



---

**ROY CITY COUNCIL MEETING AGENDA**  
**DECEMBER 6, 2022 – 5:30 P.M.**  
**ROY CITY COUNCIL CHAMBERS 5051 S 1900 W ROY, UTAH 84067**  
**This meeting will be streamed live on the Roy City YouTube channel.**

**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 consent item, that item may be removed from the consent agenda and considered separately.

1. October 4, 2022, Roy City Council Meeting Minutes and November 1, 2022, Roy City Council Meeting Minutes.

**E. Public Comments**

If you are unable to attend in person and 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) ahead of time for your comments to be shared.

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 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 more time to explain, then please email [admin@royutah.org](mailto:admin@royutah.org). Your information will be forwarded to all council members and a response will be provided.

**F. Presentations**

1. Fiscal Year 2022 Audit Report – Wiggins & Co.
2. PulsePoint CPR in the Community – Chief Golden

**G. Action Items**

1. **Public Hearing**
  - a. to consider potential projects for which funding may be applied under the CDBG (Community Development Block Grant) Small Cities Program
2. Consideration of Resolution 22-21; A resolution establishing meeting dates for 2023
3. Consideration of Resolution 22-22; A resolution amending fees for rentals of the bowery and facility at the Roy City Aquatic Center
4. Consideration of Resolution 22-23; A resolution approving an agreement between Roy City and the Utah Department of Transportation (“UDOT”)

**H. Discussion Items**

1. Fleet Rotation Program
2. Status of the Roy Complex Boiler Request for Proposal (RFP)
3. Pickleball Court Update
4. Status update on Red Curb Marking Request – Bridge Elementary
5. Proposed change to Roy City Ordinance Title 6 – Motor Vehicle and Traffic

**I. City Manager & Council Report**

- J. Motion to enter closed door meeting** – to discuss the character, professional competence, or physical or mental health of an individual.

**K. 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 December 2022. A copy was also posted on the Roy City Website and Utah Public Notice Website on the 2<sup>nd</sup> day December 2022.

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

Brittany Fowers  
City Recorder



**ROY CITY**  
**Roy City Council Meeting Minutes**  
**October 4, 2022– 5:30 p.m.**  
Roy City Council  
5051 S 1900 W Roy, UT 84067

Minutes of the Roy City Council Meeting held in person in the Roy City Council Chambers and streamed on YouTube on October 4, 2022, 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 also posted on the Roy City website.

The following members were in attendance:

Mayor Dandoy  
Councilmember Jackson  
Councilmember Joe Paul  
Councilmember Scadden  
Councilmember Wilson  
Councilmember Sophie Paul

City Manager, Matt Andrews  
City Attorney, Andy Blackburn  
City Recorder, Brittany Fowers

Also present were: Police Chief, Matthew Gwynn; Fire Chief, Craig Golden; Parks and Recreation Director, Travis Flint; Public Works Director, Ross Oliver; Management Services Director, Amber Fowles; C.E.D Director, Brody Flint; Willard Cragun, Glenda Moore, Kevin Homer, Tim Higgs, Julie Cragun, Byron Burnett, Jake Rast, Ryan Law, Parker Fornof, Brittany Quay, Joshua Gorder, and Leon Wilson.

**A. Welcome & Roll Call**

Mayor Dandoy welcomed those in attendance and noted Councilmembers Jackson, Sophie Paul, Wilson, Scadden, and Joe Paul were present.

**B. Moment of Silence**

Councilmember Sophie Paul invited the audience to observe a moment of silence.

**C. Pledge of Allegiance**

Councilmember Sophie Paul lead the audience in reciting the Pledge of Allegiance.

**D. Public Comments**

Mayor Dandoy opened floor for public comments.

Willard Cragun, 2568 W 5225 S, Roy, stated he wanted to address the dumpster program that had been operating in the City for a number of years, and said he would like for the dumpsters to be available for the convenience of the public, rather than the convenience of the City. Mr. Cragun pointed out that around this time of year, people started cleaning up their yards and taking out garbage, and he thought it would be nice to have the dumpster service available for them. Public Works Director Ross Oliver replied that the dumpster program would start on October 17th, and would run for two weeks during regular business hours, and would also be available on Saturdays until 3:00 PM. City Manager Matt Andrews added the City offered vouchers to take trash to the actual dump as well, and he explained the vouchers were intended to avoid having people leave

hazardous materials in the dumpsters. Public Works Director Oliver said the EPA did not allow the City to leave the dumpsters available at all times because someone needed to be available to sort through the different waste. Mayor Dandoy suggested they look into the cost of making dumpsters available for an extra week or two, but Public Works Director Oliver discussed he would not recommend an extra week. Councilmember Jackson asked how busy it was during the two weeks the dumpsters were available, and Public Works Director Oliver shared it was usually the same people who came over and over again.

Tim Higgs, 5381 S 3400 W, Roy, said he had also been out doing yardwork and asked if the Council had noticed how bad the mosquitos had been that year. He reported he had filed an incident with Weber County Abatement on 12<sup>th</sup> street and he had not yet heard back, and he asked Council to look into an abatement for the mosquitos in the fall. Councilmember Jackson said she was on the Mosquito Abatement Board, and explained mosquitoes became dormant once the temperature cooled down, but since it warmed back up that year, this species of mosquitos had become active again. She shared that this particular species had bigger bites, and she acknowledged they had received a lot of complaints about them. She promised she would check with the board to see if she could get them out in his neighborhood. Mr. Higgs said he had been in Hooper recently and that the mosquitos were not bad down there. Mayor Dandoy said Councilmember Jackson was the contact person for this and Mr. Higgs should reach out to her directly.

Mayor Dandoy closed the floor for public comments.

#### **E. Action Items**

1. A motion to amend Councilmember Wilson's July 5, 2022 motion concerning building height.

Councilmember Wilson said the current wording of the building read "the average maximum vertical height of a closed building or structure, measured by taking the average of two measurements, one taken from the highest vertical elevation height, and one taken from the lowest vertical elevation height, each measured from finished grade to the highest point of the building." She read the additional part to be added, which read as follows: "in no case shall the maximum height be permitted to exceed 25% of the allowable building height."

Councilmember Jackson thought the addition was great and she expressed she would definitely vote for it.

City Manager Matt Andrews applauded her work, but expressed that he felt this painted them into a corner which was completely different from any of their peers in the area. Councilmember Wilson said other Cities had addressed this issue, and she thought this amendment would allow developers in Roy more flexibility than what they had in other Cities.

Councilmember Wilson made a motion to add the sentence "in no case shall the maximum height be permitted to exceed 25% of the allowable building height," to the Roy City Ordinance Building Section. The motion was seconded by Councilmember Jackson. Councilmember Scadden voted Nay.

Councilmember Joe Paul asked for clarification from Staff. City Attorney Andy Blackburn explained a Councilmember could amend a previously approved motion. He discussed that he personally would not limit buildings at 35 feet, but his job was to do what the Council wanted to do as long as it was legal. Councilmember Wilson clarified her amendment was related to slope and proportion. City Manager Andrews said this would apply to all buildings and not just sloped buildings. Councilmember Wilson said this would solve for the slope. City Manager Andrews asked how many slopes they had in Roy that were still developable, and Councilmember Wilson said most of the developable land left was on a slope.

Voting continued. Councilmember Joe Paul voted Nay.

Councilmember Sophie Paul clarified that the phrase ‘25%’ was the only addition to the motion. Councilmember Wilson asked if she would like numbers to put it in perspective and provided some figures for clarification. Councilmember Sophie Paul said her house would not be compliant with this ordinance, and neither would a number of homes that in her neighborhood. She worried this would be very limiting to homeowners. City Manager Andrews commented that the purview of the Council was to think long-term from a development perspective, and he felt this could introduce too much complexity to a developer who wanted to determine building height. Councilmember Wilson said they were solving for sloped properties.

Voting continued. Councilmember Sophie Paul voted Nay. Councilmember Jackson and Councilmember Wilson voted Aye. The motion failed to pass.

Mayor Dandoy clarified the previous approved motion regarding building height which had been voted on on July 5, 2022 still stood, and only the amendment to that motion had failed.

## **F. Presentations**

### **1. Fire Prevention Week – Chief Golden**

Fire Chief Golden said this was an exciting time for fire prevention across the country and it just happened to be the 100th anniversary of fire prevention week. He stated that fire prevention week had been established to commemorate the Great Chicago Fire, and he provided historical details related to the fire. Fire Chief Golden stated this was one of the first fires which had brought forensic fire investigation more prominence, and he opined that the anniversary of this fire should not be celebrated with festivities but rather with awareness about fire prevention. He stated that in 1920, President Woodrow Wilson had implemented the first National Fire Prevention Day proclamation, and he said that since 1922, Fire Prevention Week had been observed on the Sunday through Saturday on which November 9<sup>th</sup> falls. Fire Chief Golden continued and said that in 1925 President Calvin Coolidge proclaimed fire prevention week as the longest running public health observance in the Country. Fire Chief Golden stated that since then, each President of the United States had proclaimed the week as a national observance, every year since 1925. He stated that the theme for this year was ‘fire won’t wait, plan your escape’, and said that they would have an official proclamation sign off on October 11th. Fire Chief Golden stated the Mayor would be signing the proclamation for the second full week of October, the 9<sup>th</sup> through the 15<sup>th</sup>. He said this would be the biggest festivity they had held since

the pandemic, and encouraged attendance. Fire Chief Golden clarified that this event would be on Wednesday October 12<sup>th</sup> from 6:00 to 8:00 PM.

Councilmember Wilson asked if she brought her grandkids if they would be able to climb on fire trucks. Fire Chief Golden responded there would be plenty of things for kids to do.

**G. Discussion Items**

**1. Winterization at the Complex follow-up**

City Manager Andrews reminded the Council they had recently spoken about getting a furnace bid for the basement so the pipes would not freeze, and he reported that they had gotten that bid from Coyote Canyon, which had come back at \$10,200 if they wanted to keep the basement of the complex heated. City Manager Andrews said they had three options which were up for discussion. He said the first option was to keep on going the way they were going and give it the chance there would be warmer weather, they could do the heater for \$10,000, or they could close it and start to do the rebuild. City Manager Andrews presented these options and opened discussion to the Council. Councilmember Wilson questioned the applicability of this furnace to other functions and asked how many BTU's it would be. City Manager Matt Andrews responded that it would be 110 KBTUs at 95% efficiency, and there would be a duct work and filter package with ventilation and gas line with a thermostat with a five-year warranty on parts. City Manager Andrews said if they could find another use for it in the City, they would but he did not know where they would be able to use it. Councilmember Wilson clarified this would be natural gas. City Manager Andrews confirmed.

Mayor Dandoy clarified that this would be a gas line hardwired into that location and it would get them through the freeze months if the Council elected to move in that direction. He expressed his main concern was if they would be able to keep three employees gainfully employed if they were able to keep the Complex partially opened. City Manager Andrews asked how soon they could get it installed. Public Works Director Oliver responded Coyote Canyon had not given them a start date for the installation. Councilmember Joe Paul asked when they would have the engineering report back on how much the project would cost in total. Public Works Director Oliver responded they had been told four to six weeks, and that had been several weeks ago at that point. Councilmember Joe Paul asked if they could find out what the lead time would be, and pointed out they would not need the furnace until the middle or end of November, but he said he would like to get engineering to come back and see where they were at with this whole project. Councilmember Wilson again asked how many BTUs they thought they would need, and what temperature that area would need to be kept at. Public Works Director Oliver said 110 BTUs would be sufficient to keep the basement above freezing temperatures. Councilmember Wilson asked what temperature they would be keeping the thermostat at. Public Works Director Oliver responded they intended to keep it just above freezing, and added he was hoping to be able to keep it around 50 degrees.

Councilmember Wilson asked how deep the water lines were underground. Public Works Director Oliver responded they were not underground; they came in the side wall around three feet below ground level. He said they were not worried about the outside lines, they were only worried about the inside lines.

Mayor Dandoy said the premise was that if the water did not need to be turned off for fear of freezing, then a portion of the complex could stay open, but the heart of the conversation came down to the fact that Roy City could not afford to have a water break in that facility. He said that with all of the complications they already had, it would be a disaster if that happened. Public Works Director Oliver said when they were given the money to go ahead with this, the facility would need to be shut down temporarily for major repairs to water lines and asbestos removal. Councilmember Sophie Paul asked how long they thought it would need to be shut down for. Public Works Director Oliver said they would have to get a proposal out and then they would know for certain.

Councilmember Joe Paul asked if they thought engineering would get back to them in time for them to get this done if they had to. Public Works Director Oliver said he thought they would have an answer by mid-November. Councilmember Wilson asked how many days it had frozen the previous year. Public Works Director Oliver discussed it might not freeze at all, but he was not willing to take that chance. Councilmember Wilson asked about the other heating options he had told her about. Public Works Director Oliver responded that what he had discussed with her previously was in regards to monitoring temperatures, but there were no other measures that would be taken to actually heat the building.

City Manager Andrews said they had to look at it from a risk perspective, and pointed out it would cost them a lot more than \$10,000 if they had a burst pipe. Councilmember Joe Paul said they had their next Council meeting in two weeks and asked if they could come back with all the information they needed to make their decision by then. Councilmember Jackson said she had talked to a company who dealt with large projects regularly, and they had told her they had never had a burst pipe, and had recommended leaving a pipe dripping, which she thought worked wonders. She said there were other preventative measures they could take without spending \$10,000 and she thought if they could modify their spending without taking the risk, that would be ideal. Councilmember Joe Paul said they could look into these options but no one would sign off on it yet. Councilmember Wilson asked what they would do with the furnace when they were done with it. City Manager Matt Andrews said they could easily pull out the furnace and use it somewhere else, but the ductwork would be stuck down there. Councilmember Wilson thought they needed more information before they made a decision. Public Works Director Oliver said it was up to Council whatever they wanted to do.

Mayor Dandoy said there was a lot of risk here and that Public Works would give them as much information as they could, but at the end of the day it was up to Council to make a decision. Mayor Dandoy asked Public Works Director Oliver to look into a leasing option. Public Works Director Oliver responded he would. Mayor Dandoy said whether or not it was earlier or later, the facility would be shut down at some point for repairs.

Councilmember Jackson asked what the impetus for draining the pool was. Public Works Director Oliver said they drained the pool once a year to turn the water over, and reported they had drained it preemptively to prepare for this project.

2. 4000 South – ownership and maintenance

Councilmember Scadden said they had a number of constituents who had reached out regarding the construction along 4000, and he noted there was nothing in the long term Master Plan until the years 2041 to 2050 regarding a bridge over 4000. He said UDOT owned the bottom portion of 4000, and he wondered whether or not they could entice UDOT to bring that forward sooner rather than later. Councilmember Scadden asked the Council how they felt about starting conversations with UDOT.

Councilmember Jackson asked what the constituents wanted to have done there. Councilmember Scadden responded they wanted wider roads and an overpass. Councilmember Joe Paul said he liked the idea, but he did not think UDOT had the appetite to undertake a project like that. Councilmember Wilson asked what the incentive was for ownership. City Manager Andrews said if it was not a County road they would not receive the class B and C on it, and if it was a State road they would not have control of it.

Councilmember Joe Paul recalled he had brought it up to UDOT before and they had told him that was what the overpass on Hinkley was for. Mayor Dandoy clarified the suggestion was if Council wanted to transfer 4000 over to UDOT sooner than later, and said they needed to recognize that once it was transferred over, it fell into UDOT's purview in terms of bridge and widening options. Councilmember Joe Paul thought they should talk to UDOT, since he thought the City would never be able to afford the work. Councilmember Wilson expressed she wanted information on what the pros and cons would be.

Councilmember Wilson asked what the timeline was for the 3100 and 6000 roundabout. Mayor Dandoy noted that timeline was interesting, because the City was taking action to purchase the land around it as part of an easement and once that happened, they would just need to wait for funding from the Wasatch Regional Council. He thought it was scheduled for 2025 but that they might be able to push it up to 2024. Mayor Dandoy added City Manager Andrews had all the information for that plan if she would like to inquire further.

Mayor Dandoy said the action needed at the current point would be to open dialogue with UDOT to see if they would be willing to acquire 4000, but he thought before they did that they needed to flush out the pros and cons of allowing UDOT to acquire it. He anticipated UDOT would probably be hesitant to widen it, unless growth patterns increased. City Manager Andrews said Public Works Director Oliver had reminded him they also had a grant to finish up the sidewalk on the north side there.

### 3. Code Enforcement – yard weed and debris

Mayor Dandoy said they had an interesting year for waste, and it was not a surprise they were seeing more yard debris because they were asking residents to save water and as a consequence, a lot of people had let their yards go crazy. Councilmember Joe Paul thought people were just lazy and gave up, because he had stayed within the limitations of water usage and his yard was still lush and green.

Mayor Dandoy stated that while they had gotten through the year, they should not allow for it to happen again the following year. He said at some point in time they had to do something about residents who were not in compliance, and said Council and Staff could not simply ignore it.



Councilmember Wilson asked about all of the dead trees around town. Mayor Dandoy said the Council and Public Works department could work together to offer a place for them to dispose of them. Councilmember Sophie Paul asked if it became a Code requirement to eliminate dead trees from the property. Mayor Dandoy said he was not away of any Code that addressed dead trees. Public Works Director Oliver said that all the Code stated was that plants and vegetation were to be maintained to their regular healthy state.

Mayor Dandoy said the Council needed to decide how much authority they wanted to direct to Public Works to cut trees down. There was discussion about their options. Public Works Director Oliver said a lot of trees were going dormant sooner than earlier this season because of the lack of water, and he reported that arborists thought those trees would come back in the spring so they should not jump the gun on cutting down trees that appeared to be dead.

Mayor Dandoy said it came down to the Roy City ordinance and said they needed to hold everyone accountable. He thought if the Council did not like the current ordinance, they needed to change it, and he also discussed he wanted to find a way to generate excitement for residents in the spring to encourage them to stay in compliance. There was discussion about contacting the power company to cut down trees that were interfering with power lines and posed a danger.

Councilmember Wilson asked about the property on the corner of 5600 where the fountain was located, and asked who was responsible for maintaining it because she thought it looked terrible. Mayor Dandoy replied it was was the owner's responsibility. He said they wanted to support Staff in their efforts to reach out to owners regarding this issue. City Manager Andrews explained further that it might feel as though nothing was being done on Staff's end, but that was because it took time after notification to get a reaction from those residents who had been made aware of their noncompliance.

Councilmember Joe Paul said if they were trying to attract businesses to the City, they needed to clean up the entrance to the City because it looked abysmal. Councilmember Wilson said she had a 50 year reunion recently, and recalled people at the event had been disappointed on how bad things looked. Mr. Cragun stated the Council needed to clean up the town and put their foot down and enforce the Codes. Public Works Director Oliver said Roy did not own the property that the City sign was on so they did not have prerogative over it, and Mayor Dandoy added UDOT actually owned it.

#### 4. Lift Station update – 1900 West, use of ARPA Funds

Public Works Director Oliver said that currently, the sewer ran through Airport Road, and they had to add a manhole as well as determine if it would be able to hold the flow that would be added to it. He said the estimated cost was around \$1.5 Million. City Manager Andrews elaborated it encompassed around 480 households. Mayor Dandoy said the intent would be to pull from ARPA funds to come up with that total. Public Works Director Oliver said they were probably about a year out on this project.

#### **H. City Manager & Council Report**

City Manager Andrews said they had issued a letter of intent for the CMAC money for the 6000 South 4300 West roundabout, and a CRP funding request for \$90,000 had been sent for the electronic vehicles as well. He said there was still work to be done on the CDBG, and there was a class they needed to go to, and a public hearing would need to be held as well. He also announced there would be the walk to school at Countryview Elementary the following morning and Trunk or Treat would be held on the 24<sup>th</sup>.

**I. Adjournment**

---

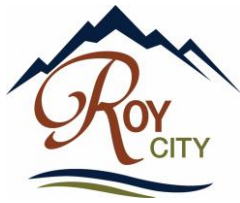
Robert Dandoy  
Mayor

Attest:

---

Brittany Fowers  
City Recorder

dc:



**ROY CITY**  
**Roy City Council Meeting Minutes**  
**November 1, 2022– 5:30 p.m.**  
Roy City Council  
5051 S 1900 W Roy, UT  
84067

Minutes of the Roy City Council Meeting held in person in the Roy City Council Chambers and streamed on YouTube on November 1, 2022, 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 also posted on the Roy City website.

The following members were in attendance:

Mayor Dandoy  
Councilmember Joe Paul  
Councilmember Scadden  
Councilmember Wilson  
Councilmember Sophie Paul

City Manager, Matt Andrews  
City Attorney, Andy Blackburn  
City Recorder, Brittany Fowers

Excused: Councilmember Jackson

Also present were: Assistant City Manager/C.E.D Director, Brody Flint; Police Chief, Matthew Gwynn; Fire Chief, Craig Golden; Parks and Recreation Director, Travis Flint; Public Works Director, Ross Oliver; Management Services Director, Amber Fowles; Kevin Homer, Glenda Moore, Dan Tanner, Julie Cragun, Leon Wilson, Dennis Brown, and Elizabeth Brown

**A. Welcome & Roll Call**

Mayor Dandoy welcomed those in attendance and noted Councilmembers Joe Paul, Scadden, Wilson, and Sophie Paul were present.

**B. Moment of Silence**

Councilmember Scadden invited the audience to observe a moment of silence.

**C. Pledge of Allegiance**

Councilmember Scadden led the audience in reciting the 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. Financial Statements – July 2022, August 2022, and September 2022**
- 2. August 2, 2022; August 16, 2022; September 6, 2022; September 20, 2022, City Council Meeting Minutes**

**Councilmember Joe Paul motioned to approve the Consent Items with changes to minutes as noted. Councilmember Wilson seconded the motion. All Councilmembers voted “aye”. The motion carried.**

**E. Public Comments**

Mayor Dandoy opened the floor for public comments. Hearing no comments, Mayor Dandoy closed the floor for public comments.

**F. Presentations**

1. Roy City Ordinance – Title 6 Motor Vehicles and Traffic – On Street Trailer Parking

Police Chief Matthew Gwynn introduced Officer Travis Kearn and stated they had received many emails that were confused about where trailers could be parked. Chief Gwynn said they had some ideas they wanted to present about solutions for trailer parking. Officer Kearn said he had found there were many parking complaints in Roy City, and he felt the Code did not fit the needs of the City as far as trailer parking was concerned. He identified some issues, and said they gave great care to pedestrian traffic as they responded to calls. He shared a recent experience in which he had been forced to drive very slowly while responding to a call because he had to navigate around all of the trailers parked on the road. He pointed out driving emergency vehicles through heavily congested streets was nearly impossible, and said they needed to make some changes to the Code to address this issue.

Officer Kearn outlined some of their suggested solutions. He said first, they needed to clarify what constituted a trailer, and said they should refer to trailers in the ordinance as ‘any trailer.’ He thought a broad definition would be best and provide uniformity. He further stated the trailer could not be parked for more than 24 hours before it was tagged to be removed. He said once a trailer was deemed a nuisance, it would need to be legally parked or it could be removed by the City. He explained they also had clarified that loading and unloading was allowed, and people could temporarily have their trailers on the street for things such as getting ready to go camping or moving. He added there would be stipulations on this as well as a time limit, and said people would have to be actively loading or unloading and could not take more than 48 hours. He clarified people could not park their trailers on the street for long term parking. He discussed this was for aesthetic appeal as well as safety, since parked trailers minimized visibility.

Councilmember Joe Paul asked about people who parked trailers on their lots rather than the street, and asked if that would still be permissible. He expressed he did not like this. Officer Kearn replied this would be prohibited with the updates, and spoke about a recent case in which someone had tried to sell a mobile home and left it parked on their lawn while it was for sale. He said that had been a headache and there were many similar cases they had to deal with. He expected the updates to the ordinance would minimize calls about similar issues. The Councilmembers also discussed there were challenges in enforcement, especially in regards to the 48 hours rule, as someone could move their trailer to a different place on the same street and still technically be in compliance. Mayor Palmer noted they would need to have police officers who regularly patrolled neighborhoods to find people in violation of the ordinance.

Councilmember Joe Paul asked about landscape trailers and Officer Kearn said the ordinance would account for those as well. Officer Kearn said he did not want to hinder anyone’s business and he knew construction was always going on, but said they needed to keep the roads clear. He said the new ordinance would allow them to ticket landscaping trailers. Officer Kearn discussed the updates from the ordinance were pulled from his previous experience in law enforcement in Ogden.

Councilmember Wilson asked if there were any negative effects of this update and Officer Kearn replied he did not foresee any, beyond people being frustrated they could not have their trailers parked long-term on the street. He anticipated the overall impact of this would be positive and people would appreciate having the streets clear. Mayor Dandoy agreed the overall effect of the update would be positive and people would respond well to it, but acknowledged there would be people with trailers who would be upset. Officer Kearn thought officers would be able to use discretion in when a trailer needed to be towed. Councilmember Wilson also asked if this could be handled by Code enforcement officers, and Officer Kearn explained it

was a traffic issue since the trailers were parked on the street, meaning it was something police would have to handle.

Mayor Dandoy asked for a copy of the new ordinance, and said he wanted to read and discuss the updates in more detail with the Council. He said he wanted to get through this and see this formalized as soon as possible.

## 2. Halloween Home Decorating Contest Winners

City Recorder Brittany Fowers reviewed the entries for the Halloween Home Decorating Contest and highlighted the winners. She said there had been 18 entries in total, and Darin Paskett was the first place winner. She added Michael Haines was second place and Greg and Michelle Lakey were in third place. She listed Bradley and Kristen Osbourne, Greg Eskew, and Jason Sparr as honorable mentions. She reported there had been many photos on social media and the event had been well-received by the public. She noted the winners had received gift cards, \$50 for first place and \$25 for second and third.

The Council discussed people had done very well, and there were some designs which had even been interactive. Mayor Dandoy thanked City Recorder Fowers for the suggestion to hold a contest and for organizing it. He said he was impressed with everyone for putting the event together on such short notice. He anticipated the Council would be happy to do this event next year. In response to a question, City Recorder Fowers clarified people could only enter themselves but not someone else, since contestants had to allow their addresses to be part of public record. She also stated she was in the process of mailing the gift cards to the winners.

## G. Action Items

### 1. Resolution 22-19 – Hill Air Force Base Automatic Aid Agreement

Fire Chief Craig Golden explained they generally just did an annual review, but they needed to go through the process now since the Air Force instruction had changed that year. He said this would be pushed out for five years and reviewed annually, and if anything needed to be done they would make those changes. He said this was a mutual, automatic aid agreement for both fire and emergency services between Roy City and the Air Force base. He said there were station two resources to include a battalion chief, so the Air Force base would respond to things like structural fires, hazardous materials, or rescues. He said Roy City went up to the Air Force base when requested, and right now the only thing they went up there for were when paramedics were needed. He noted the Air Force base had their own paramedics however, so Roy City did not need to go up there very often, but the Air Force often responded to emergencies in Roy.

Mayor Dandoy asked about the relationship between the Air Force base and Falcon Hill, and the Fire Chief Golden explained Falcon Hill was not included and the boundary was anything behind the gate. He clarified they did not have an interlocal agreement with Falcon Hill, but if they reported a fire, the fire department would respond. He added their radio was encrypted so Roy's fire department could not interfere with their radios, but they did listen in on Roy City's dispatch. He also stated they had a person assigned from their organization designated as a safety officer, and the safety officer and their team responded to emergencies alongside the fire department. He explained they did not assume command of anything in Roy City's jurisdiction, and he added if they happened to respond to a scene before Roy's fire department arrived, they would go through the proper steps and then defer authority to Roy City once their officers or firefighters arrived.

Mayor Dandoy brought up the AFFF fire extinguishers, and recalled the Air Force had been trying to get

away from that since there were carcinogens and other chemicals which saturated the land and could get into the water stream. He asked for more details, and asked if the Air Force would be using that in response to an emergency. Chief Golden replied they would use foam fire extinguishers if requested by Roy City, and then Roy would be responsible for cleaning it up. He also discussed the Air Force had tried to find a replacement for AFF but what they had replaced it with had turned out to be just as bad. Mayor Dandoy talked about the problems with the toxic chemicals in AFFF and said it permeated into the soil and possibly the water. Chief Golden noted the fire department had two training sessions about hazardous material awareness and how to properly handle fire extinguishers and other toxic materials.

**Councilmember Joe Paul motioned to approve Resolution 22-19; Hill Air Force Base Automatic Aid Agreement. Councilmember Wilson seconded the motion. A roll call vote was taken. All Councilmembers voted “Aye”. The motion carried.**

2. Resolution 22-20 – Approval of Roy City Police Department Bailiff Job Description

Police Chief Gwynn said this had been put on the backburner for some time due to COVID-19, but they had now submitted the job description to the Council and hoped to get the position filled now. Councilmember Wilson asked why ‘a working knowledge of Roy streets’ were included as a qualification, and Police Chief Gwynn explained the applicant would need to be able to find people with warrants based off of addresses, and if they were about to make an arrest they would need to know where they were. He elaborated they typically just went after suspects who had warrants within Roy City courts, and he expressed he would be willing to train the right applicant; they did not necessarily have to come in with a working knowledge of Roy’s layout as long as they were able to learn it quickly.

**Councilmember Scadden motioned to approve Resolution 22-20; Roy City Police Department Bailiff Job Description. Councilmember Sophie Paul seconded the motion. A roll call vote was taken. All Councilmembers voted “Aye”. The motion carried.**

**H. Discussion Items**

1. Red Curb Marking – parking restriction on Midland Drive, West of Bridge Elementary  
City Manager Matt Andrews reported they had a policy that an application had to be submitted to assess the value, and he said while they had not yet seen an application for the school parking lot, they had held a lot of conversations with school staff about the issue. He said once they painted it, it could not be undone, so they wanted to give the matter due thought. He said about a week ago, the principal had requested the curb be painted, and another option they had discussed in the past was writing ‘not a pickup zone’ on the curb. He explained the issue was some kids ran across the street to get picked up by parents on the other side of the street from the school, which was a safety concern. He also noted some people then tried to do a u-turn which also posed a safety risk. He reported they had done a traffic study in the past, which had shown there were only three children who needed to cross to walk home, and that low of a number would not justify having a crosswalk and crossing guard there.

Mayor Dandoy asked if there was an application form, or if the school just needed to send a letter. City Manager Andrews replied there was a form and said he would send it over to the school. Mayor Dandoy thought they should get an application in so the police department and engineering department could review the matter and move it through the normal process. He felt since the Council did not know the nuances of the issue, they would not know what questions needed to be asked and he thought since it was a public safety issue, it would be best to have this go through the normal process with City Staff.

Councilmember Wilson asked for more details about possible issues with a painted curb, and City Manager Andrews said his main concern was that people would park there anyway no matter what was written on

the curb, so enforcement was an issue. He also reiterated his concerns about people trying to u-turn once they picked up their kids, and he worried they might be creating a bigger issue. Mayor Dandoy recalled the original concept for the school had been for there to be a pickup and drop off zone for parents, but that was not what had happened. Mayor Dandoy also thought they could consider some signage, if not a full crosswalk.

#### 1. Challenge Coins

City Recorder Fowers spoke about challenge coins, and reported she had some pricing quotes from several companies. She asked the Council if this was something they wanted to do, and if so, how many they wanted to order. She said if they ordered less than 300 coins, it would cost between \$5.50 to \$7.50 per coin, but it dropped down to \$1.50 per coin if more than 300 were ordered. She asked the Council for direction.

Councilmember Wilson asked for clarification on pricing and City Recorder Fowers repeated the figures and added if they ordered just over 300 coins, it would cost around \$13,000 to \$15,000. Mayor Dandoy said they did not want to lose sight of the intent of the coins, and said this would represent their City.

Councilmember Wilson did not find the coins to be of great value, although she knew some people used them. She said if they were used, she did not want them to be dated, and City Recorder Fowers assured her there were no years or dates on the coins. The Council, with the exception of Councilmember Wilson, expressed they were in favor of the coins. Councilmember Scadden proposed they buy \$15,000 worth. The Council discussed this and settled on somewhere between 320 to 326 coins.

#### 2. 5600 South/I-15 Roy City Sign

Councilmember Scadden discussed the 5600 South project, and recalled they had talked about its state of disrepair at the last Council meeting. He said they intended to revamp that entire area and stated he wanted to get an old entrance sign for Roy City removed by Public Works. He continued that once the project was completed they could get a new spot for the sign, possibly near a UDOT development which was close to that road. He clarified he was not talking about an interstate sign, but indicated there was an old sign with a waterfall which was dated and in a state of disrepair that he thought should be taken down.

The Council agreed the old sign was an eyesore and they thought they could find something better. Mayor Dandoy did not think UDOT had any planned developments in the area. Councilmember Scadden had indicated, and thought it would be better to put it on 1900. Councilmember Scadden added they currently were responsible for maintenance for the sign, but it was not being well-maintained and he thought at this point, it would be better to have it taken down entirely. Mayor Dandoy thought they should take it out for now, and then determine what to do with it once the road widening project was completed. Councilmember Wilson asked how much it would cost to have it taken out, and Public Works Director Ross Oliver replied he did not know how long the project would take but said his employees were paid the same rate per hour regardless of what they were doing.

The Council agreed the sign should be removed. Councilmember Wilson pointed out a sign with a water feature was not sensitive to the times as they were in a drought, and thought that since it served no value now it seemed like a good time to have the sign taken down. She asked if there was a way to keep a part of the sign so there was at least some sign at the entrance to the City, and noted the project would not be done for three to four years. She thought there was some value in having a sign to Roy somewhere. Mayor Dandoy commented there was a Roy City sign to the north, but agreed she was correct in that there would not be a sign in the south. Mayor Dandoy asked Public Works Director Oliver to explore some options, and emphasized this could be done at his convenience and was not a top priority.

### 3. Winterization at the Complex

Parks and Recreation Director Travis Flint reported Public Works had been able to find a heater for the basement of the complex to keep the pipes from freezing in the winter. He stated the cost had been \$900, and said this would satisfactorily solve the issue of winterizing the complex. He further reported there was a scheduled meeting to review the work which had been done so far with the Engineering department, and after that the Weber County health department would have to approve everything before they could send out RFPs. Councilmember Joe Paul added they were not far out from being able to apply for grants and thought they should jump on that, and Parks and Recreation Director Flint agreed. Mayor Dandoy asked when the engineer might have a design for them, and Parks and Recreation Director Flint discussed the possible timeline.

## **I. City Manager & Council Report**

City Manager Andrews stated the RFP was closing on the Station Area Plan, and said there was an upcoming meeting with City Planner Steve Parkinson, UTA, and Wasatch Front Regional Council in which they would select and review who they wanted to proceed with the contract.

City Manager Andrews reminded the Council they had entered into a contract with a company who swept City street, and announced they were currently going through the City. He said there was also a tree removal scheduled for Sanders Park. He also announced there would be a tree lighting ceremony on November 21st.

City Manager Andrews said he wanted to get some follow up items added to the agenda. He wanted to get an update on the pickleball courts, and reported they had been told they could submit a RAMP grant next year for the remaining portion of the courts that they could not fund this year. He reported had spoken with the developer as well and they had expressed they were willing to cut down to four courts, but they would need to rework the costs involved with that. The Council discussed these options. Councilmember Joe Paul thought it would be more expensive to break the project into two parts, so he preferred to resubmit a RAMP grant next year. Mayor Dandoy commented if they wanted to do that, they would need to start the application process for the grant as it took a while. City Manager Andrews cautioned resubmitting a grant did not guarantee any money. Mayor Dandoy thought they should use the money they had already been approved for to build a portion of the courts, and then they could expand later. Councilmember Wilson noted their budget was very tight and they needed to match that. Mayor Dandoy suggested it would be best for the Council to go with what they had now, and then they could chose to enhance the courts later. City Manager Andrews echoed that recommendation. Councilmember Wilson reiterated their budget was tight at the moment and said their tax increase had not covered everything, so they needed to be cautious. City Manager Andrews said they would bring this item back around for a final decision.

City Manager Andrews announced they had been going through a financial audit, and said that would be completed soon and a report of the audit would be included in the next City Council meeting.

City Manager Andrews reported the waterline in between Riverdale and Roy City had started to leak, so the State had the waterline shut down. He said for the time being, Roy City was allowing Riverdale to connect to Roy's water source so they were not without water, and he said they would have to either sign an interlocal agreement or find another solution.

Councilmember Wilson spoke about the public comment section, and reported she had received some emails from residents who would prefer to have a public comment section at the end of the meeting, rather than the beginning. She thought this was a good idea so people had a chance to respond to the things



discussed in the meeting. Mayor Dandoy agreed this was a good idea and would allow people to get more engaged with the meeting. He said he would work through this with City Manager Andrews and see what they could do.

Councilmember Sophie Paul noted she had not received any applications for Youth Council that year, but was thinking about sending out applications again at the start of the coming year. She expressed she was surprised at the lack of interest. The Council discussed they needed to get the word out about the Youth Council to raise awareness and interest. Councilmember Joe Paul said he would be willing to visit the schools and talk to students, and it was agreed this was a good idea to generate interest.

Mayor Dandoy spoke about the Bar D Wranglers coming into town, and asked if anyone had more information about that. It was discussed they would be in Roy on December ninth, and tickets could be purchased through the Roy City website. Mayor Dandoy also announced the Senior Dinner and Play was upcoming in South Ogden. He asked the Councilmembers to check their schedules and see if they could attend the event, and he discussed it would be great to have Roy Councilmembers represented there.

**J. Adjournment**

---

Robert Dandoy  
Mayor

Attest:

---

Brittany Fowers  
City Recorder

dc:

## **Roy City Council Agenda Worksheet**

**Roy City Council Meeting Date:**

December 6, 2022

**Agenda Item Number:**

Presentation #1

**Subject:**

Presentation of the Roy City Audit Report

**Prepared By:**

Matthew Andrews

**Background:**

Fiscal Year 2022 Annual Audit Report Presentation – Wiggins & Co.

**Recommendation (Information Only or Decision):**

Information

**Contact Person / Phone Number:**

Matthew Andrews

Amber Fowles

# **Roy City Council Agenda Worksheet**

**Roy City Council Meeting Date: December 6<sup>th</sup>, 2022**

**Agenda Item Number: Presentation #2**

**Subject: PulsePoint CPR in the community**

**Prepared By: Brandon Storey/Craig Golden**

## **Background:**

Weber County has gone live with a new technology App that broadcasts cardiac arrest events within the county or boundaries of areas that use it. It is called PulsePoint. The app is downloaded to users' phone and monitors in the background for cardiac arrests sent from Weber Dispatch.

## **Purpose:**

The purpose of this program is to improve the delay between cardiac arrest and lifesaving CPR. Users can download the app and if they are within a ¼ mile radius of the event, their phone will be alerted. At their discretion they can choose to respond and provide potential life saving treatment to increase the chance of survival of the victim. The American Heart Association has correlated increased time from incident to CPR as being detrimental to the victims' chances.

Additionally, through the fire station and building services we will be implementing an AED verification procedure within the city. A second APP PulsePoint AED, tracks all of the Registered AED devices in Roy City through Weber Dispatch. These AED's in order to be put on the Pulsepoint app, have to be verified. This process is simple and only requires the Fire Department take a picture of the location and verify it.

## **Cost:**

This program has been paid for generously by the local hospital systems, Weber State University, and private donors.

Every year there is a renewal fee of \$8,000. This is expected to be covered by the local hospitals and Weber State University. There is potential that if funding fell through, we could be responsible for a piece of that renewal fee, but it is highly unlikely.

Below are two links that explain these applications in simple detail.

<http://www.pulsepoint.org/pulsepoint-respond/>  
<http://www.pulsepoint.org/pulsepoint-aed/>

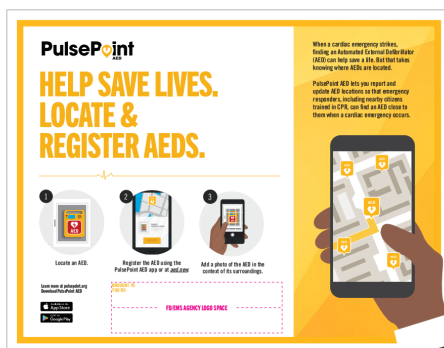
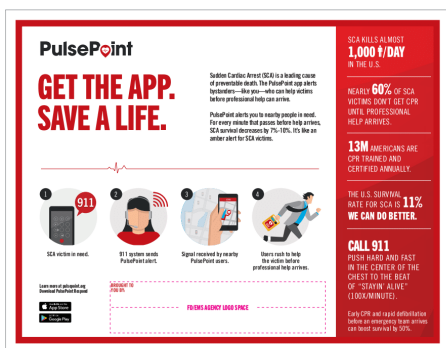
## **Recommendation (Information Only or Decision): Information Only**

It is recommended that we place a posting in the Roy City utility letter as well as the Roy Connection Magazine. The goal is to get as many residents, employees, first responders etc., signed up to be available to provide care.

We can provide this information in current means so there should not be any additional costs associated.

February is heart month and we hope to start rolling out additional community CPR classes to the residents of Roy. This will put in place more trained individuals in life saving CPR.

Contact Person / Phone Number: Craig Golden 801-774-1080; Brandon Storey 801-774-1080



## **Roy City Council Agenda Worksheet**

**Roy City Council Meeting Date:**

December 6, 2022

**Agenda Item Number:**

Action Item #1

**Subject:**

Community Development Block Grant

**Prepared By:**

Matthew Andrews

**Background:**

Community Development Block Grant (CDBG) requires a public hearing to qualify for their grant. This resolution will consider potential projects which have to be approved in order to apply for funding.

There are two proposed projects: 1- On 4700 South between 1900 West and approximately 2100 West. 2- The cul-de-sac off of 5200 South and 2100 West and 2150 West. The projects would redo curb, gutter, sidewalk, water, and storm drains of the proposed project areas.

**Recommendation (Information Only or Decision):**

Information

**Contact Person / Phone Number:**

Matthew Andrews

Brody Flint

## **Roy City Council Agenda Worksheet**

**Roy City Council Meeting Date:**

December 6, 2022

**Agenda Item Number: Action Item #2**

**Subject:**

Resolution adopting 2023 Roy City Council meeting dates

**Prepared By:**

Matthew Andrews

**Background:**

Roy City Council holds its regular City Council meetings on the first and third Tuesdays of each month commencing January 1, 2023. This resolution is to establish the 2023 Roy City Council meeting dates.

**Recommendation (Information Only or Decision):**

Decision by resolution

**Contact Person / Phone Number:**

Matthew Andrews

**RESOLUTION NO. 22-21**

**A RESOLUTION ESTABLISHING 2023 CITY COUNCIL MEETING DATES**

**BE IT HEREBY RESOLVED** that pursuant to Roy City Code 1-6-5(G)(6), and the Utah State Code 52-3-202(2), the Roy City Council will hold its regular Council Meetings in the Roy City Municipal Building on the first and third Tuesday of each month, commencing January 1, 2023, at 5:30 p.m., excluding holidays:

January 3  
February 7  
March 7  
April 4  
May 2  
June 6

August 1  
September 5  
October 3  
November 7  
December 5

January 17  
February 21  
March 21  
April 18  
May 16  
June 20  
July 18  
August 15  
September 19  
October 17  
November 21  
December 19

Passed this 6<sup>th</sup> day of December 2022.

---

Robert Dandoy  
Mayor

Attest:

---

Brittany Fowers  
City Recorder

Councilmember Wilson \_\_\_\_\_  
Councilmember Scadden \_\_\_\_\_  
Councilmember Sophie Paul \_\_\_\_\_  
Councilmember Jackson \_\_\_\_\_  
Councilmember Joe Paul \_\_\_\_\_

## **Roy City Council Agenda Worksheet December 6, 2022**

Prepared by Travis Flint

Subject: Proposed fee change for facility and bowery rentals at the Aquatic Center

Agenda Item Number: Action Item #3

Background: Expenses have increased in all areas, including T-Chlor, Acid, Power, Gas, and man-hours. For these reasons, it is critical to address a fee increase to accommodate these essential costs to maintain the Aquatic Center.

Recommendation (Information Only or Decision):

	<u>Current</u>	<u>Prop</u>
<u>Facility Rentals at the Aquatic Center</u>		
Resident Tuesday, Wednesday, and Thursday	\$650	\$1,000
Non-Resident Tuesday, Wednesday, and Thursday	\$700	\$1,200
Resident Friday and Saturday	\$950	\$1,000
Non-Resident Friday and Saturday	\$1,000	\$1,200
 <u>Bowery Rentals at the Aquatic Center</u>		
Resident Monday – Sunday	\$75	\$100
Non-Resident Monday – Sunday	\$80	\$125

To give perspective, the current amount the city loses when a facility rental at the Aquatic Center is held is about \$780, which includes chemicals, man-hours, and other expenses.

Contact Person/Phone Number: Travis Flint/801-928-3202



**RESOLUTION 22-22**

**AMENDING FEES FOR RENTALS OF THE BOWERY AND FACILITY AT THE ROY CITY AQUATIC CENTER.**

**WHEREAS**, as Roy City periodically reviews rental rates charged for rental of the bowery and entire facility at the Aquatic Center; and

**WHEREAS**, Roy City has determined that it is in the best interest to increase rates for the rental of the bowery and facility at the Aquatic Center; and

**WHEREAS**, Roy City has also determined that an adjustment in rates should be made for Roy City residents and non-Roy City residents; and

**NOW THEREFORE**, be it resolved that effective January 1, 2023, the rates for the rental of the bowery and entire facility at the Aquatic Center will be as follows:

	<b>Current:</b>	<b>New:</b>
<b><u>Facility Rentals at the Aquatic Center</u></b>		
<b>Resident</b> - Tuesday, Wednesday, and Thursday	\$650	\$1,000
<b>Non-Resident</b> - Tuesday, Wednesday, and Thursday	\$700	\$1,200
<b>Resident</b> - Friday and Saturday	\$950	\$1,000
<b>Non-Resident</b> - Friday and Saturday	\$1,000	\$1,200
<b><u>Bowery Rentals at the Aquatic Center</u></b>		
<b>Resident</b> - Monday through Sunday	\$75	\$100
<b>Non-Resident</b> – Monday through Sunday	\$80	\$125

---

Robert Dandoy  
Mayor

Attest:

---

Brittany Fowers  
City Recorder

Councilmember Jackson \_\_\_\_\_  
Councilmember Joe Paul \_\_\_\_\_  
Councilmember Scadden \_\_\_\_\_  
Councilmember Wilson \_\_\_\_\_  
Councilmember Sophie Paul \_\_\_\_\_

## **Roy City Council Agenda Worksheet**

**Roy City Council Meeting Date:**  
December 6, 2022

**Agenda Item Number: Action Item #4**

**Subject:**

An interlocal agreement between Utah Department of Transportation (UDOT) and Roy City Corporation for the Master Agreement (Project Third-Party Utilities)

**Prepared By:**

- Matthew Andrews

**Background:**

UDOT is preparing to award a Progressive Design-Build contract for the highway project on I15 and SR-97 (5600 South). UDOT has identified one or more Third-Party facilities (culinary water, sewer, and storm drain facilities) that conflict with the project, and it may be necessary to relocate or adjust the facilities.

This agreement details UDOT's processes. Agreement with additional details will be included in the Council packets.

**Recommendation (Information Only or Decision):**

- Information Only

**Contact Person / Phone Number:**

- Ross Oliver
- Matthew Andrews

**RESOLUTION 22-23**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN ROY CITY CORPORATION AND THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE 5600 SOUTH WIDENING PROJECT.**

**WHEREAS**, construction of the Utah Department of Transportation (“UDOT”) project for the widening of 5600 South is about to commence; and

**WHEREAS**, Roy City and UDOT desire to enter into an agreement that sets forth the terms and responsibilities of the respective parties; and

**WHEREAS**, the Roy City council has determined that entering into this agreement is in the best interest of the City of Roy; and

**NOW THEREFORE**, be it resolved by the Roy City Council that the agreement between Roy City and the Utah Department of Transportation which is attached hereto as “Exhibit A” and incorporated here and is hereby approved and the Mayor is authorized to execute the agreement effective this 6<sup>th</sup> day of December, 2022.

---

Robert Dandoy  
Mayor

Attest:

---

Brittany Fowers  
City Recorder

Councilmember Scadden \_\_\_\_\_  
Councilmember Sophie Paul \_\_\_\_\_  
Councilmember Jackson \_\_\_\_\_  
Councilmember Joe Paul \_\_\_\_\_  
Councilmember Wilson \_\_\_\_\_

**ROY CITY CORPORATION  
MASTER AGREEMENT  
(Project Third-Party Utilities)**

**THIS MASTER AGREEMENT (Project Third-Party Utilities)** (the "Agreement"), is made to be effective as of \_\_\_\_\_, 20\_\_, by and between the **Utah Department of Transportation**, an agency of the State of Utah ("UDOT"), and **Roy City Corporation**, a Municipality of the State of Utah, ("Third-Party"). Each may also be referred to as a party, ("Party") and together as parties, ("Parties").

**RECITALS**

**WHEREAS**, UDOT is preparing to award a Progressive Design-Build contract for the highway project identified as Project Number: S-R199(324), Project Name: I-15; SR-97 (5600 South) Widening of 5600 South in Weber County, Utah, ("Project"); and

**WHEREAS**, a progressive design-build contractor, ("Design-Builder") will complete the Project design and administer construction; and

**WHEREAS**, UDOT has identified one or more Third-Party facilities within the limits of the Project (the "Facility" or "Facilities"), and when conflicts with the Project are present, the Project may necessitate the relocation, protection, or adjustment of any or all of the Facilities, (the "Third-Party Work"); and

**WHEREAS**, the Facilities can be generally described as follows: culinary water, sewer and storm drain facilities; and

**WHEREAS**, the Third-Party desires for UDOT to design and perform the Third-Party Work on the Third-Party's Facilities as necessitated by the Project under the terms stated in this Agreement; and

**WHEREAS**, the Third-Party will perform the necessary design review and inspection to accommodate the Project; and

**WHEREAS**, for the purpose of expediting any required Third-Party Work and reimbursements in connection therewith (if any), the Parties are entering into this Agreement to set out the general terms and conditions for the Third-Party Work, with the understanding that future Supplemental Agreements to this Agreement will be entered into covering specific requirements for the Third-Party Work at specific Project locations, and a sample form of a Supplemental Agreement is attached hereto as Exhibit A and incorporated herein.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for the terms set forth below, which the Parties acknowledge to be good and sufficient consideration, the Parties agree as follows:

### **1. APPLICATION OF AGREEMENT AND PROJECT'S RESPONSIBILITY FOR COSTS**

This Agreement applies to Third Party Work, including: (i) Third-Party Work that UDOT performs on behalf of the Third-Party; (ii) Third-Party Work performed by the Third-Party which UDOT agrees to pay for; and (iii) betterments that relate to Third-Party Work if agreed to by UDOT and if the Third-Party pays for the betterment work (as further described in Section 10 below). The Parties must implement this Agreement for any such work by executing a Supplemental Agreement, and this Agreement is applicable to all of the work described in the Supplemental Agreement. All Supplemental Agreements executed by the Parties are hereby made a part of this Agreement by this reference. For all Supplemental Agreements, this Agreement shall continue to apply to each Supplemental Agreement unless a Party terminates the Supplemental Agreement. If the Parties do not enter any Supplemental Agreements to this Agreement, then this Agreement shall have no effect.

UDOT is responsible for a percentage of the cost to perform the Third-Party Work for Third-Party's Facilities when they are costs that comply with Utah Administrative Code R930-8 and Utah Code § 72-6-116(3)(a)(i), and relocation is necessary to accommodate the construction of a state highway project. If the Facilities include other types of improvements, costs shall be addressed in a Supplemental Agreement that governs such Facilities. This Agreement shall not alter any provision of state law.

### **2. CONTACT INFORMATION**

UDOT's Project Representative is Debra Serio, Third-Party and Railroad Lead, telephone number (801) 540-8761, e-mail [debra@dserio.com](mailto:debra@dserio.com).

UDOT's Resident Engineer is Trent Beck, telephone number (435) 327-1185, e-mail [tbeck@utah.gov](mailto:tbeck@utah.gov), or their designated representative, as assigned.

UDOT's Field Representative is Brandon Wilson, Third-Party Utility Quality Lead (TPUQL), telephone (385) 235-0800, e-mail [brandon@dserio.com](mailto:brandon@dserio.com).

Third-Party's contact person is Brandon Edwards, telephone number (801) 774-1090, and e-mail [bedwards@royutah.org](mailto:bedwards@royutah.org).

The Design-Builder contacts are Jacob Jensen, Design Utility Third-Party Lead, telephone (801) 300-2079, e-mail jacob.jensen@horrocks.com and Morgen Baldwin, Third-Parties Utility Construction Lead, telephone (385) 450-1656, e-mail mbaldwin@wwclyde.net. They are collectively referred to as the "Design-Builder Project Representative."

**3. AUTHORIZATION FOR DESIGN WORK**

In order to facilitate coordination and obtain technical information about the Third-Party's Facilities and requirements for inclusion in this Agreement and the Request for Proposals, UDOT provided a Design Authorization Letter to the Third-Party on June 08, 2022, which authorizes certain work as stated in the letter. The Third-Party hereby acknowledges its receipt of that letter and will coordinate in good faith with UDOT concerning any potential conflicts with the Project.

**4. SUBSURFACE UTILITY ENGINEERING**

UDOT has performed preliminary Subsurface Utility Engineering ("SUE") within the limits of the Project. Additional SUE work to determine the precise location of underground facilities at specific, critical locations on the Project will be reviewed with the Third-Party.

**5. PROJECT COORDINATION**

The Third-Party requested that UDOT include items of Third-Party Work for relocating and adjusting the Third-Party's Facilities when necessary in connection with the Project.

During the development of the Project design, the Third-Party and UDOT, along with its Design-Builder, shall consult as necessary in an effort to determine if conflicts with the Third-Party's Facilities can be avoided. The Parties shall also consult if additional conflicts are identified, and work to address those conflicts can be made subject to this Agreement by executing a Supplemental Agreement for them. If Third-Party Work for the Third-Party's Facilities is required by the Project, the Parties will implement this Agreement for each location by entering a Supplemental Agreement to identify each Party's responsibilities. The Third-Party will perform the necessary design reviews prior to the start of Third-Party Work. UDOT's Project Representative and Design-Builder will be responsible for coordinating with others if they have interests that relate to the Third-Party's Facilities.

**6. THIRD-PARTY REQUIREMENTS**

UDOT will comply with the following Third-Party requirements for any facilities:

- a. Required time for each activity after UDOT approved Project design has been provided to the Third-Party:

- i. Design review: The Third-Party will review, provide comments and/or approve design plans and betterment cost estimates, if applicable, within **2 weeks** from the time UDOT delivers the design plans to the Third-Party.
  - ii. Third-Party Agreement review and signature routing: 2-weeks and must be approved at Council meetings that take place the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month. Time will restart with each Third-Party Agreement revision.
- b. The Third-Party requires 48 hours' notice for any culinary water service interruptions and one week notice of any road closures affecting Third-Party rights of way.
- c. UDOT will supply as-constructed plans, in PDF and .dwg formats to the Third-Party, upon completion of any required Third-Party Work.

## 7. UDOT PROCESSES

The following is required for design and construction:

- a. UDOT will schedule and meet with the Third-Party to review the design and scheduling of the Third-Party Work for the Third-Party's Facilities at specific locations on the Project to ensure maximum lead time for advance order of materials and workforce scheduling.
- b. UDOT will design and construct the Third-Party Work in accordance with Third-Party's current standards, Roy City Corporation Public Works Standards and Roy City Standard Specifications dated August 2008, which are the standards that are regularly followed by the Third-Party in its own work and not considered a betterment. The Third-Party agrees that UDOT will rely on such standards for the duration of the Project. In the event of a conflict between UDOT and Third-Party standards, the higher standard will be applied.
- c. UDOT will secure permits required for Third-Party Work on their Facilities.
- d. UDOT will notify the Third-Party at least **2 business days** in advance of beginning any Third-Party Work covered by any Supplemental Agreements hereto, to allow the Third-Party time to schedule an inspector to be present during the Third-Party Work. Subsequent notification of when and where Third-Party Work will be performed will be given on a day-to-day basis.

## 8. RIGHT-OF-WAY

Any easements or replacement right-of-way required in conjunction with the Third-Party Work for Third-Party's Facilities will be acquired by UDOT in accordance with the requirements of Utah Administrative Code R930-8. If UDOT must access Third-Party property to perform or administer any Third-Party Work (or any related betterment work that UDOT agrees to), the Third-Party hereby consents to all such access.

9. **BETTERMENT WORK**

Third-Party desires to include the following betterment work into the Project: Construction of a new 10-inch water line from 1900 W. to 3500 W. except between 2500 W. and 2700 W.

UDOT, in its sole discretion, may agree to the betterment work if: (i) the difference in costs between the functionally equivalent required Third-Party Work and the Third-Party's desired betterment work that is not required by the Project is the sole cost of the Third-Party; (ii) the betterment work can be accommodated without delaying UDOT's Project; and (iii) the Parties provide for the betterment work in a Supplemental Agreement or in a separate Betterment Agreement. If the Parties enter a separate Betterment Agreement, the Parties agree that the terms of this Agreement shall also apply when not in direct conflict with the Betterment Agreement. UDOT may terminate betterment work that is included in a Supplemental Agreement, and may terminate a separate Betterment Agreement, if the Third-Party does not make payment as required, and at UDOT's convenience, such as if Project needs change. UDOT shall have no interest in, responsibility for, or liability of any kind in connection with any betterment work.

10. **SUPPLEMENTAL AGREEMENTS**

UDOT and the Third-Party shall enter into Supplemental Agreements to cover Third-Party Work at specific Project locations. Each Supplemental Agreement will include a description and location of the Third-Party Work to be performed, design drawings showing the original and proposed locations of the Third-Party's Facilities, Third-Party Work schedules, cost estimates from all Parties, participation shares for UDOT and the Third-Party (if any), and any other terms specific to the Third-Party Work. Cost estimates included in Supplemental Agreements do not account for increases due to unknown and unforeseen hardships or other contingencies in accomplishing the Third-Party Work and are subject to change.

All Supplemental Agreements are subject to the terms of this Agreement, and a Supplemental Agreement may only change a provision of this Agreement if it expressly cites such provision and states the change. Changes that are expressly stated in a Supplemental Agreement apply to that Supplemental Agreement only.

The Third-Party will review and approve any final Supplemental Agreement submitted to the Third-Party by UDOT within **2 weeks**.

In the event there are changes in the scope of the Third-Party Work covered by a Supplemental Agreement, a modification to the Supplemental Agreement approved in writing by the Parties is required prior to the start of Third-Party Work on the scope



changes. UDOT may terminate Supplemental Agreements by giving reasonably notice to the Third-Party if UDOT no longer needs such work, such as if Project needs or Project funding change.

**11. THIRD-PARTY TO NOTIFY UDOT**

The Third-Party's personnel shall notify UDOT's Field Representative upon arriving and leaving the Project site in order to verify that Third-Party has inspected the Third-Party Work. Third-Party's personnel will comply with all applicable OSHA and Project safety requirements while within the Project limits.

**12. INSPECTION**

The Third-Party shall provide on-call engineering support by the Third-Party engineer or appropriate representative for design review, schedule coordination, and perform the necessary inspection on the Third-Party's Facilities installed by UDOT, in order to correct or clarify issues while the Third-Party Work is being performed.

- a. The Third-Party engineer and/or inspector shall work with and through UDOT's Field Representative, and shall give no orders directly to UDOT's Design-Builder unless authorized in writing to do so by UDOT's Field Representative. UDOT will accomplish the Third-Party Work covered herein on Third-Party's Facilities in accordance with the plans and specifications provided and/or approved by the Third-Party, including changes or additions to the plans, which are approved by the Parties hereto.
- b. The Third-Party shall immediately notify UDOT's Field Representative of any deficiencies in the Third-Party Work on the Third-Party's Facilities. The Third-Party shall follow up with written detail to UDOT's Project Representative of its findings within 24-hours of making its initial notification.
- c. UDOT will respond to Third-Party's concerns within 24-hours of written notification.
- d. The Third-Party, through its inspection of the Third-Party Work, will provide UDOT's Field Representative with information covering any problems or concerns the Third-Party may have with acceptance of the facilities upon completion of the Third-Party Work.
- e. Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the Third-Party Work does not relieve the Third-Party of any duties in connection with the Third-Party Work or to ensure compliance with acceptable standards.

**13. DAILY RECORDKEEPING**

UDOT and the Third-Party will each keep daily records of onsite activities. The Third-Party's daily records will be completed on a form that has been preapproved by UDOT's Contracts, Compliance and Certification Manager. The daily records shall be signed by

UDOT's Field Representative or an authorized designee and by the Third-Party or its authorized designee. Copies of the daily records shall be retained by the Parties to this Agreement.

14. **REIMBURSEMENT**

UDOT will not reimburse the Third-Party for costs incurred by Third-Party personnel for design review, observation, inspection, operation of any Facilities, or any other work performed as part of their duties. Should it become necessary for the Third-Party to procure outside professional services to perform design review, observation, or inspection to accommodate the Third-Party Work and Project schedule, the Third-Party shall notify UDOT. Upon concurrence by UDOT, the Parties then must execute a Supplemental Agreement to agree to the cost of the services; after execution, and after receiving a notice to proceed from UDOT, the Third-Party may procure outside services through applicable procurement requirements.

15. **SUBMITTAL OF ITEMIZED BILLS**

The Third-Party shall submit itemized bills covering the actual costs incurred for outside services to perform design review, oversight, and inspection work that is covered by the terms of a Supplemental Agreement, and shall submit bills to:

UDOT Contracts and Compliance Specialist  
4501 South 2700 West  
Construction Office, Box 148220  
Salt Lake City, Utah 84114-8220

Itemized bills shall bear the Project and Supplemental Agreement numbers, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in the Supplemental Agreement, and shall be submitted to UDOT within **60 days** following completion of outside services by the Third-Party on the Project. Otherwise, previous payments to the Third-Party may be considered final, except as agreed to between the Parties in writing in advance.

UDOT will reimburse the Third-Party within **60 days** after receipt of the billings, but only for items complying fully with the provisions of Utah Administrative Code R930-8. Failure on the part of the Third-Party to submit final billings within **6 months** of the completion of outside services will result in UDOT's disallowance of that portion of outside services performed by the Third-Party.

16. **SALVAGED MATERIALS**

All materials from Third-Party's existing Facilities which are recovered by UDOT while

performing the Third-Party Work and which not reused on this Project shall become the property of the Design-Builder unless otherwise agreed to in advance by the Parties hereto.

**17. RIGHT TO AUDIT**

UDOT and the Federal Highway Administration shall have the right to audit all cost records and accounts of the Third-Party pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. § 645, subpart A (or other applicable provision). Should this audit disclose that the Third-Party has been underpaid, the Third-Party will be reimbursed by UDOT within **60 days** upon submission of additional billing to cover the underpayment. Should this audit disclose that the Third-Party has been overpaid, the Third-Party will reimburse UDOT within **60 days** of notification of audit findings in the amount of the overpayment. For purpose of audit the Third-Party is required to keep and maintain its records of outsides services covered herein for a minimum of 3 years after final payment is received by the Third-Party from UDOT.

**18. ACCEPTANCE AND MAINTENANCE**

UDOT will provide notification to the Third-Party to obtain an acceptance for Third-Party Work upon any completion of the final inspection for such work, and the notice will identify the portion of the Facilities that are subject to final acceptance. Upon receipt of any notice, Third-Party will have **60 days** to respond in writing to UDOT's Resident Engineer with any additional comments regarding the identified Third-Party Work. After 60 days the Third-Party is deemed to have accepted the identified Third-Party Work unless the Parties agree otherwise in writing. Upon UDOT's completion of the Third-Party Work identified in a notice, the Third-Party will solely own and maintain such Facilities unless otherwise agreed to by the Parties in writing.

Acceptance means that except as otherwise agreed in a writing signed by authorized representatives of both parties, the Third-Party accepts the Third-Party Work in its "as-is" condition without conditions or reservations, and the Third-Party waives and releases all claims against UDOT and its employees, agents, contractors, and consultants for any and all losses of every kind (including claims, liabilities, liens and damages), whether known or unknown, and whether or not involving negligence. This includes, but is not limited to, releasing UDOT from any responsibility or liability that may result from its new Facilities or the operation thereof (except to the extent prohibited by law). However, the foregoing release shall not apply to matters that are covered by a warranty provided by a contractor. All contractor warranties shall apply as written to obligate the contractor to remedy the warranted work.

**19. ACCESS**

Access for maintenance and servicing of Third-Party's Facilities located on the right-of-

way of the Project will be allowed only by permit issued by UDOT to the Third-Party, and the Third-Party will obtain the permit and abide by the conditions thereof (for policing and other controls) in conformance with Utah Administrative Code R930-7. If access during the Project is needed, the Third-Party shall coordinate access with UDOT.

## 20. INDEMNIFICATION

Each Party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, but not attorneys' fees, for injury or damage of any kind, arising out of its own negligent acts, errors or omissions and those of its officers, authorized agents, and employees in the performance of this Agreement (which includes any Supplemental Agreements), but subject to the following limitations. UDOT is a governmental entity that is subject to the Utah Governmental Immunity Act, and if the Third Party is also a governmental entity within the coverage of that Act, the Third Party is also subject to that Act. Nothing in this paragraph is intended to create additional rights to third parties, or to waive any of the provisions of the Governmental Immunity Act, or to prevent a Party from tendering a claim to its authorized agents, contractors, or others. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided a Party is a governmental entity that is within the coverage of that Act and the Act applies to the action or omission giving rise to the protections described in this paragraph. UDOT shall have no interest in, responsibility for, or liability of any kind in connection with any betterment work. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

## 21. MISCELLANEOUS

The following terms apply to this Agreement:

- a. Any Party may give a written notice under this Agreement by delivering it to the following physical addresses (an e-mail may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

<b>To UDOT:</b>  UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: Lincoln Port, UDOT Region 1 Utility and Railroad Leader	<b>To Third-Party:</b>  Roy City Corporation 5460 South 2700 West Roy, Utah 84067
--	---

Phone: (801) 620-1660 Email: lport@utah.gov	
--	--

- b. The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- c. UDOT's action or inaction when providing a consent, review, acceptance, approval or taking other action hereunder for any conditions, inspections, plans, specifications, or work, is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same. Any consent, review, acceptance, approval or other action must be taken or given by UDOT's authorized employee or representative.
- d. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving. Neither Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement shall be construed to enforce its provisions to the fullest extent allowed under applicable law to give effect to the intent of the Parties, whether or not any provision of this Agreement is invalidated. All Parties negotiated this Agreement and are collectively considered its drafter. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet in good faith in an effort to resolve it. All rights and remedies in this Agreement are cumulative and nonexclusive and do not limit any other rights and remedies of the Parties. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. The indemnity provision herein and other terms that by their nature are intended to survive this Agreement's termination shall survive. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each Party warrants that its authorized representative has signed this Agreement with authority to bind such Party, which also binds its successors and assigns. Each Party further warrants

that all signatures necessary to make this Agreement binding against the Party have been included below, and that this Agreement's terms do not violate other contracts and commitments of the Party. This Agreement may be signed in counterparts and signed electronically.

---

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

**Attest**

**Roy City Corporation**

\_\_\_\_\_  
**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

(IMPRESS SEAL)

**Recommended For Approval:**

**Utah Department of Transportation**

\_\_\_\_\_  
**Title:** Utility and Railroad Leader

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Title:** Project Director

**Date:** \_\_\_\_\_

Approved as to Form

Comptroller Office

\_\_\_\_\_  
**Title:** Assistant Attorney General

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Title:** Contract Administrator

**Date:** \_\_\_\_\_



## EXHIBIT A

### ROY CITY CORPORATION SUPPLEMENTAL AGREEMENT NO. \_\_\_\_

#### *Supplement to Master Agreement UDOT Finance No. \_\_\_\_\_*

**THIS SUPPLEMENTAL AGREEMENT** is made to be effective as of the following date, \_\_\_\_\_, by and between the **Utah Department of Transportation**, ("UDOT"), and **Roy City**, a Municipality of the State of Utah (the "Third-Party"). Each may also be referred to as a party, ("Party") and together as parties, ("Parties"). The Parties agree as follows for the Third-Party Work identified in this Supplemental Agreement:

1. The Parties hereto entered into a Master Agreement (Project Third-Party Utilities) dated \_\_\_\_\_, UDOT Finance No. \_\_\_\_\_ (the "MA"). This Supplemental Agreement is hereby made a part of the MA, and the MA applies to and governs this Supplemental Agreement except as expressly stated in Section 3 below. Among other things, the capitalized defined terms in the MA apply to this Supplemental Agreement as well. This Supplemental Agreement applies only to the Third-Party work described herein. All of the provisions of the MA remain in full force and effect, except as expressly modified for this Supplemental Agreement only in Section 3 below.
2. The MA is hereby modified **for this Supplemental Agreement only** as expressly stated below:
  - a. Not Applicable
3. The Third-Party will perform the following described Third-Party Work in accordance with the terms and conditions of the MA and this Supplemental Agreement:
  - a. Not Applicable – no work by Third-Party
4. UDOT will perform the following described Third-Party Work in accordance with the terms and conditions of the MA and this Supplemental Agreement.
  - a. Plan sheets depicting the Third-Party Work to be performed by UDOT are shown in Exhibit "A," which is attached hereto and incorporated herein by this reference, and the work is generally described as:
  - b. The Third-Party Work will be completed between x and x. A schedule for the Third-Party Work is shown in Exhibit "B," which is attached hereto and incorporated



herein by this reference.

- c. Total estimated cost of Third-Party Work is shown in Exhibit "C," which is attached hereto and incorporated herein by this reference.
5. Third-Party As-Built Survey Responsibility: It is the responsibility of the installing Party to collect survey data as required by R930-7-11(6) GPS Requirements.
6. Betterments. If UDOT agrees that betterments can be part of the Third-Party Work, the Parties may enter a separate Betterment Agreement to govern the betterments, or the betterment work shall be as stated below.
  - a. Plan sheets depicting the betterment work are shown in Exhibit "D," which is attached hereto and incorporated herein by this reference, and the work is generally described as:
  - b. The betterment work will be completed as shown on the schedule at Exhibit "B."
  - c. Total estimated cost of the betterment work is included as a part of Exhibit "C" and is included in the cost estimate summary in section 8 below. The Third-Party agrees that 100% of all betterment costs shall be paid by the Third-Party. The Third-Party must pay UDOT the full amount of the estimated cost of all betterments at the time of signing this Supplemental Agreement. From time to time, UDOT may request additional payments for estimated betterment costs. UDOT may refuse to perform, or refuse to continue to perform, betterment work until all requested payments are made. Upon completion of the betterment work, UDOT will either return any overpayment made by the Third-Party, or will send an invoice showing the amount still due from the Third-Party for betterment work. The Third-Party agrees to make payment within 30 days after receiving any invoice from UDOT. UDOT shall have no interest in, responsibility for, or liability of any kind in connection with any betterment upon completion of applicable warranty period.

7. Cost Estimate Summary for this Supplemental Agreement:

**TOTAL ESTIMATED COST OF SUPPLEMENTAL AGREEMENT**

**\$0.00**

Estimated Cost Breakdown:

TOTAL ESTIMATED COST OF THIRD-PARTY-PERFORMED WORK	\$0.00
TOTAL ESTIMATED COST OF ANY THIRD-PARTY BETTERMENT WORK*	\$0.00
TOTAL ESTIMATED COST OF UDOT-PERFORMED THIRD-PARTY WORK	\$0.00
<b>COMBINED TOTAL ESTIMATED COST OF THIRD-PARTY WORK</b>	<b>\$0.00</b>
TOTAL ESTIMATED AMOUNT OF THIRD-PARTY PARTICIPATION @ xx%	\$0.00
TOTAL ESTIMATED AMOUNT OF UDOT PARTICIPATION @ xx%	\$0.00

\* If betterments are not included in this Supplemental Agreement, the estimated cost is zero.

8. Notification and contact information for this Supplemental Agreement:

- a. UDOT will notify the Third-Party's contact person, Brandon Edwards, telephone number (801) 774-1047, and e-mail bedwards@royutah.org at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein.
  - b. Third-Party will notify UDOT's Resident Engineer, Trent Beck, telephone number (435) 372-1185, e-mail tbeck@utah.gov, or UDOT's Field Representative at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein.
-

**IN WITNESS WHEREOF**, the Parties hereto have executed this Supplemental Agreement (which is part of the MA) to be effective as of the date first written above, and each Party has executed this Supplemental Agreement below by an individual who is authorized to sign on its behalf to create a binding agreement.

**Attest**

**Roy City Corporation**

\_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

.....

**Recommended For Approval:**

**Utah Department of Transportation**

\_\_\_\_\_  
**Title:** Utility and Railroad Leader

\_\_\_\_\_  
**Title:** Project Director

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Comptroller's Office**

\_\_\_\_\_  
**Title:** Contract Administrator

**Date:** \_\_\_\_\_

## **EXHIBIT A**

### **UDOT PLAN SHEETS**

## **EXHIBIT B SCHEDULE**

## **EXHIBIT C**

### **ESTIMATED COSTS**

## **EXHIBIT D BETTERMENT WORK**

**If this Supplemental Agreement does not include any  
betterment work, this exhibit will not contain any  
attachments.**

## Roy City Council Agenda Worksheet

**Roy City Council Meeting Date:**  
December 6, 2022

**Agenda Item Number: Discussion Item #1**

**Subject:**  
Discussion item: Fleet rotation program

**Prepared By:**  
Matthew Andrews

**Background:**  
Follow-up discussion on the fleet rotation program with city owned vehicles. Information from the past three years is as follows:

**SOLD  
FY20**

S-39	2019	FORD	1FTEW1E48KKD456 31	526217E X	Original Price: \$42,304.00	** Sold to Kapp Auto for \$43,000
S-2	2019	FORD	1FTEW1E47LLC4283 2	F095NE	Original Price: \$45,351.99	**Sold to Shift Auto for \$43,000
R-4	2018	CHEV/ K10	3GUKSECOJG11163 8	F418BW	Original Price: \$39,469.00	**Traded this one in for the Tundra, got \$38,000

**SOLD  
FY 22**

ADMIN -1	2020	FORD/F15 0	1FTEW1E46LFC3353 4	U552EJ	Original Price: \$42,817.00	** Sold for \$49,000 to Kyle Curtis
-------------	------	---------------	-----------------------	--------	--------------------------------	--

**SOLD  
FY 23**

R-4	2021	TOYO/ TUNDRA	5TFDY5F12MX9564 55	G200CB	Original Price: \$36,764.00	**Sold for \$43,000 to Performance Auto
-----	------	-----------------	-----------------------	--------	--------------------------------	--

We have been unable to sell additional vehicles due to the inability to receive additional fleet vehicles. Vehicles ordered recently have either been cancelled or we are awaiting a delivery date (severely delayed).

**Recommendation (Information Only or Decision):**  
Information Follow-up

**Contact Person / Phone Number:**  
Matthew Andrews



## **Roy City Council Agenda Worksheet**

**Roy City Council Meeting Date:** 6 Dec 2022

**Agenda Item Number:** Discussion Item #2

**Subject:** Status of the Roy Complex Boiler Request for Proposal (RFP)

**Prepared By:** Bob Dandoy

**Background:**

- Since May 2022, Roy City has been working to address the swimming pool boiler failure in the Roy Complex.
- Partial funding has been appropriated by the Council, a fundraising effort has been established, and requests for local foundations support has been established.
- A contractor was hired to design the new boiler. Once the boiler design was complete, Weber County need to sign off on the design.
- The next key step will be releasing the boiler RFP so that the city can better assess the costs, delivery dates, and projected installation.
- Where are we today in being ready to release the Boiler RFP which would include build and install?

**Recommendation (Information Only or Decision):**

- Information Only

**Contact Person / Phone Number:** Ross Oliver

**Roy City Council Meeting Agenda Worksheet**  
**December 06, 2022**

Prepared By Travis Flint

Subject: Pickleball Court Update

Agenda Item Number: Discussion Item #3

Background: In a previously held council meeting, we discussed funding to complete the pickleball courts at George Wahlen Park. Since it was decided that we did not have enough funding to complete the project as originally designed, we will give new cost estimates pertaining to the updated scope of the project.

Recommendation (Information Only or Decision): TBD

Contact Person/Phone Number: Travis Flint/801-928-3202

## **Roy City Council Agenda Worksheet**

**Roy City Council Meeting Date:** 6 Dec 2022

**Agenda Item Number: Discussion Item #4**

**Subject:** Status Update on Bridge Elementary School RED Curb Marking Request

**Prepared By:** Bob Dandoy

**Background:**

- In the 1 Nov 2022 City Council meeting we had a DISCUSSION ITEM to address an email request for the city to mark the curb RED on Midland Drive directly west of Bridge Elementary school. The proposed purpose was to help control vehicle parking as people dropped off / picked up children who were attending the school.
- It was suggested that the Bridge Elementary Principle submit a formal request IAW city policy. The request was received, and Chief Gwynn and Ross Oliver were asked to assess the request and provide the school Principal their recommendation / action.

**Recommendation (Information Only or Decision):**

- Information Only

**Contact Person / Phone Number:** Matt Andrews

## **Roy City Council Agenda Worksheet**

**City Council Meeting Date:** 6 Dec 2022

**Agenda Item Number:** Discussion Item #5

**Subject:** Proposed Change to Roy City Ordinance Title 6 – Motor Vehicle and Traffic

**Prepared By:** Bob Dandoy

### **Background:**

During the 1 Nov 2022 City Council meeting, Officer Kearl proposed that the City Council consider directing staff to draft up changes to the current Municipal Code Title 6 – Motor Vehicle and Traffic as outlined in the attached paper.

### **Justification:**

Current city Ordinance lacks clarity in outlining authority for Roy City Police Officers to continue managing arising issues.

- Officers can proactively assist in removal of traffic hazards and visual obstructions.
  - Traffic accidents involving trailers stored/parked on the roadway
- Residential pedestrian safety will be inherently increased.
- Roy City Police Officers can provide uniformity in the application of law.
- Major benefit - Aesthetic and safety appeal!
  - This will minimize complaints from residents concerning the aesthetics and safety of our inter-city roadways.

### **Recommendation (Information Only or Decision):**

Council approves and direct city staff to draft changes to the City Code as outlined in the attachment or adjustments as needed. Once complete, provide an Ordinance that reflect changes to the City Council for final determination.

**Contact Person / Phone Number:** Roy Police Officer Travis Kearl / XXXX

## **Current Roy City Municipal Code**

### Title 6 – Motor Vehicles and Traffic

#### **6-2-1: NUISANCE DECLARED; ABATEMENT BY IMPOUNDMENT**

- A. The following, together with or in addition to any other vehicles parked in violation of any ordinance of the city or laws of the state, are hereby declared to be nuisances:
- 3. Any vehicle that has a listed gross weight of twenty-one thousand (21,000) pounds or more;
  - 4. Any vehicle that has a total length of thirty feet (30') or more, including any attached trailer, except that such vehicle may stop temporarily to load or unload;
  - 6. Any vehicle parks on a public street in front of or within five feet (5') of a driveway or driveway approach;
  - 10. Any vehicle left parked in the same place on any street or alley continuously for forty-eight (48) hours;

## **Proposed Changes to Title 6**

Update the Definition of “**Vehicle**” in Roy City Municipal Code to:

- ... “or, a trailer designed to be towed behind a motor vehicle no matter it’s length, width, purpose, use or GVWR.”
- This would include, but is not limited to, ATV trailers, camping trailers, mobile home trailers, utility trailers, etc.

**Residential Areas:** It shall be unlawful to park, place, store, or otherwise leave any trailer upon any street in a residential area for a period of time longer than twenty four (24) hours. Such vehicle shall be considered to be in violation of this section. After official notice to move the trailer is made, the trailer must be removed from all streets within the city. \*\*\* (This prevents block hopping)

**Residential Area - Loading and Unloading:** No person shall park, or allow to remain standing, any trailer upon any street, part of a street or roadway in any residential area of the city except while actually loading or unloading. In no event shall it remain parked for purposes of loading or unloading in excess of eight (8) hours.

**Time Limitation:** For purposes of this section, any trailer shall be deemed parked if the vehicle is left standing for any period in excess of ten (10) minutes when the same is not attended by the person or persons actively engaged in loading or unloading the trailer.

**Intersections:** It shall be unlawful to stop, stand or park any trailer within thirty feet (30') of an intersection.