmember Joe Paul	_____	_____	_____	_____
Councilmember Bryon Saxton	_____	_____	_____	_____
Councilmember Diane Wilson	_____	_____	_____	_____
Councilmember Ann Jackson	_____	_____	_____	_____

## AGREEMENT FOR MUTUAL AID FIRE EMERGENCY SERVICES

This Mutual Aid Agreement (the "Agreement"), is made and entered into this 30th day of June 2015, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander of Hill Air Force Base pursuant to the authority of 42 U.S.C. § 1856a and the Roy City Fire Department. Together the Air Force and Roy City Fire Department are hereinafter referred to as the "Parties".

### **WITNESSETH:**

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

**NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:**

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and Air Force Instruction 32-2001, *Fire Emergency Services Program*.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the Hill Air Force Base Fire Department by a representative of the Roy City Fire Department, fire protection equipment and personnel of the Hill Air Force Base Fire Department will be dispatched to any point within the area for which the Roy City Fire Department normally provides fire protection services as designated by the representatives of the Roy City Fire Department.
- d. On request to a representative of the Roy City Fire Department by a representative of the Hill Air Force Base Fire Department, fire protection equipment and personnel of the Roy City Fire Department will be dispatched to any point within the jurisdiction of the Hill Air Force Base as designated by the representative of the Hill Air Force Base Fire Department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Hazardous Materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.

(5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Roy City Fire Department normally provides fire protection services, the chief of the Hill Air Force Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

(6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Hill Air Force Base to observe Air Force Operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 CFR Part 151), Roy City Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with National Fire Protection Association (NFPA) Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by Roy City Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Roy City Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of Roy City Fire Department.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Should a dispute arise between the Parties under or related to this Agreement, the Parties agree that within 30 days after notice of the dispute from one Party to the other, the Parties will attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the Parties agree that within 60 days after Notice of an impasse, they will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The cost of any third party neutral will be divided equally between the Parties, and the selection of any third party neutral will be by agreement of the Parties. If such ADR proceeding does not result in resolution of the dispute, the Parties may separately pursue any remedy available to a Party under the law. However, both Parties agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Both Parties agree that the terms of this clause will be considered the "Administrative Remedies" that must be exhausted, prior to institution of any formal litigation.

m. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:  
Hill Air Force Base  
c/o Commander, 75th Air Base Wing  
7981 Georgia Street, Suite 100  
Hill AFB UT 84056-5824

And:

Department of the Air Force  
AFCEC/CXF  
139 Barnes Dr. Suite 1  
Tyndall AFB FL 32403-5319

And:

Hill Air Force Base  
c/o Fire Chief  
5713 Lahm Lane, Bldg. 593N  
Hill AFB UT 84056

For:

Roy City Fire Department  
c/o Fire Chief  
5051 South 1900 West  
Roy, UT 84067

## **TERMS OF THE AGREEMENT**

n. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 5 years (2020) from that date (the "Term") and automatically renews annually for a term of 20 years. Either Party may unilaterally terminate this agreement during the Term by sending notification of its intent to terminate to the other Party at least one hundred and eighty (180) days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

o. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

p. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

q. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.



IN WITNESS WHEREOF, The Parties have caused this agreement to be executed by their duly authorized representatives on the dates shown below:

FIRE DEPARTMENT  
For Roy City Fire Department

By: 

Name: Jason Paulsen

FIRE CHIEF

Date: 02-19-2015

THE UNITED STATES OF AMERICA  
by the Secretary of the Air Force

By: 

Name: Ronald E. Jolly, Sr.

COMMANDER, 75th ABW, USAF

Date: 25 Jul 15



**DEPARTMENT OF THE AIR FORCE  
75 TH CIVIL ENGINEER GROUP (AFMC)  
HILL AIR FORCE BASE UTAH**

7 May 2020

MEMORANDUM FOR 775 CES/CEF ALL PERSONNEL

FROM: 75 CEG/CL

SUBJECT: Annual Review and Revision of Mutual Aid Agreements (MAAs)

1. As of the date indicated above, an annual review of all 20 MAAs for Hill AFB Fire & Emergency Service's off-base community partners has been completed for 2020.

2. The off-base community partner agencies listed on file are as follows:

City of Uintah

Clinton City Fire Department, *Auto-aid coverage started 1 Jun 2019*

Farmington City Fire Department

Kaysville City Fire Department

Layton City Fire Department, *Auto-aid coverage started 1 Feb 2017*

Morgan City Fire Department

Mountain Green Fire Protection District

North Davis Fire District (Clearfield, Sunset, West Point) *Auto-aid coverage started 1 Feb 2017*

North View Fire District

Ogden City Fire Department

Plain City Fire Department

Riverdale Fire Department

Roy City Fire Department, *Auto-aid coverage started 1 Jun 2020*

South Davis Metro Fire Agency

South Ogden City Fire Department

South Weber City Fire Department

Syracuse Fire Department

Washington Terrace Fire Department

Weber Fire District, *Auto-aid coverage started 1 Feb 2017*

MAA for Emergency Medical Services (EMS)- Layton City Fire Department, North Davis Fire District, Roy City, Riverdale Fire Department and Davis County Sheriff.

3. All MAAs will remain active until the next review and revision date. Any questions contact Chief Javie Blanco, at [javie.blanco@us.af.mil](mailto:javie.blanco@us.af.mil) or phone: 801-777-2817.

HARRY BRIESMASTER III, NH-04, DAF  
Director, Hill AFB Fire Marshal

JAVIE J. BLANCO, GS-13, DAF  
Chief, Hill AFB Fire & Emergency Services

# REQUEST FOR COUNCIL ACTION

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**DATE:** July 1, 2020  
**TO:** Mayor and City Council  
**FROM:** Camille Cook  
**RE:** Adjustments to the FY2021 Budget

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**Ordinance** ☐      **Resolution** ☒      **Motion** ☐      **Information** ☐

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## **Executive Summary**

The following items have been requested for adjustment due to additional revenue sources and increased expenditures due to the CARES Act Funding related to the COVID-19 pandemic in the FY2021 budget.

### General Fund –

#### Revenue:

- Increase CARES Act Grant Revenue by \$1,153,848 based on the estimated amount to be distributed by the State of Utah.

#### Expenditures:

- Increase the Police Department CARES Act Expenses of \$68 to cover a portable ozone machine.
- Increase the Fire Department CARES Act Expenses of \$59,817 to cover expenses related to air purifying systems and filters for Fire Station 31 and 32, touchless plumbing upgrades, portable air purifiers, emergency patient relief covers, radios, and other personal protective equipment.
- Increase the Public Works Department CARES Act Expenses of \$3,000 to cover crowd barriers.
- Increase the Parks, Recreation, and Recreation Complex CARES Act Expenses of \$52,500 to cover expenses related to face shields, crowd control fencing, touchless plumbing and locker room upgrades, and electrostatic disinfectant.
- Increase the Transfer to Weber County budget by \$1,038,463 to fund an interlocal agreement to administer CARES Act business grants on behalf of Roy City.

## **Recommendation**

We recommend that the City Council approve the adjustments as shown above. Resolution No. 20-23 has been prepared for your consideration.

**Fiscal Impact**

The impact to the General Fund, overall, is an increase to revenues and expenditures of \$1,153,848. Recognition of additional revenue sources and increased expenditures due to the CARES Act Funding related to the COVID-19 pandemic.

**RESOLUTION NO. 20-23**  
**A Resolution of the Roy City Council**  
**Approving Adjustments to the Fiscal Year 2021 Budget**

Whereas, the City Council has received information regarding recommended modifications and adjustments to the budget, and

Whereas, the budgets for the General fund requires adjustment due to additional revenue sources and increased expenditures due to the CARES Act Funding related to the COVID-19 pandemic; and

Whereas, the City Council finds it is in the best interest of the citizens of Roy to make the adjustments,

Now, therefore, be it resolved by the Roy City Council that the City budget be adjusted as follows:

<b>Fund</b>	<b>Previously Approved Budget</b>	<b>Increase (Decrease)</b>	<b>Adjusted Budget</b>
General Fund	\$15,878,711	\$1,153,848	\$17,032,559
Class C Road Fund	1,529,000	0	1,529,000
Transportation Infrastructure Fund	400,000	0	400,000
Capital Projects Fund	255,000	0	255,000
Water & Sewer Utility	10,083,078	0	10,083,078
Storm Water Utility	1,025,321	0	1,025,321
Solid Waste Utility	2,332,764	0	2,332,764
Storm Water Development	146,000	0	146,000
Park Development Fund	135,800	0	135,800
Cemetery Perpetual Fund	0	0	0
Total	<u>\$31,785,674</u>	<u>\$1,153,848</u>	<u>\$32,939,522</u>
Internal Service Funds:			
Information Technology	\$645,086	\$ 0	645,086
Risk Management	241,952	0	241,952
Total	<u>\$887,038</u>	<u>\$ 0</u>	<u>\$887,038</u>

Passed this 7<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Robert Dandoy, Mayor

Attested and Recorded:

\_\_\_\_\_  
Morgan Langholf, City Recorder

City Council Members Voting “Aye”

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City Council Members Voting “Nay”

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **RESOLUTION 20-24**

### **A RESOLUTION OF THE ROY CITY COUNCIL APPROVING A FEE FOR THE PROVISION OF ROY CITY ADMINISTRATION RECORDS**

**WHEREAS**, under Utah Code Ann. 63G-2-203(1) and Roy City Municipal Code 1-6-5(L), Roy City may charge a reasonable fee to cover the cost of providing records; and

**WHEREAS**, Utah Code Ann. 63G-2-203(3) (c), the Roy City Council shall from time to time determine by resolution an amount to be charged for the provision of Roy City administration records; and

**WHEREAS**, The Roy City Administration has determined that a \$25 fee is a reasonable charge to review, search and process a Roy City Administration record request; and

**WHEREAS**, the fee may vary under certain circumstances proved for under Utah Law; and

**WHEREAS**, Roy City has determined that it is in the best interest of Roy City to adopt the proposed fee.

**NOW, THEREFORE** be it resolved by the Roy City Council that:

1. There shall be a \$25 fee for the provision of Roy City administration records.
2. This fee may be waived under circumstances provided for by Utah Law.
3. This fee may be increased when records are compiled in a form other than how it is normally maintained or when the cost of providing the request is to exceed \$50.
4. Before beginning to process a request, the payment of past fees or future estimated fees may be required if the requestor has not paid fees from previous requests or when the cost of providing the records are expected to exceed \$50.

Passed this \_\_\_\_\_ day of July, 2020

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Robert Dandoy, Mayor

Attest:

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Morgan Langholf, City Recorder

Voting:

Councilmember Burrell \_\_\_\_\_

Councilmember Jackson \_\_\_\_\_

Councilmember Saxton \_\_\_\_\_

Councilmember Wilson \_\_\_\_\_

Councilmember Paul \_\_\_\_\_



**RESOLUTION 20-25**  
**A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AMBULANCE**  
**TRANSPORTATION RATES AND CHARGES**

**WHEREAS**, the Utah State Department of Health, Bureau of Emergency Medical Services, sets the rates which may be charged by service providers in the State, and

**WHEREAS**, the Roy Fire and Rescue Department provides the services covered by the Bureau of Emergency Services, and

**WHEREAS**, the Fire and Rescue Chief Craig Golden recommends the City Council adopt the fee schedule to help offset some of the cost for providing these emergency medical services.

**NOW, THEREFORE**, be it resolved by the Roy City Council that the following rates for emergency medical services become effective July 1, 2020:

	<u>Current Rate</u>	<u>Order Rate</u>	<u>Increase</u>
Advanced EMT	\$1,049.00	\$1,196.00	\$147.00
Advanced Life Support (Paramedic Transport)	\$1,535.00	\$1,750.00	\$215.00
Contract Paramedic Aboard Fee	\$486.00	\$554.00	\$68.00
Mileage	\$31.65	\$36.10	\$4.45

\* The state has allowed a provision to the mileage rate. If diesel exceeds \$5.10 per gallon and/or gasoline exceeds \$4.25 per gallon we can bill an additional surcharge of .25 cents per mile. We would like to enforce this provision when the requirements are met.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Robert Dandoy  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

Voting:

Councilmember Jan Burrell \_\_\_\_\_  
Councilmember Ann Jackson \_\_\_\_\_  
Councilmember Bryon Saxton \_\_\_\_\_  
Councilmember Joe Paul \_\_\_\_\_  
Councilmember Diane Wilson \_\_\_\_\_



State of Utah

GARY R. HERBERT  
Governor

Spencer J. Cox  
Lieutenant Governor

## Utah Department of Health

Joseph K. Miner, M.D., M.S.P.H.  
Executive Director

### Division of Family Health and Preparedness

Paul R. Patrick  
Division Director

Curtis Burk  
Deputy Division Director

### Bureau of Emergency Medical Services and Preparedness

C. Dean Penovich, M.P.H.  
Director

June 25, 2020

**Effective Date: July 1, 2020**

A ground ambulance or paramedic provider is only allowed to charge a fee for transporting a patient when the patient is actually transported. However, this does not apply to licensed ambulance providers, licensed paramedic providers, or designated quick response providers responding to a medical assessment in a geographic service area which contains a town as defined in Utah Code Annotated Title 10-2-301(2)(f).

Pursuant to Utah Code Annotated Title 26-8a-403 and Administrative Rule R426-8-200 the allowable ambulance rates beginning July 1, 2020 are as follows:

#### **Base Rates**

Ground ambulance: \$906.00 per transport

Advanced EMT ground ambulance: \$1,196.00 per transport

Advanced ground ambulance (licensed as an EMT-IA ambulance provider prior to June 30, 2016):  
\$1,473.00 per transport

Paramedic ground ambulance: \$1,750.00 per transport

Paramedic on-board (paramedic not employed by the licensed ambulance provider): \$1,750.00 (total).

#### **Mileage Rates**

The standard mileage rate is \$36.10 per mile or a fraction thereof. In all cases, mileage shall be computed from the point of pick-up to the point of patient delivery.

Fuel fluctuation rate changes may be granted when diesel fuel exceeds \$5.10 per gallon or when gasoline exceeds \$4.25 per gallon as invoiced; a surcharge of \$0.25 per mile traveled may be assessed.

An off-road rate may be charged when an ambulance is required to travel for ten miles or more on unpaved roads. A surcharge of \$1.50 per mile may be assessed.

#### **Supplies and Medications**

A licensed ambulance provider may charge for supplies and for providing supplies, medications, and administering medications used on any response if (1) supplies and medications are priced fairly and competitively, (2) the individual does not refuse service, and (3) the licensed personnel for the licensed ambulance provider assess or treat the individual.

**State of Utah**  
**Administrative Rule Analysis**  
Revised December 2019

**NOTICE OF PROPOSED RULE**

**TYPE OF RULE:** New \_\_\_\_; Amendment X; Repeal \_\_\_\_; Repeal and Reenact \_\_\_\_

**Title No. - Rule No. - Section No.**

**Utah Admin. Code Ref (R no.):**

**R426-8**

**Filing No. 52667**

**Agency Information**

1. Department:	Health	
Agency:	Family Health and Preparedness, Emergency Medical Services	
Room no.:	416	
Building:	Highland Office	
Street address:	3760 S. Highland Drive	
City, state:	Salt Lake City, UT 84116	
Mailing address:	PO Box 142102	
City, state, zip:	Salt Lake City, UT 84114	
Contact person(s):		
Name:	Phone:	Email:
Guy Dansie	(801) 560-1544	gdansie@utah.gov

Please address questions regarding information on this notice to the agency.

**General Information**

**2. Rule or section catchline:**

R426-8. Emergency Medical Services Ground Ambulance Rates and Charges

**3. Purpose of the new rule or reason for the change** (If this is a new rule, what is the purpose of the rule? If this is an amendment, repeal, or repeal and reenact, what is the reason for the filing?):

Utah Code Annotated (UCA) Title 26-8a-403 mandates the department to set of ground ambulance rates. This is performed annually and made effective on the first day of the new fiscal year.

**4. Summary of the new rule or change:**

The rule amendments increase the ground ambulance rates by 14%. This includes the mileage rate for patient transportation. Rates are determined based on analysis of fiscal data collected from all ground ambulance providers.

**Fiscal Information**

**5. Aggregate anticipated cost or savings to:**

**A) State budget:**

No anticipated costs or saving to the State budget. The amendments do not affect costs or revenues since the State does not provide ground ambulance services.

**B) Local governments:**

80 local governments including counties, cities, towns, and special service districts provide ground ambulance services based licensed issued by the Utah Department of Health.

Anticipated revenues for local governments that provide ground ambulance services will have a net increase of 4.3% based on a gross rate increase of 14%. The net revenue increase is based on a statewide estimate of allowable billing charges compared to actual revenue collections. Factors that reduce billable charges to collected revenues include fixed payer amounts for Medicare, Medicaid, and Veterans, non-payments, negotiated payments, and private insurance payments. Mileage rates are included as part of the 14% increase to compensate increased market vehicle costs. Financial data is obtained directly from all ground ambulance providers. Local government operated ground ambulance patient transports total is estimated at 84,956 based on the previous reported calendar year.

Increased rates will require additional costs for local governments to the State EMS Medicaid fund of an additional estimate of \$5.00 per transport. 84,956 (total estimated transports) X \$5.00 (EMS Medicaid assessment rate increase) = \$424,680 (estimated local government costs).

Gross revenues for local governments are estimated from past annual fiscal reports and billing data. A projected gross revenue total of \$6,079,072 was calculated using the proposed increased to ambulance rates.

Net revenues for local governments are calculated as follows: \$6,079,072 (gross revenue estimate) - \$424,680 (Medicaid assessment increase) = \$5,654,392 (net revenue for local governments).

**C) Small businesses** ("small business" means a business employing 1-49 persons):

One small business operates an ambulance service in Utah based on licenses issued by the Utah Department of Health.

Anticipated revenues for small businesses that provide ground ambulance services will have a net increase of 4.3% based on a gross rate increase of 14%. The net revenue increase is based on a statewide estimate of allowable billing charges compared to actual revenue collections. Factors that reduce billable charges to collected revenues include fixed payer amounts for Medicare, Medicaid, and Veterans, non-payments, negotiated payments, and private insurance payments. Mileage rates are included as part of the 14% increase to compensate increased market vehicle costs. Financial data is obtained directly from all ground ambulance providers. Small business operated ground ambulance patient transports total is estimated at 480 based on the previous reported calendar year.

Increased rates will require additional costs for small businesses to the State EMS Medicaid fund of an additional estimate of \$5.00 per transport. 480 (total estimated transports) X \$5.00 (EMS Medicaid assessment rate increase) = \$2,400 (estimated local government costs).

Gross revenues for small businesses are estimated from past annual fiscal reports and billing data. A projected gross revenue total of \$32,653 was calculated using the proposed increased to ambulance rates.

Net revenues for small businesses are calculated as follows: \$32,653 (gross revenue estimate) - \$2,400 (Medicaid assessment increase) = \$30,253 (net revenue for small businesses).

**D) Non-small businesses** ("non-small business" means a business employing 50 or more persons):

Eight non-small businesses including one for profit and seven non-profit provide ground ambulance services based licensed issued by the Utah Department of Health.

Anticipated revenues for non-small businesses that provide ground ambulance services will have a net increase of 4.3% based on a gross rate increase of 14%. The net revenue increase is based on a statewide estimate of allowable billing charges compared to actual revenue collections. Factors that reduce billable charges to collected revenues include fixed payer amounts for Medicare, Medicaid, and Veterans, non-payments, negotiated payments, and private insurance payments. Mileage rates are included as part of the 14% increase to compensate increased market vehicle costs. Financial data is obtained directly from all ground ambulance providers. Non-small business operated ground ambulance patient transports total is estimated at 54,605 based on the previous reported calendar year.

Increased rates will require additional costs for non-small businesses to the State EMS Medicaid fund of an additional estimate of \$5.00 per transport. 54,605 (total estimated transports) X \$5.00 (EMS Medicaid assessment rate increase) = \$273,025 (estimated non-small business costs).

Gross revenues for non-small businesses are estimated from past annual fiscal reports and billing data. A projected gross revenue total of \$4,024,355 was calculated using the proposed increased to ambulance rates.

Net revenues for non-small businesses are calculated as follows: \$4,024,355 (gross revenue estimate) - \$273,025 (Medicaid assessment increase) = \$3,751,330 (net revenue for non-small businesses).

**E) Persons other than small businesses, non-small businesses, state, or local government entities** ("person" means any individual, partnership, corporation, association, governmental entity, or public or private organization of any character other than an **agency**):

There may be indirect costs or benefits due to increasing federal Medicaid funding due to the increase in base rates created by proposed rule amendments. Other affected persons will have an additional estimated aggregated cost of \$9,435,955. This cost is estimated due to the increased payment for ground ambulance transport rates and fees created by the proposed rule amendments.

**F) Compliance costs for affected persons:**

Compliance cost remain unchanged.

**G) Regulatory Impact Summary Table** (This table only includes fiscal impacts that could be measured. If there are inestimable fiscal impacts, they will not be included in this table. Inestimable impacts will be included in narratives above.)

Regulatory Impact Table			
Fiscal Cost	FY2021	FY2022	FY2023
State Government	\$0	\$0	\$0

Local Governments	\$424,680	\$424,680	\$424,680
Small Businesses	\$2,400	\$2,400	\$2,400
Non-Small Businesses	\$273,025	\$273,025	\$273,025
Other Persons	\$9,435,955	\$9,435,955	\$9,435,955
<b>Total Fiscal Cost</b>	<b>\$10,136,060</b>	<b>\$10,136,060</b>	<b>\$10,136,060</b>
<b>Fiscal Benefits</b>			
State Government	\$0	\$0	\$0
Local Governments	\$6,079,072	\$6,079,072	\$6,079,072
Small Businesses	\$32,653	\$32,653	\$32,653
Non-Small Businesses	\$4,024,355	\$4,024,355	\$4,024,355
Other Persons	\$0	\$0	\$0
<b>Total Fiscal Benefits</b>	<b>\$10,136,080</b>	<b>\$10,136,680</b>	<b>\$10,136,680</b>
<b>Net Fiscal Benefits</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**H) Department head approval of regulatory impact analysis:**

The Executive Director of the Department of Health, Joseph K. Miner, M.D., has reviewed and approved this fiscal analysis.

**6. A) Comments by the department head on the fiscal impact this rule may have on businesses:**

Businesses providing ground ambulance services will experience an increase in revenue due to the increase in rates.

**B) Name and title of department head commenting on the fiscal impacts:**

Joseph K. Miner, M.D., Executive Director, Utah Department of Health

**Citation Information**

**7. This rule change is authorized or mandated by state law, and implements or interprets the following state and federal laws. State code or constitution citations (required):**

Section 26-8a-403

**Public Notice Information**

**9. The public may submit written or oral comments to the agency identified in box 1.** (The public may also request a hearing by submitting a written request to the agency. The agency is required to hold a hearing if it receives requests from ten interested persons or from an association having not fewer than ten members. Additionally, the request must be received by the agency not more than 15 days after the publication of this rule in the Utah State Bulletin. See Section 63G-3-302 and Rule R15-1 for more information.)

**A) Comments will be accepted until (mm/dd/yyyy):**

06/01/2020

**10. This rule change MAY become effective on (mm/dd/yyyy):** 06/08/2020

NOTE: The date above is the date on which this rule MAY become effective. It is NOT the effective date. After the date designated in Box 10, the agency must submit a Notice of Effective Date to the Office of Administrative Rules to make this rule effective. Failure to submit a Notice of Effective Date will result in this rule lapsing and will require the agency to start the rulemaking process over.

**Agency Authorization Information**

**To the agency:** Information requested on this form is required by Sections 63G-3-301, 302, 303, and 402. Incomplete forms will be returned to the agency for completion, possibly delaying publication in the *Utah State Bulletin*, and delaying the first possible effective date.

**Agency head or designee, and title:** Dr. Joseph Miner, MD, Executive Director

**Date (mm/dd/yyyy):** 04/13/2020

**R426. Health, Family Health and Preparedness, Emergency Medical Services.**

**R426-8. Emergency Medical Services Ground Ambulance Rates and Charges.**

**R426-8-100. Authority and Purpose.**

(1) This rule is established ~~under~~ pursuant to Title 26, Chapter 8a[-], Utah Emergency Medical Services System Act.

(2) ~~The purpose of this rule is to provide for the establishment~~ establishes [of] maximum ambulance [transportation and] rates [to be charged by] and charges for Utah licensed ground ambulance providers, ~~in the State of Utah.~~

**R426-8-200. Ground Ambulance Transportation Revenues, Rates, and Charges.**

(1) ~~A~~ Licensed ground ambulance provider[s] shall not charge more than the rate[s] described pursuant to R426-8-200(6)(7)(8)(9)(10) ~~in this rule. In addition, the net~~

(2) Net income and subsidies ~~of~~ a licensed ground ambulance provider[s], ~~including subsidies of any type,~~ shall not exceed ten percent of gross revenue.

~~(a)~~ (3) ~~A~~ Licensed ground ambulance provider[s] may ~~change~~ lower a rate ~~at their discretion, provided that the rates do not exceed the maximums specified in this rule.~~

~~(b)~~ (4) A licensed ground ambulance provider ~~may~~ shall not charge a ~~transportation fee~~ base rate for transportation ~~for~~ to a patient[s] who ~~are~~ is not transported.

~~(2)~~ (5) ~~The initial regulated rates established in this rule shall be adjusted~~ The Department may adjust each rate annually based on financial data [as delineated by the Department to be submitted as detailed under R426-8-200(10)] received from licensed ground ambulance providers. This data shall then be used as the basis for the annual rate adjustment.

~~(3)~~ (6) ~~Ground ambulance~~ Base Rates for ground base rates for patient transport ~~of a patient~~ to a hospital or patient receiving facility are as follows:

(a) EMT ground ambulance license level ~~Ground Ambulance~~ Ground Ambulance - ~~[\$795.00]~~ \$906.00 per transport;

(b) Advanced EMT ground ambulance license level ~~Ground Ambulance~~ Ground Ambulance - ~~[\$1,049.00]~~ \$1,196.00 per transport;

(c) Advanced EMT ground ambulance license level ~~Ground Ambulance~~ Ground Ambulance, who ~~was~~ was prior to June 30, 2016 was licensed as an EMT-IA ground licensed ambulance provider - ~~[\$1,292.00]~~ \$1,473.00 per transport;

(d) Paramedic ~~Ground Ambulance~~ ground ambulance license level - ~~[\$1,535.00]~~ \$1,750.00 per transport; and

(e) ~~Ground Ambulance with~~ Any EMT or AEMT level licensed ground ambulance provider with a ~~P~~ P paramedic on-board - ~~[\$1,535.00]~~ \$1,750.00 per transport if:

(i) a designated Emergency Medical Service dispatch center dispatches a licensed paramedic provider to treat the individual;

(ii) the licensed paramedic provider has initiated advanced life support;

(iii) on-line medical control directs that a paramedic remain with the patient during transport; and

(iv) ~~a~~ the licensed ground ambulance provider ~~who interfaces with a licensed paramedic rescue service and~~ has ~~an inter local or equivalent~~ a reimbursement for paramedic services agreement ~~in place, dealing with reimbursing the~~ with a paramedic ~~ground ambulance~~ licensed provider for ~~services~~ the service provided, up to a maximum of \$486.00 per transport.

~~(4)~~ (7) A mileage rate ~~Mileage rates~~ may be charged ~~at a rate of~~ up to a maximum of ~~[\$31.65]~~ \$36.10 per mile ~~or fraction thereof, and~~ computed from the [point of patient pick-up] location of the patient upon ambulance arrival to the [point of patient delivery] destination hospital or patient receiving facility. A fuel ~~Fuel~~ fluctuation surcharge[s] of \$0.25 per mile may be added when the diesel fuel price exceeds ~~prices exceed~~ \$5.10 per gallon, or the gasoline price exceeds ~~prices exceed~~ \$4.25 per gallon as invoiced.

~~(5)~~ (8) A surcharge of \$1.50 per mile may be assessed if an ambulance is required to travel ten or more miles on unpaved roads.

~~(6)~~ (9) If more than one patient is transported from ~~the same point of origin~~ from the location of the patients to the same ~~point of delivery in the same ambulance~~ destination hospital or patient receiving facility, the ~~a charge~~ charges ~~to~~ shall be assessed to each ~~individual will be determined~~ patient as follows:

(a) ~~Each patient will be assessed to~~ The transportation base rate; and

(b) ~~F~~ The mileage rate ~~will be computed as specified, the sum to be~~ divided equally between the total number of patients.

~~(7)~~ A round trip may be billed as two one-way trips. A licensed ground ambulance provider shall provide 15 minutes of time at no charge at both point of pickup and point of delivery, and may charge \$22.05 per quarter hour or fraction thereof thereafter. On round trips, 30 minutes at no charge will be allowed from the time the ambulance reaches the point of delivery until starting the return trip. At the expiration of the 30 minutes, the ambulance service may charge \$22.05 per quarter hour or fraction thereof thereafter.]

(10) A licensed ground ambulance provider may charge separately for a round trip if the following conditions apply:

(a) no charge is billed to the patient for at least 30 minutes at the hospital or a patient receiving facility at the half-way point of the trip; and

(b) no more than \$22.05 per quarter hour is charged for time over 30 minutes.

~~(8)~~ (11) A ~~L~~ Licensed ground ambulance provider may charge for supplies, providing supplies, medications, and administering medications on a response if:

(a) supplies ~~are~~ shall be priced fairly and competitively with a similar product[s] in the local area;

(b) the individual does not refuse the service ~~services~~; and

(c) the licensed ground ambulance personnel assess or treats the individual.

~~(9)~~ (12) ~~In the event of a temporary escalation of costs, a~~ A licensed ground ambulance provider may petition the Department for ~~permission to make~~ a temporary service-specific surcharge when there is a temporary escalation of costs. The petition shall specify the surcharge amount and ~~of the proposed surcharge, the reason for the surcharge, and provide sufficient financial data to clearly demonstrate the need for the proposed surcharge. Since this is intended to only provide temporary relief, the petition shall also include a recommended time limit~~ financial justification. The Department will make a final decision on the proposed surcharge within 30 days of receipt of the petition.

~~(40)~~ (13) ~~The~~ A licensed ground ambulance provider shall ~~file with the Department within 6 months of the end of each licensed provider's fiscal year,~~ submit a fiscal report in accordance with the instructions, guidelines and review criteria as specified by the Department.

(a) A fiscal report shall be submitted within six months of the end of their fiscal year.

(b) The Department shall provide guidance and a template for a fiscal report. Guidance will be posted on the Department's website.

(c) The Department shall provide a summary of fiscal reports ~~received during the previous state fiscal year~~ to the EMS Committee prior to adjusting a maximum base rate[s] for a licensed ground ambulance provider[s].

~~(41)~~ (14) The Department ~~shall~~ may review a licensed ground ambulance provider's fiscal report[s] for compliance ~~to Department established standards. The Department~~ The Department may perform financial audits [as part of the review] to ensure compliance to reporting requirements.

~~(42)~~ (15) ~~Each~~ Each licensed ground ambulance provider[s] shall submit a written total number of billed patient transports for each calendar year to the Department for calculating Medicaid assessments.

(a) A written patient transport number shall be submitted within 90 days after the end of the calendar year.

(b) The submission shall include a written justification when patient a transport number ~~is~~ numbers are not in agreement with patient care ~~reports~~ data submitted to the Department ~~as described in~~ pursuant to Rule R426-7. A written justification ~~Written justifications~~ shall include a description of each data reporting error[s], and a plan to correct future data submission.

(c) Any ~~submitted~~ Submitted patient transport number[s] ~~and justifications for patient transport numbers~~ not in agreement with patient care report data may be evaluated, corrected, or audited by the Department.

**KEY:** emergency medical services, rates

**Date of Enactment or Last Substantive Amendment:** 2020~~[July 1, 2019]~~

**Notice of Continuation:** November 10, 2015

**Authorizing, and Implemented or Interpreted Law:** 26-8a

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**RESOLUTION 20-26**

**A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN AGREEMENT  
BETWEEN ROY CITY CORPORATION AND POST CONSTRUCTION COMPANY  
FOR THE 6000 SOUTH SIDEWALK, CURB AND GUTTER PROJECT**

**WHEREAS**, the Roy City Council desires to have the 6000 South sidewalk, curb and gutter replaced; and

**WHEREAS**, a Request for Proposals for the 6000 South sidewalk, curb and gutter project was advertised; and

**WHEREAS**, Post Construction Company was the lowest responsive, responsible bidder; and

**WHEREAS**, the Roy City Council desires to enter into an Agreement which is attached hereto, with Post Construction Company, and

**WHEREAS**, the Agreement sets forth the respective rights and responsibilities of the Parties regarding the 6000 South sidewalk, curb and gutter project.

**NOW THEREFORE, BE IT RESOLVED** on this \_\_\_\_ day of July, 2020 by the Roy City Council that the contract for the 6000 South sidewalk, curb and gutter project be approved and awarded to the Post Construction Company 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 **Post Construction Company** (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 furnishing and installing approximately 700 square yards of asphalt, 1,650 square feet of sidewalk, and 560 linear feet of curb and gutter. The work includes reconstructing manholes, valve boxes, catch basins, and completion of associated work 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:

### **6000 SOUTH SIDEWALK, CURB, AND GUTTER 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 within **30** days following 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 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	Mobilization:	1	L.S.	\$7,200.00	\$7,200.00
2	Roadway Excavation and Grading:	638	C.Y.	\$23.00	\$14,674.00
3	30" Standard Curb and Gutter:	560	L.F.	\$22.00	\$12,320.00
4	4" Thick Concrete Sidewalk (4' Wide):	1,645	S.F.	\$4.50	\$7,402.50
5	6" Thick Flatwork for Drive Approach:	125	S.F.	\$13.00	\$1,625.00
6	Hot Mix Asphalt:	163	Tons	\$91.00	\$14,833.00
7	Untreated Base Course:	470	Tons	\$36.50	\$17,155.00
8	Reconstruct Manhole Ring and Lid:	1	Each	\$550.00	\$550.00
9	Reconstruct Valve Box:	1	Each	\$550.00	\$550.00
10	Reconstruct Catch Basin:	1	Each	\$800.00	\$800.00
11	Pedestrian Ramp:	4	Each	\$1,300.00	\$5,200.00
12	Sediment and Erosion Control:	1	Each	\$3,800.00	\$3,800.00

TOTAL OF ALL UNIT PRICES **EIGHTY-SIX THOUSAND ONE HUNDRED NINE DOLLARS AND 50/100 (\$86,109.50)**

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. Bid Bonds;
  5. General Conditions;
  6. Supplementary Conditions;
  7. Specifications as listed in the table of contents of the Project Manual;
  8. Drawings as listed in the table of contents of the Project Manual;
  9. Addenda (N/A);
  10. Exhibits this Agreements;
    1. Notice to Proceed;
    2. CONTRACTOR's Bid;
    3. Documentation submitted by CONTRACTOR prior to Notice of Award;
  11. 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

POST CONSTRUCTION COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE

SEA

**RESOLUTION 20-27**

**A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN AGREEMENT  
BETWEEN ROY CITY CORPORATION AND POST CONSTRUCTION COMPANY  
FOR THE 5500 SOUTH SIDEWALK, CURB AND GUTTER PROJECT**

**WHEREAS**, the Roy City Council desires to have the 5500 South sidewalk, curb and gutter replaced; and

**WHEREAS**, a Request for Proposals for the 5500 South sidewalk, curb and gutter project was advertised; and

**WHEREAS**, Post Construction Company was the lowest responsive, responsible bidder; and

**WHEREAS**, the Roy City Council desires to enter into an Agreement which is attached hereto, with Post Construction Company, and

**WHEREAS**, the Agreement sets forth the respective rights and responsibilities of the Parties regarding the 5500 South sidewalk, curb and gutter project.

**NOW THEREFORE, BE IT RESOLVED** on this \_\_\_\_ day of July, 2020 by the Roy City Council that the contract for the 5500 South sidewalk, curb and gutter project be approved and awarded to the Post Construction Company 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 **Post Construction Company** (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 constructing approximately 400 feet of curb, gutter and sidewalk along 5500 South Street (State Road 97) with modifications to the storm drain and extension of the asphalt pavement to the new curb and gutter. State Road 97 is administered by UDOT, and the successful bidder must obtain a UDOT encroachment permit.

## **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:

### **5500 SOUTH CURB, GUTTER, AND SIDEWALK 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 within **30** days following 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 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	Mobilization and Traffic Control:	1	L.S.	\$7,500.00	\$7,500.00
2	Roadway Excavation and Grading:	442	C.Y.	\$23.00	\$10,166.00
3	6" Thick Hot Mix Asphalt:	150	Tons	\$145.00	\$21,750.00
4	8" Thick Untreated Base Course:	190	Tons	\$35.50	\$6,745.00
5	Granular Borrow:	350	Tons	\$30.50	\$10,675.00
6	30" Standard Curb and Gutter:	427	L.F.	\$23.00	\$9,821.00
7	4" Thick Concrete Sidewalk (5' Wide):	2,060	S.F.	\$4.25	\$8,755.00
8	15" Class III R.C.P. Storm Drain Pipe:	167	L.F.	\$69.00	\$11,523.00
9	Connect Concrete Pipe to Existing Catch Basin:	1	Each	\$590.00	\$590.00
10	2' x 2' Catch Basin:	1	Each	\$2,150.00	\$2,150.00
11	Reconstruct Existing Catch Basin:	1	Each	\$1,600.00	\$1,600.00
12	2" Diameter Schedule 40 PVC Electrical Conduit:	451	L.F.	\$8.50	\$3,833.50
13	Light Pole Base:	2	Each	\$1,300.00	\$2,600.00
14	Tree Removal:	5	Each	\$1,600.00	\$8,000.00
15	Sediment and Erosion Control:	1	L.S.	\$3,200.00	\$3,200.00

TOTAL OF ALL UNIT PRICES **ONE HUNDRED EIGHT THOUSAND NINE HUNDRED EIGHT DOLLARS AND 50/100 (\$0.00).**

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 5% 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.

## **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. Bid Bonds;
  5. General Conditions;
  6. Supplementary Conditions;
  7. Specifications as listed in the table of contents of the Project Manual;
  8. Drawings as listed in the table of contents of the Project Manual;
  9. Addenda Nos. 1 and 2;
  10. Exhibits this Agreements;
    1. Notice to Proceed;
    2. CONTRACTOR's Bid;
    3. Documentation submitted by CONTRACTOR prior to Notice of Award;
  11. 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

POST CONSTRUCTION COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

**RESOLUTION 20-28**

**A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN AGREEMENT  
BETWEEN ROY CITY CORPORATION AND STAKER PARSON COMPANIES FOR  
THE 2020 STREET MAINTENANCE PROJECT**

**WHEREAS**, the Roy City Council desires to have the Roy City streets maintained; and

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

**WHEREAS**, Staker Parson Companies was the lowest responsive, responsible bidder; and

**WHEREAS**, the Roy City Council desires to enter into an Agreement which is attached hereto,  
With Staker Parson Companies, and

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

**NOW THEREFORE, BE IT RESOLVED** on this \_\_\_\_ day of July, 2020 by the Roy City  
Council that the contract for the 2020 Street Maintenance project be approved and awarded to  
the Staker Parson Companies 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 **Staker Parson Companies** (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 furnishing and installing approximately 1,500 tons of asphalt overlay, 2,800 tons of leveling course, and 113,000 square yards of chip seal with fog coat. The work includes roadway striping and reconstruction of manholes, valve boxes, and storm drain boxes

## 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 STREET 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 for this year will be completed within **60** days following Notice to Proceed. Chip seal work shall be completed by September 1<sup>st</sup>. This agreement may be extended, solely at OWNER's option, 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	2-Inch Thick Hot Mix Asphalt Overlay	1,450	Tons	\$66.00	\$95,700.00
2	Leveling Course	2,560	Tons	\$67.00	\$171,520.00
3	Chip Seal with Fog Coat	108,280	S.Y.	\$2.10	\$227,388.00
4	Reconstruct Manhole Ring & Cover in Roadways with Asphalt Overlay	41	Each	\$430.00	\$17,630.00
5	Reconstruct Valve Box & Cover in Roadways with Asphalt Overlay	50	Each	\$310.00	\$15,500.00
6	Reconstruct Storm Drain Ring & Cover in Roadways with Asphalt Overlay	2	Each	\$885.00	\$1,770.00
7	Restore Striping and Pavement Markings	1	L.S.	\$11,300.00	\$11,300.00

TOTAL OF ALL UNIT PRICES **FIVE HUNDRED FORTY THOUSAND EIGHT HUNDRED EIGHT DOLLARS AND 00/100 (\$540,808.00)**

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. Bid Bonds;
  5. General Conditions;
  6. Supplementary Conditions;
  7. Specifications as listed in the table of contents of the Project Manual;
  8. Drawings as listed in the table of contents of the Project Manual;
  9. Addenda (N/A);
  10. Exhibits this Agreements;
    1. Notice to Proceed;
    2. CONTRACTOR's Bid;
    3. Documentation submitted by CONTRACTOR prior to Notice of Award;
  11. 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

STAKER PARSON COMPANIES

By: \_\_\_\_\_

By: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE

SEA

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF ROY CITY REPEALING AND REENACTING TITLE 1 CHAPTER 6 SECTION 5 OF THE ROY CITY CODE BY REORGANIZING AND UPDATING MEETING PROVISIONS INCLUDING THOSE RELATING TO ELECTRONIC MEETINGS AND CITY RECORDS; ALSO AMMENDING TITLE 2 CHAPTER 1 BY ADDING A NEW SECTION 2-1-10 REGARDING PLANNING COMMISSION MEETINGS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Roy City is a Municipal Corporation duly organized and existing under the laws of the State of Utah; and

**WHEREAS**, in conformance with Section 10-3-701 of the Utah Code the Roy City Council shall exercise its legislative powers through ordinances; and

**WHEREAS**, in light of recent changes to the Utah State law concerning electronic meetings the Roy City Council has determined that Section 1-6-5 of the Roy City Code pertaining to meetings should be updated to include the changes along with updating and reorganizing the existing code section; and

**WHEREAS**, the Planning Commission section of the Roy City Code should be amended to include a new additional section in reference to recent Utah law changes; and

**WHEREAS**, the Roy City Council has determined that it is in the best interests of its citizens to repeal, reenact and amend the Roy City Code to reflect those changes.

**NOW, THEREFORE, BE IT ORDAINED BY THE ROY CITY COUNCIL THAT:**

**SECTION I: Repeal and Reenactment.** Title 1, Chapter 6, Section 5 of the Roy City Code is hereby repealed and reenacted to read:

**1-6-5: CITY COUNCIL MEETINGS:**

- A. Regular Meetings:** The City Council shall hold regular meetings which are scheduled in advance over the course of a year which shall be fixed by ordinance. Regular meetings shall be held at least once each month. Public notice of the annual meeting schedule shall be published at least once each year and shall specify the date, time and place of the scheduled meetings. Additionally, public notice shall be given not less than 24 hours before each meeting specifying the date, time and place of the meeting along with the meeting's agenda. The public notices shall be posted at the Roy City Municipal Building and on the Utah Public Notice Website and shall be given to at least one newspaper of general circulation within the geographic jurisdiction of Roy City or to a local media correspondent.
- B. Special Meetings:** If at any time the business of the City requires a special meeting of the City Council, such meeting may be ordered by the Mayor or any two (2) members of the City Council. The order shall be entered in the minutes of the governing body. The order shall provide at least three (3) hours' notice of the special meeting and notice thereof shall be served by the City Recorder on each member who did not sign the order by delivering the notice personally or by leaving it at the member's usual place of abode. The personal appearance by a member at any specially called meeting constitutes a waiver of the notice required in this section. Public notice shall be provided as required for regular meetings

- C. Emergency Meetings:** When because of unforeseen circumstances it is necessary for a the City Council to hold an emergency meeting to consider matters of an emergency or urgent nature, the regular notice requirements may be disregarded and the best notice practicable given of the time and place of the meeting along with the topics to be considered. No such emergency meeting shall be held unless an attempt has been made to notify all of its members and there is a majority of votes in the affirmative to hold the meeting.
- D. Electronic Meetings:**
1. Roy City Council Meetings may be conducted electronically. Council members unable to physically attend a council meeting should make a request at least twenty four hours in advance of the meeting to allow for arrangements to be made for their electronic participation. Council members participating electronically may be included for purposes determining if a quorum is present. The anchor location for electronic meetings shall be the Roy City Council Chambers located at 5051 South 1900 West. If an alternate location is to be used, notice of the location shall be given. Space and facilities will be provided at the anchor location for interested persons and the public to attend, monitor and, if public comment is accepted, participate in the open portions of the meeting. Public notice shall be provided the same as for regular meetings in Section 1 and shall be posted additionally, at the anchor location. Notice of the electronic meeting must also be given to City Council members at least 24 hours in advance and include a description of how the members will be connected to the meeting.
  2. In circumstances where the Mayor determines that conducting a meeting in City Council Chambers presents a substantial risk to the health and safety of those who may be present at the Council Chambers, a meeting may be convened and conducted electronically without an anchor location. Under these circumstances a means must be provided by which the public may hear, or hear and view the open portions of the meeting. Means must also be provided for public comment electronically. The Mayor's determination must be in writing and include facts upon which the determination is based. The written determination and supporting facts shall be included in the public notice and read by the Mayor at the beginning of the meeting. Public notice for the meeting shall be the same as provided for electronic meetings with an anchor location with exceptions as provided by state law, and shall also include how the public may view or comment at the meeting.
- E. Quorum Necessary to Do Business:** No action of the City Council shall be official or of any effect, except when a quorum of the members is present. Fewer than a quorum may adjourn from time to time. The number of members of the City Council necessary to constitute a quorum is three (3) or more. The City Council shall have the power to compel the attendance of its own members and provide such penalties as it deems necessary for the failure to comply therewith.
- F. How Vote Taken:** A roll call vote shall be taken and recorded for all ordinances, resolutions, and any action which would require a liability against the City and in any other case, at the request of any member of the governing body by a "yes" or a "no" vote and shall be recorded. Every resolution or ordinance shall be in writing before the vote is taken.
- G. Minimum Vote Required:** The minimum number of "Yes" votes required to pass any ordinance, resolution or to take any action by the governing body, unless otherwise prescribed by law, shall be a majority of the members of the quorum, and shall never be less than three (3) "Yes" votes. Any ordinance, resolution or motion of the governing body having fewer favorable votes than required herein shall be deemed defeated and invalid; except a meeting may be adjourned to a specific time by a majority vote of the City Council, even though such majority vote is less than that required herein. A majority of the members of the City Council, regardless of number, may fill any vacancy in the governing body.
- H. Reconsideration:** Any action taken by the City Council shall not be reconsidered or rescinded at any special meeting unless the number of members of the governing body present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved.

- I. Business Conducted in Open Meeting:** Except as otherwise provided by law, all meetings of the City Council shall be open and public. No ordinance, resolution, rule, regulation, contract or other action of the governing body shall have any effect unless passed or approved at a properly held open and public meeting. (Ord. 484, 10-10-1978)
- J. Open and Public Meetings:**
1. Every meeting is open to the public unless closed as set forth in this section or by general law.
  2. A closed meeting may be held upon the affirmative vote of two-thirds (2/3) of the members of the City Council present at an open meeting for which notice has been given pursuant to law, provided a quorum is present. No closed meeting is allowed except to matters specifically exempted under this section; provided, no ordinance, resolution, rule, regulation, contract or appointment shall be approved at a closed meeting. The reason for holding a closed meeting and the vote, either for or against the proposition to hold such a meeting, cast by each member by name shall be entered on the minutes of the meeting. Nothing herein shall be construed to require any meeting to be closed to the public.
  3. A closed meeting may be held under this section for any of the purposes provided for under Utah Code, Section 52-4-204.
  4. This section shall not apply to any chance meeting or a social meeting. No chance meeting or social meeting shall be used to circumvent this section.
  5. This section shall not prohibit the removal of any person who willfully disrupts a meeting to the extent that orderly conduct is seriously compromised. The City Council, on a two-thirds (2/3) vote, may expel any person who is disorderly during the meeting of the City Council. This section, or any action taken by the City Council pursuant hereto, shall not preclude prosecution under any other provision of law.
  6. Written minutes shall be kept of all open meetings. Such minutes shall include:
    - a. The date, time and place of the meeting.
    - b. The names of members present and absent.
    - c. The substance of all matters proposed, discussed or decided, and a record, by individual member, of votes taken.
    - d. The name of all citizens who appeared and the substance in brief of their testimony.
    - e. Any other information that any member requests be entered in the minutes.
  7. Written minutes shall be kept of all closed meetings. Such minutes shall include:
    - a. The date, time and place of the meeting.
    - b. The names of members present and absent.
    - c. The names of all others present except where such disclosure would infringe on the confidence necessary to fulfill the original purpose of closing the meeting.
  8. The minutes are public records and shall be available within a reasonable time after the meeting.
  9. All or part of an open meeting may be recorded by any person in attendance; provided, the recording does not interfere with the conduct of the meeting.
- K. Attendance of Witnesses: Production of Evidence:** The City Council may require the attendance of any person to give testimony or produce records, documents or things for inspection, copying or examination necessary or useful for the governance of the City. The City Council may issue a subpoena through the Mayor's office to require attendance and production under this section, or it may issue subpoenas in its own name in the same manner as is provided in the Utah Rules of Civil Procedure. (Ord. 484, 10-10-1978; amd. 2003 Code)
- L. City Records:** The City Council shall keep a journal of its proceedings. The books, records, accounts and documents of the City shall be kept at the office of the City Recorder and approved copies shall be open and available to the public during regular business hours for examination and

copying. The City Recorder's office may charge a reasonable amount for providing copies of its public records to individuals, except where by law the City must provide the records without cost to the public. If fees are expected to exceed \$50.00 or the requestor has not paid fees from previous requests, payments of future estimated fees or past fees may be required before beginning to process a request. The City Council shall reserve the right to establish, by resolution, reasonable charges for providing copies of its public records, and any charges assessed by the City Recorder in that eventuality would be subject to the guidelines established by said resolution.

- M. Rules of Procedure:** Except as otherwise provided by law, the City Council may establish its own rules of procedures for the proper conduct of its meetings.
- N. Rules of Conduct for Members of City Council:** The City Council may fine or expel any member for disorderly conduct on a two-thirds (2/3) vote of the members of the City Council.

**SECTION II: Enact.** Title 2, Chapter 1, Section 10 is hereby enacted to read:

**2-1-10: PLANNING COMMISSION MEETINGS:**

Every meeting of the planning commission shall conform with the Open and Public Meeting Act, as set forth in Utah Code Annotated, Title 52, Chapter 4, or its successor including, but not limited to the requirements of public notice, open meetings, electronic meetings and meeting minutes.

**SECTION III: Repealer.** If any provisions of the Roy City Code are inconsistent herewith they are hereby repealed.

**SECTION IV: Severability.** If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and shall not affect the validity of the remainder if this ordinance.

**SECTION V: Effective Date.** This ordinance shall become effective immediately upon posting.

**PASSED AND ADOPTED** by the Roy City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Robert Dandoy, Mayor

\_\_\_\_\_  
Morgan Langholf, City Recorder

**Point Paper On  
Roy City Ordinance Title 10 Chapter 19 Off-Street Parking and Loading**

**ISSUE:**

Roy City staff, while requiring residents to follow specific driveway approach ordinance standards, inadvertently violate the same ordinance when making road improvements on 4975 South between 1900 West and 2000 West (see attachments 3 and 4).

**BACKGROUND:**

- Roy City ordinance 10-19 Off-Street Parking and Load states in 10-19-2 (8) (a) (ii) that: “No drive approach shall be located closer than four and one-half (4½) feet to a side lot line of a lot as it is projected to the back of the curb and gutter or roadway”. (See attachment 1)
- A preliminary assessment through the city found a significant number of drive approaches that were cut at the property line in violation of this ordinance. Samples of those are found in the attachments 2, 3 and 4. Some of deviations to the ordinance were authorized by the Zoning Administrator where the driveway approaches are found connected to UDOT owned roads or cul-de-sac developments. However, most were not.
- Attachments 3 and 4 show pictures of violations, but in this case, Roy City personnel or a hired contractor were responsible for those approaches. These drive approaches were done within the last 2 years.
- Many of the older homes in the City that have a drive approach on the property line, had them done before this ordinance was approved (Ord. No. 17-1,3-7-2017).

**DISCUSSION:**

- There is no question that there are numerous residential drive approaches within 4 ½ feet of the property line. They exist throughout the City.
- It would be difficult for the City’s Code Enforcement Officer to issue citations to residents for violation of this ordinance, particularly those residents living on 4975 South, while at the same time knowing Roy City employees, performing their duties and responsibilities, inadvertently violated the same ordinance. It would be difficult to argue that the City staff or applicable contractor is exempt from compliance.
- Another problem is determining the date a property owner may have had the drive approach installed. If the drive approach were established prior to the approval of this current ordinance, they could be legal but non-conforming. Which allows them to keep the drive approach as is.
- The other issue facing City officials is if residents decided to replace the legal non-compliant drive approach, are they authorized to replace it under the old legal non-conforming requirements or does it need to be installed under the current ordinance. This all assumes that the property owner notifies the City.
- When you assess this situation from all angles, there could be a good argument on why it is necessary to have an ordinance that requires the drive approach to be at least 4 ½ feet from the property line since there are so many violations from the current ordinance. This specific portion of Ordinance 10-19-2, if removed, does not impact one way or another the purpose of this ordinance as stated in 10-19-1.

**RECOMMENDATION:**

- Request the City Council to direct the Planning Commission to review Roy City Ordinance 10-19-2 (8) (a) (ii) and determine if it is still valuable and applicable as written. Once the Commission completes their assessment, send their recommendation to the Council for final approval. If the Council determine that the current ordinance will stay as written, direct the City Manager to fix, at city expense, all the drive approaches that the city established in violation of current ordinance, specifically those along 4975 South.
- In addition, place a hold on any residential corrective actions currently in process and place a hold on performing any future compliance inspections associated with 10-19-2(8)(a)(ii) until after the Council decides on the Commission’s recommendations.

**ATTACHMENTS:**

- 1- Roy City Ordinance 10-19 Off-Street Parking and Loading
- 2- Pictures of Cut Curbs on the Property Line – Different Locations in the City
- 3- Pictures of Cut Curbs done by City Staff on the Property Line - 4975 S. Between 1900 W. and 2000 W.
- 4- Pictures of Cut Curbs done by City Staff on the Property Line – 4975 S. Between 1900 W. and 2000 W.



## ATTACHMENT 1

### **10-19 OFF-STREET PARKING AND LOADING**

#### **10-19-1 PURPOSE**

The purpose of off-street parking requirements is to promote traffic/pedestrian safety and efficiency and to minimize hard surfaced areas to reduce storm water run-off and visual impacts while providing adequate parking sufficient to support the associated use or activity.

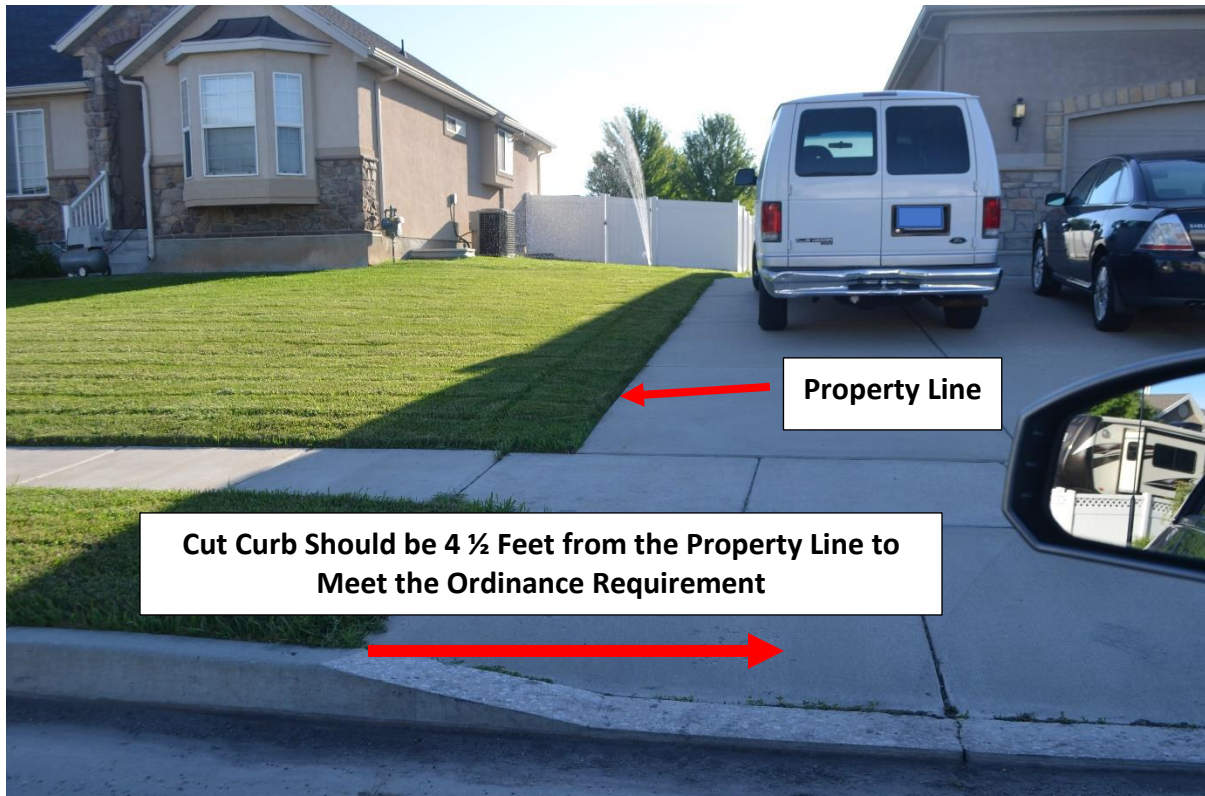
#### **10-19-2 GENERAL PROVISIONS**

- 1) Off-street parking spaces shall be provided, meeting the requirements of this Chapter, for all new buildings constructed, all additions or enlargements to an existing building, the establishment of any new use, or the expansion of any existing use.
- 2) If an existing, legally established building is expanded by more than thirty percent (30%) of the existing gross floor area, all off street parking spaces and areas must comply with the requirements of this Chapter, as applicable.
- 3) Required off street parking spaces and areas shall not be used for the repair of motor vehicles, or the display or sale of goods and services, unless authorized by a temporary use permit approval, as provided herein.
- 4) No off-street parking area shall be used for the overnight occupancy of any vehicle including motor homes, campers, or trailers.
- 5) Oil separators and other pollution control devices may be required as part of Site Plan approval, as recommended by the City Engineer, and approved by the Commission as part of Site Plan approval.
- 6) No sidewalk, trail, or required landscape area shall be used for the off-street parking of any vehicle(s), or as a loading area.
- 7) Off street parking is prohibited in all fire lanes or similar areas not designated for parking purposes. These areas shall be posted with "No Parking" signs and/or other means as required by the City Engineer.
- 8) Access to parking space (driveways and access lanes); access to all parking spaces shall be as follows:
  - a) Residential Property, including four (4) units or less attached units, shall provide access to approved off-street parking spaces and private garages used in conjunction with those uses as follows:
    - i) Driveways and drive approaches shall not be located within the clear view area (sight triangle).
    - ii) **No drive approach shall be located closer than four and one-half (4½) feet to a side lot line of a lot as it is projected to the back of the curb and gutter or roadway.** In the case of a cul-de-sac exceptions may be made by the Zoning Administrator.
    - iii) A driveway on private property may be constructed up to the side or rear property line so long as the driveway does not interfere with the surface drainage of the lot or adjacent lots where drainage easements are provided. If no drainage easements exist, the drainage from the driveway must be kept within the property.
    - iv) Properties with less than one hundred (100) feet of frontage shall be limited to one (1) driveway approach per frontage. One additional drive approach may be added for each additional fifty (50) feet.
      - (1) Exceptions may be approved by the Zoning Administrator where property fronts (5600 South, 1900 West, 3500 West or Midland Drive) for a circular driveway.
    - v) The minimum width of a drive approach is twelve (12) feet and the maximum is thirty (30) percent of the frontage width of the property.

#### **10-19-3 ACCESS REQUIREMENTS**

1. All ingress and egress locations from an adjacent road or street to any off street parking areas, including curb cuts, drive approaches, or other accesses, shall be approved by the City, County, or the Utah Department of Transportation, as applicable.
2. For all lots proposed for commercial, industrial, multiple-family, or use, other than single family dwellings, the location and dimension of all driveways shall be as approved by the Commission with Site Plan Application approval.

## ATTACHMENT 2





**ATTACHMENT 3**





ATTACHMENT 4

