



## ROY CITY COUNCIL MEETING AGENDA (ELECTRONIC)

**FEBRUARY 2, 2021 – 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 December 19, 2020 Roy City Council Meeting Minutes
2. Request for approval of an alcoholic beverage license from Kevin Food Stop Inc., located at 5190 S 1900 W
3. Sale of Surplus Vehicles from Police Department

**E. Action Items**

1. Resolution 21-8 approving a contract with Claude H Nixon Construction Company Inc. for the 1700 West Sewer and Water Project

**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. City Manager & Council Report**

**H. 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.*

*Public meetings will be held electronically in accordance with Utah Code Section 52-4-210 et seq., Open and Public Meetings Act. Pursuant to a written determination by the Mayor finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to the infectious and potentially dangerous nature of COVID -19 virus appropriate physical distancing in City Council Chambers is not achievable at this time accordingly, the meeting will be held electronically with no anchor location.*



***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 29<sup>th</sup> of January, 2021. A copy was also provided to the Standard Examiner and posted on the Roy City Website and Utah Public Notice Website on the 29<sup>th</sup> of January, 2021.

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

**2021 ALCOHOLIC BEVERAGE LICENSE**  
 TO BE APPROVED BY THE  
 CITY COUNCIL  
 On February 2, 2021

<u>LICENSE #</u>	<u>BUSINESS NAME/ ADDRESS</u>	<u>OWNER</u>	<u>CLASSIFICATION</u>	<u>YEAR TO APPROVE</u>
8930	Kevin Food Stop Inc 5190 S 1900 W	Gema Escobar	Class A Beer	2021

RETAIL LICENSE CLASSIFICATIONS

<u>BEER CLASSIFICATION</u>		<u>LIQUOR CLASSIFICATION</u>	
Class A	Off premises consumption	Class A	Private Club
Class B	On premises consumption - restaurant	Class B	Restaurant
Class C	On premises consumption - tavern	Class C	Temporary
Class D	Temporary license		
Class E	Private club license		



To: Mayor Dandoy and City Council Members  
From: Tammy Nelson  
Date: January 26, 2021  
Subject: Kevin Food Stop, 5190 S 1900 W - Alcoholic Beverage License

Kevin Food Stop Inc. is purchasing an existing convenience store/gas station, located at 5190 S 1900 W. A Building Inspection has been conducted to ensure that they are compliant with the building and safety codes.

I recommend approval of a Class A beer license.

Respectfully,

Tammy Nelson  
Community Development  
Office Manager



# Roy City Fire

## MEMO

Deputy Chief Leroy Gleichmann

**To:** Tammy Nelson  
**Date:** January 26<sup>th</sup>, 2021  
**Subject:** Alcoholic Beverage Application/Inspection

**Kevin Food Stop Inc.**

**5190 S 1900 W**

**License # 8930**

We have inspected the building and premise located above and found that the proposed premise does comply with all applicable laws, ordinances and regulations relating to safety in the event of fire or panic, and that this location is reasonably safe for use as a licensed premise for the license applied for.

We completed the inspection for current owner and future owner so there would not be a lapse in coverage until the sale and new ownership is complete.

Any questions please get with me. Thanks.

**Leroy Gleichmann** | Deputy Chief - Fire

Roy City | 5051 South 1900 West, Roy, Utah 84067

(o) 801-774-1084 | [www.royutah.org](http://www.royutah.org) 

**Mayor** • Robert Dandoy  
**City Manager** • Matt Andrews



**City Council** • Ann Jackson  
• Diane Wilson  
• Jan Burrell  
• Bryan Saxton  
• Joe Paul

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January 25, 2021

Mayor and City Council Members

Re: Kevin Food Stop Inc. Application for Alcoholic Beverage License

Mayor and Council

After reviewing the criminal record of the applicant, there is nothing in their criminal history that would disqualify them from having an alcohol license here in Roy.

Best,

A handwritten signature in blue ink, appearing to read "Brody Flint", is written over a horizontal line.

Brody E. Flint  
Roy City Assistant Attorney  
[bflint@royutah.org](mailto:bflint@royutah.org)  
801-774-1000

<b>Officer</b>	<b>Car Number</b>	<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>Plate Number</b>	<b>Vin</b>	<b>Mileage</b>
Surplus	2	Dodge	Charger	2012	510871EX	2C3CDXAG1CH126510	71,202
Surplus	8	Dodge	Charger	2012	510873EX	2C3CDXAG5CH126512	84,868
Surplus	9	Dodge	Charger	2006	841UCL	2B3KA43G36H508118	121,674
Engine Problem	21	Dodge	Charger	2014	515571EX	2C3CDXAG9EH137760	71,467
Surplus	22	Dodge	Charger	2012	206591EX	2C3CDXAG7CH126513	103,173
Damaged	24	Dodge	Charger	2012	512266EX	2C3CDXAG5CH226464	81,275
Damaged	25	Dodge	Charger	2014	515572EX	2C3CDXAGXEH137766	83,170
Damaged	25	Dodge	Charger	2014	515572EX	2C3CDXAGXEH137766	83,170
Engine Problem	31	Dodge	Charger	2014	210544EX	2C3CDXKTXEH322556	89,070
Surplus	32	Dodge	Charger	2012	512267EX	2C3CDXAG7CH226465	72,283
Surplus	40	Ford	Explorer	2008	A471KY	1FMEU73E08UA82080	110,923
Engine Problem	41	Dodge	Charger	2014	210546EX	2C3CDXKT8EH322555	56,714

**RESOLUTION 21-8**

**A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN AGREEMENT BETWEEN ROY CITY CORPORATION AND CLAUDE H. NIX CONSTRUCTION COMPANY INC. FOR THE 1700 WEST SEWER AND WATER PROJECT**

**WHEREAS**, the Roy City Council desires to have the Roy City the 1700 West Sewer and Water project to be completed; and

**WHEREAS**, a Request for Proposals for the 1700 West Sewer and Water project was advertised; and

**WHEREAS**, Claude H. Nix Construction Company, Inc. was the lowest responsive, responsible bidder; and

**WHEREAS**, the Roy City Council desires to enter into an Agreement which is attached hereto, with Claude H. Nix Construction Company Inc.; and

**WHEREAS**, the Agreement sets forth the respective rights and responsibilities of the Parties regarding the 1700 West Sewer and Water project; and

**WHEREAS**, the Roy City Council has determined that it is in the best interest of The City to award and enter into an agreement with Claude H. Nix Construction Company Inc. for the construction of the 1700 West Sewer and Water project;

**NOW THEREFORE, BE IT RESOLVED** on this \_\_\_\_ day of February, 2021 by the Roy City Council that the contract for the 1700 West Sewer and Water project be approved and awarded to the Claude H. Nix Construction Company Inc. and that the Mayor is authorized to execute the Agreement.

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

Attest:

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

Councilmember Wilson \_\_\_\_\_  
Councilmember Paul \_\_\_\_\_  
Councilmember Burrell \_\_\_\_\_  
Councilmember Jackson \_\_\_\_\_  
Councilmember Saxton \_\_\_\_\_



# CONTRACT AGREEMENT

**THIS AGREEMENT** is by and between **ROY CITY CORPORATION** (hereinafter called OWNER) and **Claude H. Nix Construction Company, Inc.** (hereinafter called CONTRACTOR).

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

## ARTICLE 1- WORK

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

The work generally consists of furnishing and installing approximately 500 feet of 8" diameter waterline and 300 feet of 8" diameter sewer. The work also includes trenchless construction of a waterline crossing and a sewer crossing of the Union Pacific Railroad with steel casings, spacers, and end seals; 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:

### 1700 WEST SEWER & WATER 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 **60** days following the Notice to Proceed.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

**ARTICLE 5- CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds 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

Bid Item	Description	Quantity	Units	Unit Price	Amount
1	Mobilization and Traffic Control:	1	L.S.	\$ 10,314.00	\$ 10,314.00
2	8" Dia. PVC C900 DR14 Waterline Pipe:	510	L.F.	\$ 55.00	\$ 28,050.00
3	Waterline Crossing at Railroad Tracks (Trenchless Construction):	1	L.S.	\$ 22,697.00	\$ 22,697.00
4	8" D.I. Restrained Coupling:	1	Each	\$ 627.00	\$ 627.00
5	8" D.I. 22.5 Degree Bend:	1	Each	\$ 739.00	\$ 739.00
6	8" D.I. 45 Degree Bend:	1	Each	\$ 745.00	\$ 745.00
7	8" Thru X 8" Branch D.I. Tee with Restrained Joints:	1	Each	\$ 6,242.00	\$ 6,242.00
8	8" D.I. Gate Valve with Valve Box & Lid:	1	Each	\$ 2,860.00	\$ 2,860.00
9	Fire Hydrant Assemblies:	2	Each	\$ 9,839.00	\$ 19,678.00
10	Waterline Testing and Disinfection:	1	L.S.	\$ 1,470.00	\$ 1,470.00
11	8" Dia. PVC SDR-35 Sewer Pipe:	300	L.F.	\$ 64.00	\$ 19,200.00
12	Sewer Crossing at Railroad Tracks (Trenchless Construction):	1	L.S.	\$ 48,661.00	\$ 48,661.00
13	Sewer Manhole:	1	Each	\$ 2,645.00	\$ 2,645.00
14	Connect to Existing Sewer Manhole:	2	Each	\$ 5,113.00	\$ 10,226.00
15	Plug End of Existing Sewer Line:	1	Each	\$ 250.00	\$ 250.00
16	Video Inspection of Sewer:	300	L.F.	\$ 3.00	\$ 900.00
17	Remove and Replace Existing Curb and Gutter:	20	L.F.	\$ 98.00	\$ 1,960.00
18	Asphalt Pavement Patching (3" HMA / 10" UTBC):	350	S.Y.	\$ 47.00	\$ 16,450.00
19	Granular Backfill Barrow:	1,000	Tons	\$ 14.00	\$ 14,000.00
Sum					\$207,714.00

TOTAL OF ALL UNIT PRICES: **TWO-HUNDRED AND SEVEN THOUSAND, SEVEN-HUNDRED FOURTEEN AND 00/100'S DOLLARS (\$207,714.00).**

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   1st   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 1-4;
  - 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 \_\_\_\_\_, 2021, (which is the Effective Date of the Agreement).

**OWNER:**

**CONTRACTOR:**

ROY CITY CORPORATION

CLAUDE H. NIX CONSTRUCTION CO., INC.

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]