



ROY CITY COUNCIL MEETING AGENDA

JANUARY 3, 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. December 6, 2022, City Council Meeting Minutes
2. Request for approval of an alcoholic beverage license – Exxon, 4395 S 1900 W.

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 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. Your information will be forwarded to all council members and a response will be provided.

F. Presentation

1. Proposed 3 Gate Trail – Wasatch Front Regional Council/Mayor Dandoy

G. Action Items

1. Approval of Councilmember Committee and Liaison Assignments
2. Oath of Office – Roy City Fire Department, Deputy Chief Mike King
3. Consideration of Resolution 23-1, a resolution approving an Interlocal Agreement for Board & Seal-Hazmat Services.
4. Consideration of Resolution 23-2, a resolution approving an agreement between Roy City Corporation and Leon Poulson Construction for the 2023 Waterline Replacement Project.

H. Discussion Items

1. Proposed change to Roy City Ord. Title 6 – Motor Vehicle and Traffic
2. RAMP Grant Application – Concert in the Park
3. Status of the Updated General Plan and Moderate-Income Housing Report
4. Status of the 16 homes in Riverdale currently receiving Roy Culinary Water

5. Cell Phone use during open public meetings

I. City Manager & Council Report

J. Adjournment

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

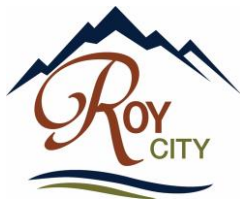
Pursuant to Section 52-4-7.8 (1)(e) and (3)(B)(ii) "Electronic Meetings" of the Open and Public Meetings Law, Any Councilmember may participate in the meeting via teleconference, and such electronic means will provide the public body the ability to communicate via the teleconference.

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 30th day of December 2022. A copy was also posted on the Roy City Website and Utah Public Notice Website on the 30th day of December 2022.

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

Brittany Fowers
City Recorder



ROY CITY
Roy City Council Meeting Minutes
December 6, 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 December 6, 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:

Councilmember Jackson
Councilmember Joe Paul
Councilmember Scadden
Councilmember Wilson
Councilmember Sophie Paul

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

Excused: Mayor Dandoy

Also present were: Assistant City Manager/C.E.D, Brody Flint; Management Services Director, Amber Fowles; Police Capitan, Danny Hammon; Fire Chief, Craig Golden; Parks and Recreation Director, Travis Flint; Kevin Homer, Glenda Moore, Scott Wadman, Tim Higgs, Dennis Brown, Richard Jensen, Darrin Albright, Leon Wilson, Kenneth Palmer, Jan Wylie, Jeremy Brighton, David Brown, Michael Ghan, Wallace Rogers, Travis Kearl, Jared Smith.

A. Welcome & Roll Call

City Manager welcomed those in attendance and noted that Mayor Dandoy was not present, therefore Council would need to elect Mayor Pro-tem. Councilmember Jackson motioned for Councilmember Joe Paul to be Mayor Pro-tem, Councilmember Scadden seconded the motion. All Councilmembers voted “Aye” and motion carried.

B. Moment of Silence

Mayor Pro-tem Joe Paul invited the audience to observe a moment of silence.

C. Pledge of Allegiance

Mayor Pro-tem Joe Paul lead 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. Approval of the October 4, 2022, Roy City Council Meeting Minutes and November 1, 2022, Roy City Council Meeting Minutes.

Councilmember Wilson motioned to approve the Consent Items with changes to minutes. Councilmember Jackson seconded the motion. All Councilmembers voted “Aye”. The motion carried.

E. Public Comments

Mayor Pro-tem Joe Paul opened floor for public comments.

Kevin Homer of 5398 S 4000 W Roy commented on discussion item number five about parking ordinances and stated there were a couple of parts of it that were appropriate. Mr. Homer applauded the proposal, but also expressed concerns regarding the lack of enforcement of the current ordinance because the proposed ordinance was significantly more intrusive and harder to enforce. He was also concerned because there was no time frame specified about the removal of problem vehicles, and suggested a long-term parking permit for trailers. Mr. Homer thought they should try to enforce the laws they currently had to see if that would be adequate.

Leon Wilson at 4302 S 2675 W Roy commented on the parking, and said he had heard some discussion from individuals concerned about trailers parking on the street. He said this had been an issue for a long time but he had seen no data from the people with concerns, so he would like to see a committee put together to compile some sort of data.

Dennis Brown, 2119 W 6000 S Roy, stated he had forgotten his hearing aid so he had not heard anything that had been said so far and hoped he did not repeat anything. He thanked the City Council and the City Manager for changing the signage at 600 South. He then stated he had put a Facebook post out about the parking ordinance and had received three comments so far that all suggested keeping the old ordinance. Mr. Brown said he did not like government telling them what they could and could not do, and expressed he was very conservative and said leaving a camper trailer parked for a day or two should not be a problem because sometimes it took people a day or two to unpack after a long trip and thought they should get some leeway. He did not think they should burden the police officers with tasks like ticketing vehicles when they could be doing more important things.

Tim Higgs said he lived at 5381 S 3400 W Roy, and commented on the parking as well. He agreed that 24 to 48 hours was too tight and thought that a week may be more appropriate. He commented he had an RV and it took him a day or two to unload after trips. Mr. Higgs commented there should be other issues addressed when discussing parking because he had had trouble with people parking in front of his mailbox which prevented him from getting mail. He said there was nothing in the ordinance regarding parking in front of mailboxes, but it talked about all sorts of other parking restrictions. Mr. Higgs commented he was opposed to HOAs and the government dictating what they could and could not do. He also discussed he had a neighbor who had kept a broke down truck in his driveway for a year and they had used the bed as a trash collector, and he pointed out there was not anything in the ordinance about keeping vehicles in repair that were deteriorating and suggested mentioning that in the ordinance as well.

Jeremy Brighton of 4745 S 3600 W Roy stated he was concerned that the proposed changes to the parking ordinance were an overcorrection to the issue. He agreed there were a lot of trailers parked in the streets and thought that was an issue, but he thought if they did more about enforcing the current ordinance that that would correct the issue without requiring a change in the code. Mr. Brighton thought the manpower necessary to enforce this new code was disproportionate to the issue and it was going to require officers to sit and monitor vehicles on the street and his biggest issue was once a vehicle had been ticketed it was no longer allowed to be parked on the street but there was no time period for this. He said he was building a house in Syracuse and his neighbor had called in one of his vehicles sitting there and he was no longer allowed to park his work vehicle on the street even while he is working and this concerned him and thought this ordinance was pushing too far. Mr. Brighton understood the concerns that led to this, but he thought there was a better method and worried that this was a way which made it easier for neighbors to harass each other.

Mayor Pro-tem Joe Paul closed the floor for public comments.

Mayor Pro-tem Joe Paul discussed the need to adjust a single agenda item. Due to time constraints, it was necessary to move Action Item 4. Consideration of Resolution 22-23; A resolution approving an agreement between Roy City and the Utah Department of Transportation ahead of presentations.

Rachel Blackburn, consultant for UDOT, presented the Resolution and stated she was on a program management team for the 5600 S project. She stated UDOT was considering a progressive design build for the project, and they were bringing a contractor on early in the project which allowed them to get the project going much quicker than if they were to put the project out with another method of contracting. Ms. Blackburn stated UDOT recognized that they did not have a contract with Roy City, so UDOT would like to enter into a Master Agreement with the City. She commented there would be supplemental agreements as well that would outline each utility relocation that would occur with the project, and the Master Agreement would umbrella the entire project.

Mayor Pro-tem Paul asked if they had received this information. City Manager Andrews replied they had, and added that City Attorney Blackburn had reviewed it as well as the engineers and they were all okay with it.

Councilmember Scadden motioned to approve Resolution 22-23; A resolution approving an agreement between Roy City and the Utah Department of Transportation. Councilmember Jackson seconded the motion. A roll call vote was taken. All Councilmembers voted “Aye” and the motion carried.

F. Presentations

1. Fiscal Year 2022 Audit Report – Scott Wadman from Wiggins & Co.

Mr. Wadman said he appreciated the City for having them do their audit again this year and presented the report. He referred to page 14 which contained the report and said they had reported any issues they may have found during the audit as findings which was on page 136-137. Mr. Wadman said they had found an issue in regards to two vehicles purchased in 2022 which would not be received until 2023 in June, and he said this technically meant they needed to be reported as being purchased in 2023 and not 2022. He noted there was one other issue regarding reporting new employees, since the City was required to report them to the retirement system even if they were not eligible as part-time employees.

Mr. Wadman said the audit went well overall and asked if there were any questions. There were none.

2. PulsePoint CPR in the Community – Chief Golden

Fire Chief Golden provided a presentation and announced they were beginning a program in Weber County for CPR. He explained there was an app that being funded through a private company which would be able to reach out to citizen responders who were certified in CPR through a central dispatch.

Fire Chief Golden stated that cardiac arrest killed approximately 1,000 people per day in the United States and 60% of those cases did not receive CPR until a professional first responder arrived at the scene, meaning that someone could go 7-10 minutes without CPR. He said every minute that passed without CPR reduced their chance of surviving by 10%, so time was crucial. He then stated the survival rate without CPR was 11%, but with this process they would be able to reduce the rate of people who went without CPR. He reported 45% of cardiac arrest patients survived when CPR was quickly performed and of that 45%, 50% of those cases had received CPR from someone other than a first responder on the scene.

Fire Chief Golden explained how the app would work and said when a call came into dispatch, responders would get the notification as well as those with the app in the area, and then people near the scene of the incident would be notified if there was an off-duty professional near them. He said CPR was now a hands-free system that no longer required mouth to mouth, and that it would take a team five to seven minutes from the time of a call to arrive on a scene unless they were already out on a call. He added the national average response time was nine minutes, which was why this app was necessary.

Mayor Pro-tem Paul clarified that notifications would only go out if the incident occurred in a public place. Fire Chief Golden confirmed that was correct, because they did not want people entering others' homes. He said their hope was to increase the survival rate and asked if there were any questions.

Councilmember Wilson asked if the app alerted victims of the incident that help was near. Fire Chief Golden replied dispatch would alert whoever called 911 that the first responders were en route and also that someone who knew CPR was also on their way, and the 911 dispatcher would facilitate the process.

Councilmember Sophie Paul asked if a person received a notification and was willing to respond, did they need to respond through the app. Fire Chief Golden replied they did.

Mayor Pro-tem Paul asked what kind of protection citizens would have should they engage and if they would be covered under Good Samaritan Laws. Fire Chief Golden replied they would absolutely be covered under Good Samaritan Laws and it would not be mandatory for them to act. Mayor Pro-tem Paul asked if the City or County was actively doing something to get people certified in CPR. Fire Chief Golden replied that every department was trying to do certification once a month, and in Roy they were looking to do it twice a month on specific dates. Mayor Pro-tem Paul thought that once people knew that mouth to mouth was no longer required then they would be more likely to participate.

Mayor Pro-tem Paul thought this was a great program. Fire Chief Golden commented the addition to this was the AED part, and said that places with AEDs would be registered so that people knew there was one available if necessary.

Councilmember Wilson asked if the app was free. Fire Chief Golden replied it was a free app. Councilmember Wilson asked if the app would be required for first responders. Fire Chief Golden replied it was the same app they would already use for work, and if they wanted to use the additional feature they could.

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

City Manager Matt Andrews outlined this was a grant they did on an ongoing basis, and said the requirements were to hold a Public Hearing and get approval from the Council for the projects they wanted to work on. He stated there were two project areas, one on 4700 S between 1900 W and 2100 W, and the other was a cul-de-sac off of 52 Highway on 2100 W 2150 W. He explained essentially, the grants would cover a portion of redoing the sidewalk and storm drains in that area.

City Manager Andrews stated this was step one of that process and step two was to move on to finish the grant application for these projects and see how much they were awarded.

Mayor Pro-tem Joe Paul opened the discussion for the CDBG program and stated that the purpose of the public hearing was to provide citizens with pertinent information about the Community Development Block Grant program and to allow for discussion of possible applications for the 2023 funding cycle. It was explained that the grant money must be spent on projects benefiting primarily low and moderate-income persons.

The Wasatch Front Regional Council in which Roy City is a member is expecting to receive approximately {Amount AOG representative indicated region could expect to receive} in this new program year. All eligible activities that can be accomplished under this program are identified in the CDBG Application Policies and Procedures Manual and interested persons can review it at any time.

Mayor Pro-tem Joe Paul read several of the eligible activities listed, including the construction of public works and facilities such as water and sewer lines or fire stations, the acquisition of real property, or the provision of public services such as food banks or homeless shelters.

Mayor Pro-tem Joe Paul indicated that in the past Roy City has received two (2) grants and the first was to help build the Hope Center, which provides a space for Seniors as well as the Boys & Girls Club and the second was to replace water & sewer line, curb, gutter, add sidewalk and street. The city has handed out its capital investment plan as part of the regional "Consolidated Plan". This list shows which projects the city has identified as being needed in the community.

It was asked that anyone with questions, comments or suggestions during the hearing please identify themselves by name, and address before they speak. The city recorder will include your names in the minutes, and we would like to specifically respond to your questions and suggestions during the hearing.

Mayor Pro-tem Joe Paul asked for a motion to enter public hearing. Councilmember Wilson motioned to enter public hearing; Councilmember Sophie Paul seconded the motion. All Councilmembers voted "Aye". The motion carried.

Kevin Homer of 5398 S 4000 W Roy stated he thought these were worthy projects, but he did not like that the CDBG programs originated at the federal level because he felt it was nothing but debt spending and he would prefer if these programs were funded locally using bonds.

Mayor Pro-tem Joe Paul asked for a motion to exit public hearing. Councilmember Sophie Paul motioned to exit public hearing; Councilmember Jackson seconded the motion. All Councilmembers voted "Aye" The motion carried, and Mayor Pro-tem Joe Paul closed the floor for public comments.

Councilmember Jackson asked how the percentage awarded was determined. City Manager Andrews replied he had never seen a project funded 100%, only a portion would be funded, and he clarified there was no match. Councilmember Jackson asked if the project could be altered based on the amount that was rewarded. City Manager Andrews replied it could not be changed after money was awarded. Councilmember Jackson asked what the time frame would be for the availability of the awarded amount and City Manager Andrews replied July first.

City Manger Andrews stated this was the first step and explained these two projects needed to be approved by the Council before they could even ask for funds, and then they would see how much they would be awarded and a plan would be made from there, and he reiterated they needed approval for the two areas before they could even apply for a grant.

Councilmember Scadden motioned to approve the two proposed project areas. Councilmember Wilson seconded. A roll call vote was taken, all members voted "Aye" and the motion carried.

2. Consideration of Resolution 22-21; A resolution establishing meeting dates for 2023

City Manager Andrews said they needed to decide dates for when Public Hearings would be held for the 2023 calendar year. He stated they intended to continue to do the first Tuesday and the third Tuesday of the month at 5:30 PM in the Council Chambers, but there was one conflict with the State and Federal holiday of July 4th so that date would be excluded.

Councilmember Wilson motioned to approve Resolution 22-21; A resolution establishing meeting dates for 2023. Councilmember Jackson second the motion. A roll call vote was taken, all members voted "Aye" and the motion carried.

3. Consideration of Resolution 22-22; A resolution amending fees for rentals of the bowery and facility at the Roy City Aquatic Center.

Parks and Recreation Director Travis Flint presented the resolution. He stated in March a raise had been given to the part-time staff, and went on to say that most of the parties the Aquatic Center had hosted the previous year had lost money, which was due in part to reservations which had been made in January prior to cost increases. He stated on average they had lost \$780 per party. Parks and Recreation Director Flint stated the rates for the parties in the previous year were \$650 on Tuesdays, Wednesdays, and Thursdays for Roy residents and businesses, and \$950 on Fridays and Saturdays. He said the new proposal for night time reservations would be \$1000 for Roy residents and businesses and \$1200 for nonresidents and businesses, which would allow the City to make a little bit of money. He added it was important to get this resolved this meeting, and said if a fee change was made they would then need to reach out to residents and let them know about the fee change, and they also needed to update residents that the reservation system would be changed to an online system.

Councilmember Wilson clarified the fee increase would be for every day of the week. Parks and Recreation Director Flint confirmed. Councilmember Jackson asked why there was a difference for the different days. Parks and Recreation Director Flint replied generally there were a lot more parties on the weekends and if Council wanted to keep different fees for different days, then they could discuss that.

Councilmember Scadden asked if they were keeping track of how many people were coming in during the parties, and discussed it was typical from an entertainment perspective to charge per head rather than a base fee. He thought they were way under market in charging a base fee. Parks and Recreation Director Flint replied they asked people how many would be in their group, and in the last year the amount had varied from as many as 1,000 and as few as 80 and he said as far as fees went, they could discuss whatever Council wanted.

Mayor Pro-tem Paul stated it would be tough to charge per head because there was no finite way to determine how many people would attend. Parks and Recreation Director Flint commented that 1,000 people was on the high end of a party size, and the average group was around 500. Councilmember Sophie Paul suggested they look at other facilities to see how they charged. Parks and Recreation Director Flint replied he had and the facility most similar to them was North Shore and they had two ways of doing it. He said North Shore charged \$900 for an hour and a half and also had a three-hour option which they charged \$1,620 for. He noted they had also raised their rates the year before.

Councilmember Wilson asked what the hours Roy offered. Parks and Recreation Director Travis Flint responded that they allowed two hours from 6:30-8:30 PM. Councilmember Wilson asked if they gave people their money back in the case of inclement weather. Parks and Recreation Director Flint replied yes, they did. He said if a group needed to cancel it needed to be done a month before the scheduled date

because they typically scheduled 98% of the available dates.

Mayor Pro-tem clarified the loss per event was \$780. Parks and Recreation Director Flint stated when they had met with building maintenance and discussed chemical costs and labor costs based on three hours and the cost had come to \$780. He said there were different employees that made a little more or a little less so that figure might fluctuate \$15-\$20.

Councilmember Wilson asked if it was mostly businesses renting the facility. Parks and Recreation Director Flint said they got a little bit of everything. Councilmember Wilson asked if they needed to show proof of residency to get the resident price. Parks and Recreation Director Flint replied yes, they did. Councilmember Wilson thought they should charge \$1200 for residents and \$1500 for nonresidents. Parks and Recreation Director Flint said they could charge whatever they wanted. Councilmember Scadden thought they should charge \$1500 for residents and \$2000 for nonresidents.

Councilmember Scadden asked how quickly the reservations filled up. Parks and Recreation Director Flint said sometimes it took a while to book less desirable dates early or later in the season, but by mid-March usually about 85% of the dates were booked.

Councilmember Wilson commented they could leave the proposed rates and raise them again the following year if costs rose. Parks and Recreation Director Flint stated it would be foolish to think that costs would not continue to rise. Mayor Pro-tem Paul stated he was inclined to charge \$1200 and \$1500 for residents and nonresidents, respectfully. Councilmember Wilson agreed they should make the nonresidents pay more.

Councilmember Sophie Paul asked for clarification on the ratio of residents to nonresidents booking the facility. Parks and Recreation Director Flint stated he did not know the exact figure but guessed it was somewhere around a 60-40 split, with slightly more residents than nonresidents.

Councilmember Scadden motioned to approve Resolution 22-22; A resolution amending fees for rentals of the bowery and facility at the Roy City Aquatic Center, with adjustments to the rates as indicated in discussion for \$1000.00 for Roy Residents and \$1500.00 for Non-residents. Councilmember Jackson seconded the motion. A roll call vote was taken, all members voted "Aye" and the motion carried.

H. Discussion Items

1. Fleet Rotation Program – Matt Andrews

City Manager Andrews recalled they had talked about this previously and indicated the details for the past three years of vehicles sold within the City was in the packet. He discussed that increased costs to the supply chain had not allowed them to buy any in the last year. He stated when they first started doing the program it cost them about \$1,000 a year to do this rotation, but within the last couple of years and the combination of COVID-19, supply chain issues, and inflation, they now made upwards of \$6-7,000 on these vehicles.

City Manager Andrews wanted to address the fact that a lot of these vehicles had been in the budgets three times before they actually get the vehicle because of the supply chain issues. He said there would be vehicles coming up that they had already received that were budgeted for the previous year that they would have to include in the budget again when they had only actually received one vehicle. City Manager Andrews commented he wanted to remain open about this program because it could appear negative.

2. Status of the Roy Complex Boiler Request for Proposal (RFP)

Public Works Director Ross Oliver stated they were ready to move forward with the boiler and they would be looking to approve the IAP at the Council meeting in February. Councilmember Wilson clarified this was for the water-based boiler only. Public Works Director Oliver stated it was for the boiler, the water heater, the exchanger, all of the asbestos removal, and to redo all of the water lines in the basement. Councilmember Wilson asked if one company would do all of that and Public Works Director Oliver replied they would put it all out in one bid. Councilmember Wilson asked if there was a specific group they offered it to, or if they put it out publicly and people came to bid on the project. Public Works Director Ross Oliver explained it would be put onto a website that was monitored by companies seeking out projects.

Mayor Pro-tem Paul clarified they were expecting it to come out to around \$700,000. Public Works Director Oliver confirmed that was correct. Mayor Pro-tem Paul asked where they were at on financing. City Manager Andrews replied so far, they had spent around \$650,000 of Roy City money. Mayor Pro-tem Paul asked if they had heard anything back from the North Foundation. City Manager Andrews replied they had not. Councilmember Wilson stated she knew they had at least \$10,000 more coming in and after the first of the year she would be hitting up people for donations.

Mayor Pro-tem Paul stated his concern was what they would do with the rest of the pool. Public Works Director Oliver said he would like to reline the pool and have it opened by June. Mayor Pro-tem Paul asked how much that would be, to which Public Works Director Oliver replied \$450,000. City Manager Andrews commented they were at \$669,000 of Roy City funds. Mayor Pro-tem Paul clarified they were \$500,000 short for both projects.

Mayor Pro-tem Paul asked when the RAMP grant process started because he would suggest applying for that to fund the remainder of the project. Parks and Recreation Director Flint stated he thought the RAMP grant was due on January 16th. Mayor Pro-tem Paul asked when they announced that, and Parks and Recreation Director Travis Flint replied it was typically announced mid-February, and did not get approved until the first County Commissioners meeting in March.

Mayor Pro-tem Paul asked if they would have to award the bid to someone if they put it out for a bid, and Public Works Director Ross Oliver replied they did not, but if they put it out for a bid and did not follow through with it, a lot of the bidders would not bid again. Mayor Pro-tem Paul stated if they were going to tear it up, they should complete all of the projects at one time so maybe they not put it out for a bid. Councilmember Jackson commented it would be nice to put it out for a bid but thought they needed to proceed because the longer they did not proceed, the harder it was to continue.

Councilmember Wilson discussed that the school districts were planning to use this during the upcoming year as they had no other place to swim and so this needed to go forward. Mayor Pro-tem Paul stated he did not like to spend money they did not have. Councilmember Jackson agreed they needed to move forward. Councilmember Wilson stated she had no problem asking people for money, and she felt confident that the swim team could help raise money. Mayor Pro-tem Paul commented the swim team seemed to be the most prevalent group to speak up about the issue and asked what they had produced in fundraising so far. Councilmember Wilson did not know. Mayor Pro-tem Paul stated the school benefited from the facility but he was hearing varying stories about whether or not they wanted to participate, and he was hesitant to spend money when they did not have an extra \$500,000 laying around to fund it.

Mayor Pro-tem Paul stated if they did not get money from RAMP, they should put it out for a bond and let the public vote on it. Public Works Director Oliver asked if he should move forward with that direction. Mayor Pro-tem Paul said he did not want to put it out until they had the funds to cover it. Councilmember

Sophie Paul clarified if they put it out for a bid and then did not have enough money then companies would not bid on it again. Public Works Director Oliver said that was not necessarily the case, and said they could put it out for a second bid if they did not follow through with the first. Mayor Pro-tem Paul still thought they should wait to move forward until they had the money.

Mayor Pro-tem Paul requested a motion from Councilmembers to suggest moving forward with preparation and release of the RFP as suggested by Public Works Director Oliver. Though not required for a motion or roll call; Councilmember Wilson motioned to release the RFP and Councilmember Jackson seconded the motion. Mayor Pro-tem requested a roll call vote for the record. Councilmember Sophie Paul, Scadden, Wilson, and Jackson voted "Aye," Councilmember Joe Paul voted "Nay," so Public Works Director Oliver was directed to move forward with the release.

3. Pickleball Court Update

Parks and Recreation Director Flint stated he had been requested by Council to bring back a smaller scope pickleball court. He stated the original cost was going to be \$600,000, \$800,000 if they wanted lights, but they had only had \$150,000 allocated by Roy City and another \$150,000 allocated by RAMP. He said the contractor was going to honor most of the things in the bid, but the reduced bid was going to be \$400,000 or \$500,000 with lights.

Parks and Recreation Director Flint stated four courts was hard for programming and would create a bottleneck. He stated most facilities had eight courts, and while he would like to see eight courts he understood there was a financial concern. Mayor Pro-tem Paul asked if this had been budgeted for. Parks and Recreation Director Flint replied it had not, and if this was something they wanted to do he recommended they did it during the mid-year budget. Councilmember Wilson asked if this amount included the fence around it and Parks and Recreation Director Travis Flint replied it did. Councilmember Wilson asked if the contractor found his own contractor to do the fence, and Parks and Recreation Director Travis Flint replied it would be similar to the boiler bid in that it would all be included in one project and the contractor would find a subcontractor for the fence. Councilmember Wilson asked if the City could sub it out. Parks and Recreation Director Flint said he had talked to the contractor and he had been open to the idea of the City acquiring concrete on their own, but he had not spoken to him specifically about the fencing.

Councilmember Jackson asked if the County would consider transferring the RAMP grant funds to a different project. Mayor Pro-tem Paul commented that usually they would have to just give the funds back and it would go into the pool for the following year. Councilmember Wilson asked when they had to use the RAMP grant funds by. Parks and Recreation Director Flint replied they needed to use it by the end of the following year.

Councilmember Wilson asked how many yards of cement they would need. Parks and Recreation Director Flint replied he could get those figures for her. Councilmember Wilson thought she could get three different concrete companies to donate to the project and asked how much the cement portion of the project would cost. Parks and Recreation Director Flint replied the concrete would be a pretty extensive part of the project. Councilmember Wilson asked if he could get the figure of how much fencing would be required for 8 courts because she wanted eight courts. Parks and Recreation Director Flint said he could get her all of those figures. Councilmember Wilson thought she could get a fencing company she was familiar with to help them out.

City Manager Andrews pulled up an old email from one of their engineers, and said it looked like if they did the full eight courts they would need 300 yards of concrete, and he added the price in the email was around \$150 per yard which equaled \$45,000. He pointed out they could save \$45,000 if they were able to get the concrete donated.

Mayor Pro-tem Paul stated they did not have the money in the budget at the time and he suggested waiting until mid-year to wait and see what they did with the Complex because it was such a major project.

4. Status update on Red Curb Marking Request – Bridge Elementary

City Manager Andrews stated they had received an application from the principal at Bridge Elementary which had been reviewed by Police Chief Gwynn. He stated he had a meeting scheduled with Police Chief Gwynn the following week to go over this, because Police Chief Gwynn had concerns about people doing U-turns and things when the curb was painted and they wanted to go over the matter in more depth. Mayor Pro-tem Paul stated this would have to come back to the next Council meeting in January. City Manager Andrews explained they had allowed for administration to go forward with the curb painting, however, since it was so cold there was an alternative to do signs in the meantime, because painting would require three days of consecutive 55-degree days.

5. Proposed change to Roy City Ordinance Title 6 – Motor Vehicle and Traffic

City Attorney Andy Blackburn stated one of the things that seemed to be a concern was the time frame and this would be up to the Council. He stated the current ordinance read ‘any vehicle’ and they would need to look at how they wanted to define trailer. He commented they were at a very preliminary stage with this and there was a concern had by police regarding this issue.

City Attorney Blackburn stated they were currently looking at 48 hours until they could give out civil citations or tow, and he said he would like to take more time with this to come up with a proposal that would work and asked if they had a preference for time frames.

Mayor Pro-tem Paul did not think they were effectively enforcing the current ordinance and expressed he had concerns with a 24-hour time limit. He said that public right of way was not an extension of one’s business or personal property. He thought as a Council they should utilize subcommittees more, and recommended sending this to a subcommittee to hammer out a resolution. Councilmember Scadden supported this recommendation.

Councilmember Wilson did not think 48 hours was a long enough time, and asked if the police had time to even check all of these vehicles. Police Captain Danny Hammon stated they responded on a complaint driven basis. Mayor Pro-tem Paul thought they needed to define trailers that left everyday and came back and established a pattern and he also did not know if the Code enforcement official the city had was able to write parking citations so maybe that was something to look into. He wanted to give this to a subcommittee to really sit down and work through this, and asked if this would have to go to the Planning Commission.

Councilmember Wilson thought this needed a lot of work because some people’s livelihoods were based on construction vehicles with trailers that they needed to park in front of their houses. Mayor Pro-tem Paul stated this was becoming an issue because people were carving out areas of their yard to park next to their house and he was willing to be on a committee to work on this.

Mayor Pro-tem Paul stated his recommendation was to create a subcommittee with a couple Councilmembers and the Police Chief and maybe a couple of other relevant members of Staff.

Dennis Brown, 2119 W 6000 S, Roy, stated he had parked in front of the mailbox before and received a note in his windshield from the Post Office requesting that he not park in front of the mailbox.

Mayor Pro-tem again suggested a subcommittee. City Attorney Blackburn said he would be a part of the

committee. Mayor Pro-tem Paul said he had expected to see more emails regarding this issue, but they needed to take the time to get this right.

Councilmember Sophie Paul asked if Chance was allowed to give out tickets for these violations. City Manager Matt Andrews stated they were looking into it, but at that time no he could not because he was not a police officer.

Wally Rodgers, 4376 S 2675 W, stated he appreciated that they wanted to have a subcommittee and more discussion on this matter. His concern was about vehicles and not just trailers, because he had five kids that all had cars and opined if they continued to make regulations and ordinances about parked vehicles it seemed like the right of the homeowner was getting less and less. He stated he paid property taxes and it seemed like he was getting less and less rights. He expressed that he appreciated the committee and thought there should be citizen representation in the committee.

Mayor Pro-tem Paul stated they needed to find a conclusion that was fair and equitable for all. Councilmember Wilson stated some of the concerns she had heard from people was that they were trying to live life and they did not want to be criminalized.

Mayor Pro-tem Paul stated they would get a committee together and start to move forward on this.

I. City Manager & Council Report

City Manager Matt Andrews stated several years ago, they had reached an agreement with Woodbury to have the Chinese Gourmet to be demolished at the cost of \$35,000, and in that agreement Woodbury had agreed to have a taxable business at that location within a certain amount of time. He explained the set time had come and gone, so the City had been repaid that \$35,000. Mayor Pro-tem Paul stated there were pros and cons to getting that money back because now that they had gotten the money back, Woodbury could put whatever kind of business they wanted as long as it was within Code, and he imagined they would likely put in a business that the City could not generate sales tax on.

City Manager Andrews commented on the dead trees discussed at a previous Council meeting and said the ones by Roy High School had been removed by a Contractor.

City Manager Andrews stated that Administration was going to hold off on the sign at 5600 S until they got further notice from the Council. Mayor Pro-tem Paul stated they should wait until the project at 5600 was completed before they made a decision. Councilmember Wilson thought it was too nice of a sign to just tear it down.

Mayor Pro-tem Paul commented this was the third time that year in which the Mayor had been out of town and they had to elect a mayor Pro-tem. He pointed out that prior to this year, the Mayor had always chosen a Mayor Pro-tem and that had been voted on by the Council for the year. He commented that he sat on a board with mayors from other Cities and every one of them had a one-year term Mayor pro-tem as well, which he thought made more sense than electing one at every meeting in which a pro-tem was needed. He thought it was not good that Mayor Palmer did not know who the Pro-tem was going to be, since he had certain things he wanted to have discussed and would need to talk with the Pro-tem representative before the meeting. Mayor Pro-tem Paul suggested the Pro-tem should be the longest sitting Councilmember, or the Mayor could submit a name that would be ratified by Council to have continual leadership in the absence of a mayor. Councilmember Wilson commented this meeting would be the last of the year and thought this would be something they should do after the first of the year. Mayor Pro-tem Paul thought they should go back to the way it was and let the Mayor choose a Pro-tem who would be seated for the year.

Councilmember Wilson agreed.

City Attorney Blackburn explained the State Code stated that if the Mayor was absent then the Council may elect a member of Council as Pro-tem, but it did not say in the Code anything about the Mayor appointing a pro-tem for the year. Pro-tem Mayor Paul replied the way they were doing it now was not working, and noted of all the Cities he had talked to, Roy was the only City doing it this way. City Attorney Blackburn said that whatever way they wanted to do it would be fine.

Councilmember Wilson asked City Attorney Blackburn if he was concerned that having a year long Pro-tem Mayor did not meet statute. City Attorney Blackburn said he and other City attorneys had read the statute as he had explained, but agreed it was much more convenient to do it the way they had done it before. Councilmember Scadden commented that if the elected pro-tem was not available then they could go through the voting procedure. City Attorney Blackburn said his interpretation of the Code was that a pro-tem should be elected at every meeting the Mayor was absent, but reiterated they had done it the other way before and had never been challenged in any legal way.

Mayor Pro-tem Paul repeated that his recommendation was to go back to the way they had done it before because in the event of the death of the mayor or a natural disaster they would have to reconvene a Council to determine the next in line. It was agreed the previous way was the better way to do it.

Councilmember Wilson clarified that the way they had done it previously might not meet the Code. City Attorney Andy Blackburn confirmed it did not necessarily meet Code, but they had not been challenged on this in the past.

Councilmember Scadden stated if they had gotten away with it in the past, they should just go back to that because it made more sense.

Mayor Pro-tem Paul stated they would bring the matter to the Mayor for his approval and decision.

Mayor Pro-tem Paul announced there had been a \$25,000 donation from the Eccles Foundation for the Complex. He also discussed they needed to get the word out that the Christmas tree lighting contest which would be going on that season, and said entries needed to be submitted by the 15th. He also said there would be a People's Choice Award that year. He added the Mayor had sent him an email with things he wanted to have discussed at their meeting and they had covered all of it.

Councilmember Jackson commended the Christmas lights because she had heard a number of comments from people in and out of the City. She also noted when people got up to speak at the microphone during meetings it was very powerful for people listening to the minutes.

Mayor Pro-tem Paul commented on the project for the Gilbert Bay Outfall and stated it was ahead of schedule and it was up to the guard shack at the causeway. He stated they intended to be crossing that at the first of the year, and there was a design plan in place for the bumping station. He added one of the concerns they had was that when they had designed the outfall the water level was quite a bit higher, and now they were trying to figure out what to do with the water because if they discharged the outfall it did not reach the water. Mayor Pro-tem Paul stated they were in council with USGS and the Corps of Engineers to figure out what to do. He had faith they would figure it out.

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

Councilmember Scadden motioned to enter closed door meeting in the downstairs conference room

to discuss the character, professional competence, or physical or mental health of an individual. Councilmember Sophie Paul seconded the motion, a roll call vote was taken, all councilmembers voted “Aye” and the motion carried.

****The Council met in a closed-door session in the downstairs conference room.**

Councilmember Sophie Paul motioned to go out of the closed-door meeting held in the downstairs conference room. Councilmember Jackson seconded the motion. A roll call vote was taken, all councilmembers voted “Aye” and the motion carried.

**** The Council moved back into the City Council Chambers to reconvene the City Council Meeting.**

K. Adjournment

Councilmember Sophie Paul motioned to adjourn the meeting at 8:58 p.m. Councilmember Wilson seconded the motion. All councilmembers voted “Aye” and the motion carried.

Robert Dandoy
Mayor

Attest:

Brittany Fowers
City Recorder

dc:

2023 ALCOHOLIC BEVERAGE LICENSE
 TO BE APPROVED BY THE
 CITY COUNCIL
 On January 3, 2023

<u>LICENSE #</u>	<u>BUSINESS NAME/ ADDRESS</u>	<u>OWNER</u>	<u>CLASSIFICATION</u>	<u>YEAR TO APPROVE</u>
9525	Exxon 4395 S 1900 W	Jaskaran Singh	Class A Beer	2023

RETAIL LICENSE CLASSIFICATIONS

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



Date: December 20, 2022
To: Mayor Dandoy and City Council Members
From: Tammy Nelson
Subject: Exxon, 4395 S 1900 W - Alcoholic Beverage License

An existing convenience store/gas station, located at 4395 S 1900 W, is being purchased by a new owner, Jaskaran Singh. A Building Inspection has been conducted to ensure that they are compliant with the building and safety codes.

I recommend approval of a Class A beer license.

Respectfully,

A handwritten signature in blue ink that reads "Tammy Nelson".

Tammy Nelson
Community Development
Office Manager



Roy City Fire

MEMO

Fire Inspector Lynn Hull

To: Tammy Nelson
Date: 12/28/22
Subject: Alcoholic Beverage Application/Inspection

Exxon

4395 South 1900 West

License #9225

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

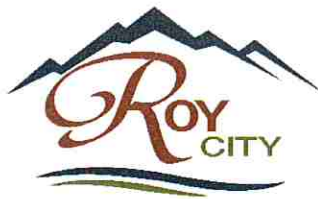
Any questions please get with me. Thanks.

Lynn Hull | Insector - Fire

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

(o) 801-774-1189 | www.royutah.org 

Mayor • Robert Dandoy
City Manager • Matthew Andrews



City Council • Ann Jackson
• Diane Wilson
• Sophie Paul
• Randy Scadden
• Joe Paul

December 28, 2022

Mayor and City Council Members

Re: Exxon, License # 4395 S 1900 W – Alcoholic Beverage License

Mayor and Council

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

Best,

Matthew M. Wilson
Roy City Assistant Attorney
matt.wilson@royutah.org
801-774-1006

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: 3 January

2023 Agenda Item Number: Presentation #1

Subject: Proposed 3 Gate Trail

Prepared By: Bob Dandoy

Background:

A few months ago, I was asked by the Wasatch Front Regional Council leadership to provide information on a proposed 3 Gate Trail idea. I'm scheduled to give that presentation at the 19 Jan 2023 WFRC Regional Growth Committee meeting. Attached is a copy of the briefing I plan to present.

What is not known at this time is who will be responsible for maintenance and upkeep if this trail is formally approved. There are more questions than answers, but it was important to bring awareness to this proposed trail plan.

Recommendation (Information Only or Decision): Information Only

Contact Person / Phone Number: Bob Dandoy /

Three Gate Trail System

Jan 2023





Meeting Purpose:

- Begin the preliminary discussions and planning to develop an Active Transportation corridor on the Union Pacific Rail line (Old Bamberger Railroad line).
- This proposed development is referred to as the Three (3) Gate Trail.
- *Note: We don't have all the answers yet, but we have an opportunity to preserve an asset for the broader communities.*

Key Organizations Involvement

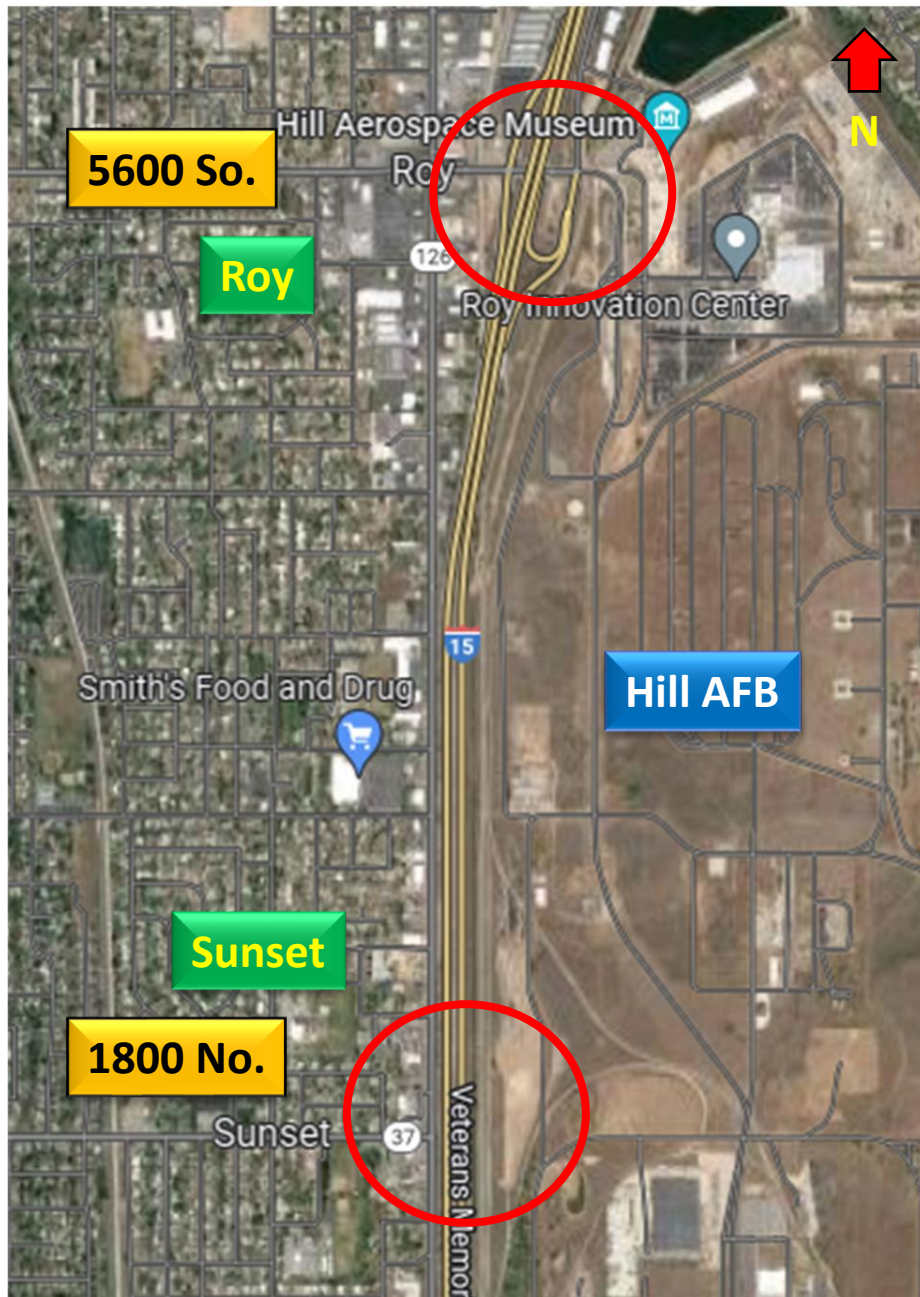






Background:

- The proposed trail is along the old Bamberger Rail Line that ran between Ogden and SLC.
- Later Hill AFB would use their rail to move Army depot locomotives and Air Force Peacekeeper missile rocket motors on/off base onto this Union Pacific track line.
- Hill AFB has already removed most of the train rails on base.
- Union Pacific is expected to remove the track from this rail line.



What Changed?

- UDOT is under construction to make improvements to the I-15 Interchange at 5600 South in Roy.
- UDOT is planning to move the I-15 Freeway East at 1800 North in Sunset and build a New Interchange. Included in this project is the Creation of a new Gate into Hill AFB by MIDA.
- Both Projects Create Impacts to this Rail Line.
- UDOT needs to Purchase this Rail Line Right-of-Way from Union Pacific.

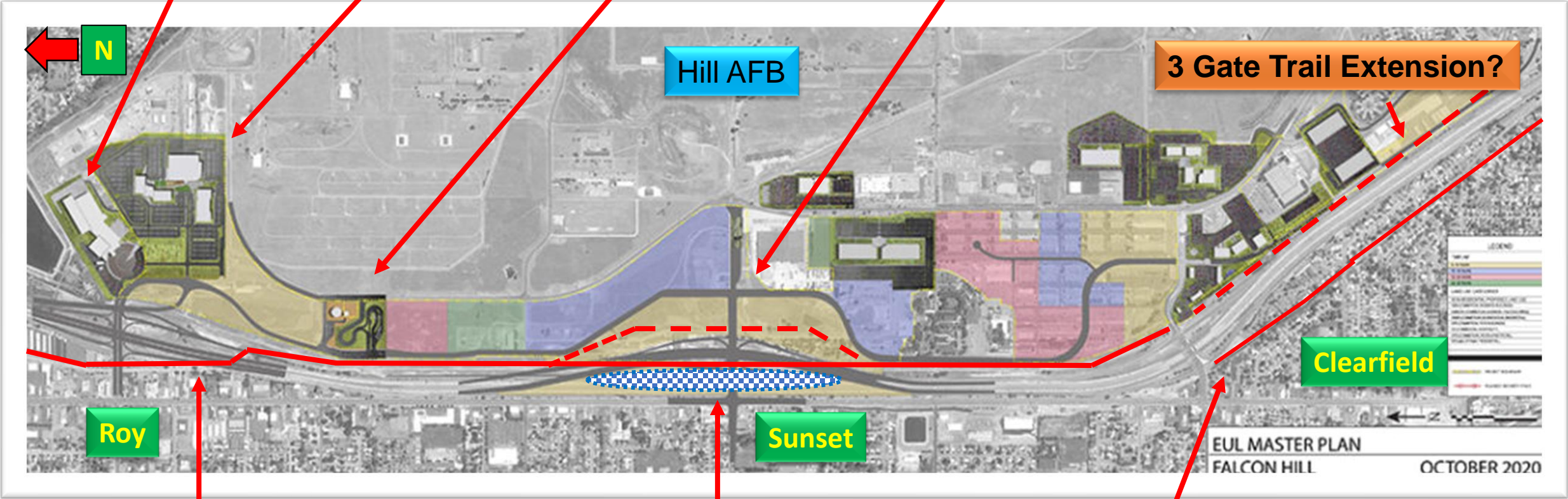
Falcon Hill Development Master Plan

Hill Aerospace Museum

Roy Innovation Center

New Location of the Roy Gate

Proposed Relocation of I-15, new Interchange, and new Hill AFB gate



3 Gate Trail

MIDA Considering Housing Options at this Location

Clearfield Canal Trail

Existing Trail Systems





Existing Active Transportation Trails

- Centennial Trail
- Weber River Parkway Trail
- Denver & Rio Grande Western Rail Trail (Roy to West Bountiful 24 miles)

NORTH

- Ogden River Parkway Trail
- West Haven Trail

SOUTH

- Clearfield Canal Trail

Future Trail Connections

- In 2013 the Ogden City Planning Office Suggested a New Trail be Established that could Link the 3 Gate Trail directly to the Roy Front Runner Station.
- The need to place Direction Signs on the Different Trails.

Denver & Rio Grande
Western Rail Trail
and the Roy Front
Runner Station



WEST OGDEN COMMUNITY TRAIL CONNECTION OPTIONS
Community Vision

- Existing Trails
- Landfill Trail Connections
- Trail Connections
- Rail Trail Connection Distance From Existing Rails

3 Gate Trail

Future Trail Connections

- Clearfield / Layton Access to the 3 Gate Trail by Establishing an At-Grade Crossing at 650 North In Clearfield to Connect with Clearfield Canal Trail.
- Layton Extending the Clearfield Canal Trail to Church Street.



3 Gate Trail

Things to Consider!



Things to Consider!

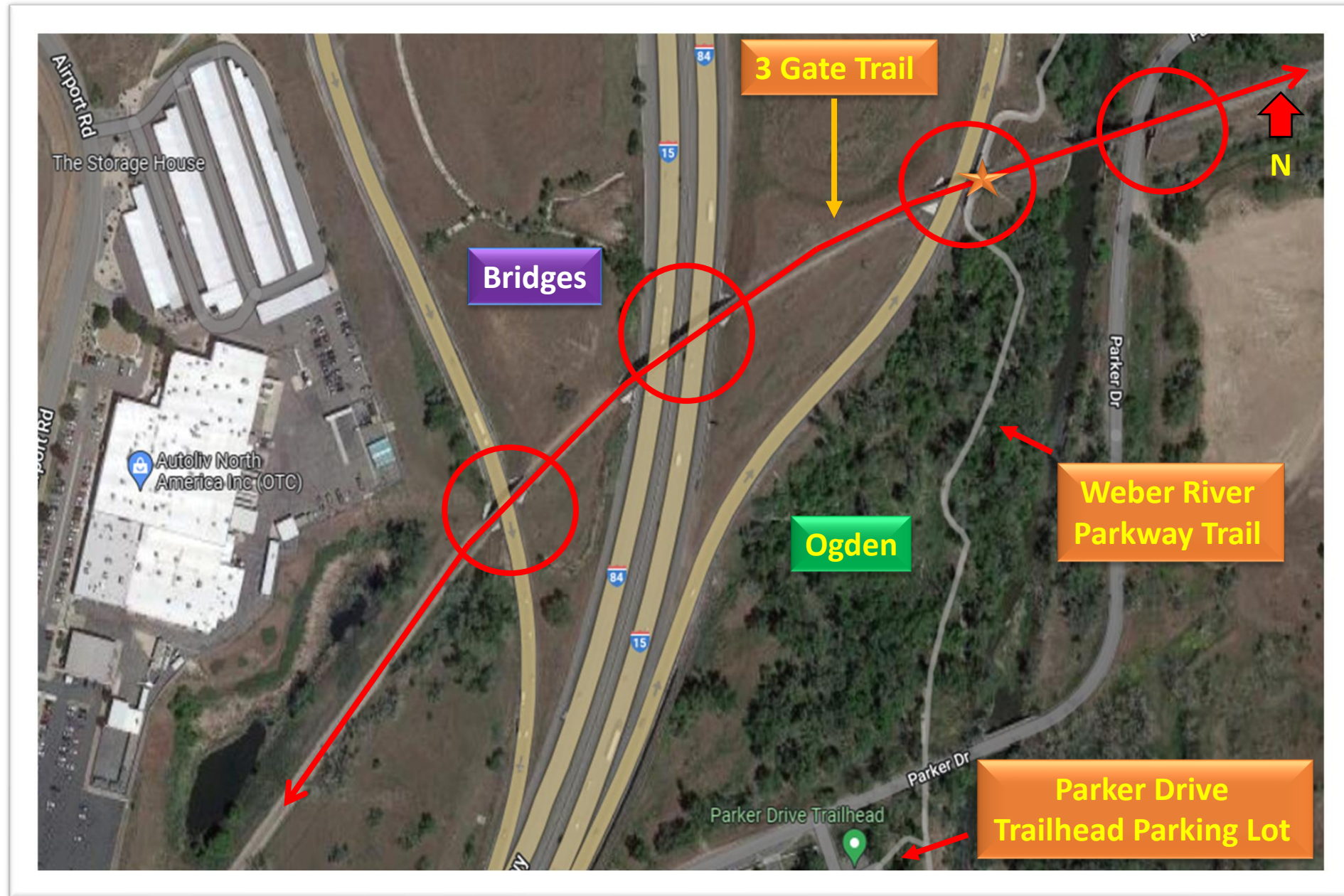
- Build a trail bridge over the Ogden Rail Yard, maybe along the side of Hinckley Drive.
- Once in Ogden, find ways to link safe access to this trail.
- Trail Ownership, Maintenance and Improvements in Weber County.

Note: We are still not sure how far this Union Pacific Rail Line property purchase will go towards Downtown Ogden City.



Things to Consider!

- Connecting the 3-Gate Trail with the Weber River Parkway Trail.
- Provide Fencing Protection on Each Side of Each Bridge Over I-15.
- Use the Parker Drive Trailhead Parking Lot.



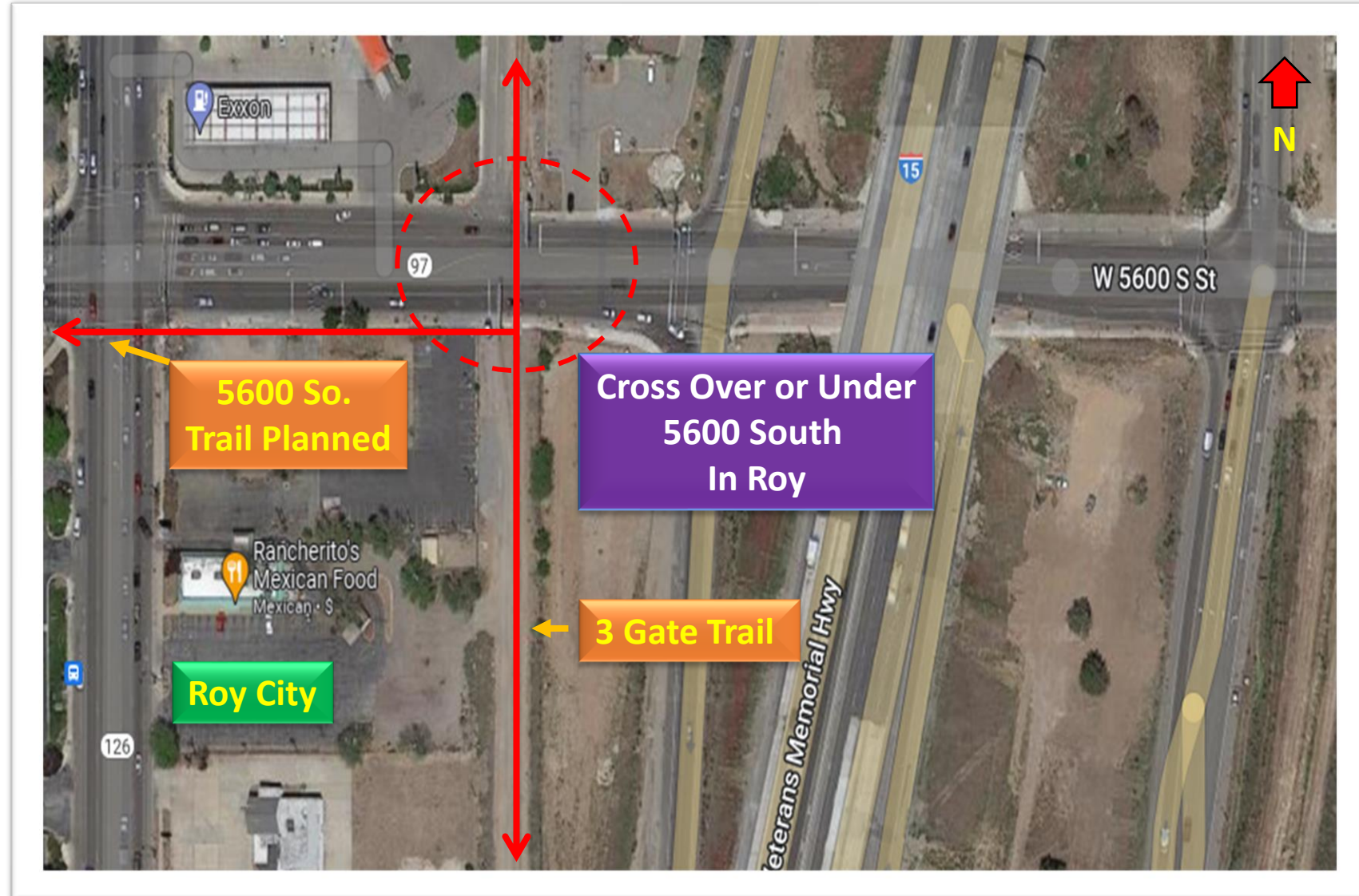
Things to Consider!

- Access to Ogden Airport Passenger Terminal and Businesses on and/or Next to the Airport.
- Access to the future America First Credit Union Campus using the Existing Pedestrian Bridge over I-15.
- Trailhead Parking Space needed.



Things to Consider!

- Trail Bridge over or Tunnel Under 5600 South in Roy City.
- Trailhead Parking Space needed.



Things to Consider!

- Walk / Bike Ride
Access to the Roy
Innovation Center, Hill
Aerospace Museum,
and Hill AFB Roy Gate.



Things to Consider!

- Trailhead Parking Space needed.
- Access points into Falcon Hill.
- Access for Employees to Walk / Bike Ride through Security Gates into Hill AFB.
- Access to the Denver & Rio Grande Western Rail Trail down 1800 North.
- Trail Ownership, Maintenance and Improvements In Davis County.



Questions / Comments



Roy City Council Agenda Worksheet

Roy City Council Meeting Date: 3 January 2023

Agenda Item Number: Action Item #1

Subject: Council Members Committee and Liaison Assignments

Prepared By: Bob Dandoy

Background:

The mayor is required to assign committee and liaison assignments. On the first city council meeting of each calendar year the City Council needs to vote on committee and liaison assignments (see attached letter).

Because two Council Members have shown an interest in the Mayor Pro-Tem position, I will call for a vote during the meeting. The two Members are:

- Council Member Wilson
- Council Member Joe Paul

Recommendation (Information Only or Decision):

Need City Council Review and Constant Decision on Committee and Liaison Assignments

Contact Person / Phone Number: Bob Dandoy /

Date: 1/3/2023

From: Mayor Dandoy

To: City Council Members – J Paul, Jackson, Wilson, S Paul, Scadden

CC: Matt Andrews, Brody Flint, Brittany, and Department Heads

SUBJECT: Proposed 2023 Roy City Council Members Committee and Liaison Assignments

Effective Date: 3 January 2023

The following committee and liaison assignments are provided to the Council by the Mayor for their review and consent vote. The main purposes of these assignments are to learn; engage; be a conduit back to the Council; and help contribute to the success of the committee and / or department. For those Roy City Assignments, if needed, please direct concerns or issues through the City Manager for resolution. The official voting on these assignments will occur during the City Council meeting on 3 January 2023.

The appointment of the Mayor Pro-Tem is a Council decision. Two Council Members have shown an interest in the position, Council Member Joe Paul and Council Member Diane Wilson. The mayor is not involved in the process but only to call for a vote.

Assignments:

Mayor Dandoy

Roy City Assignments:

Beautification Committee, Financial Audit Committee, and Economic Development Committee

Weber Area Council of Government (WACOG) Assignments:

911/Weber Consolidated Dispatch Seat #3 Board Member (Permanent)

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

Transcom Committee Seat #1 (Alternate), and Regional Growth Committee Seat #1 (Vice Chair)

Ogden/Weber Chamber Commerce:

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

Ogden City Airport Advisory Board Member

2022 Honorary Commander Hill AFB

Council Member Wilson

Roy City Assignments

Economic Development Committee Member, Roy Days Committee, and Public Works Liaison

Council Member Jackson

Roy City Assignments

Beautification Committee, Financial Audit Committee and Fire Department
Liaison

Weber Mosquito Abatement Board Member (4 Year Assignment - 2022)

Council Member Joe Paul

Roy City Assignments

Economic Development Committee and Parks & Recreation Department
Liaison

North Davis Sewer District Board Member (4 Year Assignment - 2020)

Council Member Sophie Paul

Roy City Assignments

Boys & Girls Club Committee Member, Art Council Member, Roy Days
Committee Member, and Administration Department Liaison

Council Member Scadden

Roy City Assignments

Financial Audit Committee Member and Police Department Liaison

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: January 3, 2023

Agenda Item Number:

Subject: Introduction and Swearing in of Michael King

Prepared By: Chief Craig Golden

Background:

The fire department has selected a new deputy fire chief to fill the vacant position. The selection made is Michael King.

Purpose:

We would like to have Mike sworn in as the new deputy fire chief at the council meeting.

Cost:

No costs.

Recommendation (Information Only or Decision): Informational

After the introduction of Michael King, he be sworn in as the deputy fire chief of Roy Fire Department.

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

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: January 3, 2023

Agenda Item Number: Action Item#3

Subject: Resolution for Interlocal Agreement for Board & Seal and Hazmat Services

Prepared By: Chief Craig Golden

Background:

Agencies in Weber and Morgan Counties have a need to arrange a post incident seal and secure services and hazardous material recovery and cleanup services. These services if done independently would sometimes take hours for these services to be provided at the scene and to the owner or responsible party. This agreement establishes a rotational list for these companies that provide this service and is maintained with Weber Dispatch when ask for.

Purpose:

The purpose of this agreement is to join Ogden City's agreements with private contractors for provision of post-incident seal and secure and hazardous material cleanup services. Private contractor rotation lists are separately created for three service types as follows: Seal and secure residential and commercial structures post incident, law enforcement requests for seal and secure services, and hazardous material recovery and cleanup services.

Cost:

No costs associated with this agreement.

Recommendation (Information Only or Decision): Approve Resolution

It is recommended that the Council approve this resolution as submitted.

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

RESOLUTION 23-1

A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR SEAL AND SECURE AND HAZARDOUS MATERIAL SERVICES ROTATION LIST BETWEEN ROY CITY CORPORATION AND OGDEN CITY, WEBER FIRE DISTRICT, NORTH VIEW FIRE DISTRICT, RIVERDALE CITY, SOUTH OGDEN CITY, MORGAN COUNTY, MOUNTAIN GREEN, PLAIN CITY, WASHINGTON TERRACE, AND THE WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT.

WHEREAS, Roy City desires to enter into an interlocal cooperation agreement with Ogden City, Weber Fire District, North View Fire District, Riverdale City, South Ogden City, Morgan County, Mountain Green, Plain City, Washington Terrace, and the Weber Area Dispatch 911 and Emergency Services District for the purpose of establishing a seal and secure and hazardous material services rotation list; and

WHEREAS, such agreement is in furtherance of the purposes of Section 11-7-1, Utah Code Annotated, 1953, as amended, and is permitted under Section 11-13-101, Utah Code Annotated, 1953, which allows governmental entities to enter into cooperation agreements with other public entities; and

WHEREAS, Roy City recognizes the importance and need for joint cooperation with local entities to provide and receive services from neighboring communities which is a necessary and needed service to the City and surrounding communities; and

WHEREAS, in the normal course of business, Roy City has a need to arrange for post-incident seal and secure services and hazardous materials recovery and cleanup for members of the public who need such services; and

WHEREAS, to take advantage of the service level requirements and other economies, Roy City desires to participate in Ogden City's agreements with private contractors who can provide seal and secure and hazardous material recovery and cleanup services which agree to participate on a rotation list.

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

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

WHEREAS, the Roy City Council has reviewed the Interlocal Cooperation Agreement and agrees to all the terms and conditions contained therein; and

NOW THEREFORE, the Roy City Council hereby approves the Interlocal Cooperation Agreement which is attached hereto and incorporated by this reference and authorizes the Mayor of Roy City to execute this Agreement on behalf of the City.

Passed this ____ day of _____, 2023.

Robert Dandoy
Mayor

Attest:

City Recorder

Voting:

Councilmember Sophie Paul	_____
Councilmember Ann Jackson	_____
Councilmember Randy Scadden	_____
Councilmember Joe Paul	_____
Councilmember Diane Wilson	_____

INTERLOCAL COOPERATION AGREEMENT
FOR SEAL AND SECURE AND HAZARDOUS
MATERIALS SERVICES ROTATION LIST

This Agreement, made and entered into this _____ day of _____ pursuant to the provisions of the Interlocal Cooperation Act, Section 11-13-101, et. seq., Utah Code Annotated, 1953 as amended, by and between Ogden City, a Utah Municipal Corporation, hereinafter referred to as "Ogden City," Weber Fire District, a political subdivision of the State of Utah, hereinafter referred to as "Weber Fire," North View Fire District, a political subdivision of the State of Utah, hereinafter referred to as "North View Fire," Riverdale City, a Utah Municipal Corporation, hereinafter referred to as "Riverdale City," Roy City, a Utah Municipal Corporation, hereinafter referred to as "Roy City," and South Ogden City, a Utah Municipal Corporation, hereinafter referred to as "South Ogden City," Morgan County, a Utah Municipal Corporation, hereinafter referred to as "Morgan County", Mountain Green, a Utah Municipal Corporation, hereafter referred to as "Mountain Green", Plain City, a Utah Municipal Corporation, hereafter referred to as "Plain City", Washington Terrace, a Utah Municipal Corporation, hereafter referred to as "Washington Terrace", and the Weber Area Dispatch 911 and Emergency Services District, hereinafter referred to as "Weber Area Dispatch," the parties. The parties, other than Weber Area Dispatch, may be referred to herein as "Agency" or "Agencies."

WITNESSETH

WHEREAS, the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq., (the "Act"), permits local governmental units including cities, counties, and other political subdivisions of the State to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities for the overall promotion of the general welfare of the state; and

WHEREAS, in the normal course of business, the Agencies have a need to arrange for post-incident seal and secure services and hazardous materials recovery and cleanup for members of the public who need such services; and

WHEREAS, to take advantage of the service level requirements and other economies, the Agencies desire to participate in Ogden City's agreements with private contractors who can provide seal and secure and hazardous material recovery and cleanup services which agree to participate on a rotation list.

WHEREAS, Ogden City is willing to have the Agencies be parties to its contracts for seal and secure and hazardous material recovery and cleanup services, the dispatching of those services, as the Agencies desire; and

WHEREAS, Weber Area Dispatch is willing to receive the Agencies' requests for seal and secure and hazardous material recovery and cleanup services either communicate those requests directly to private contractors on a rotation list or contract with a third-party dispatch service to implement a rotation list for each service type.

Now therefore, upon the mutual promises, and other good and satisfactory consideration, the parties agree as follows:

SECTION ONE EFFECTIVE DATE AND DURATION

This Agreement shall be effective on the date it is signed by the parties, and shall continue through December 31, 2033, unless extended or sooner terminated as provided herein.

SECTION TWO ADMINISTRATIVE ENTITY

No separate legal or administrative entity is created by this Agreement. This Agreement shall be administered by the parties and each party shall appoint a representative to facilitate performance of this Agreement.

SECTION THREE PURPOSE

This Agreement is established for the purpose of allowing certain political subdivisions of the State of Utah to cooperate in the sharing of agreements and the utilization of Weber Area Dispatch or a private dispatch service and to set forth the respective duties and responsibilities of the parties in conjunction therewith.

SECTION FOUR OBLIGATIONS OF THE PARTIES

The Agencies agree to join Ogden City's agreements with private contractors for provision of post-incident seal and secure and hazardous material cleanup services. Private contractor rotation lists are separately created for three service types as follows: Seal and secure residential and commercial structures post incident, law enforcement requests for seal and secure services, and hazardous material recovery and cleanup services. An Agency may enter into its own agreements with private contractors for provision of seal and secure and hazardous material cleanup services and still join Ogden City's rotation list. In that event, the Agency agrees to include in its contract for provision of seal and secure or hazardous materials recovery and cleanup services the requirement that the company pay fees to Weber Area Dispatch, or a private dispatch service as requested, and that failure to pay will be grounds for termination of the agreement between Agency and company. Participating Agencies collectively shall establish one policy, including provisions for handling complaints; addressing potential suspension or termination from the rotation list; and an appeal process. Ogden City agrees to maintain records associated with the agreements for seal and secure, and hazardous material cleanup services, and this Agreement.

SECTION FIVE OBLIGATION OF WEBER AREA DISPATCH

Weber Area Dispatch agrees to receive the Agencies' requests for seal and secure, and hazardous material recovery and cleanup services and agrees to communicate such requests to private contractors on a rotation list or to a private dispatch provider to implement the rotation list for each type of service request. Weber

Area Dispatch may enter into separate agreements with third parties as necessary to facilitate the dispatch of seal and secure and hazardous materials recovery and cleanup calls for service.

SECTION SIX INDEPENDENT CONTRACTORS

In the performance of this Agreement, the parties are independent contractors, and as such shall have no authorization, expressed or implied, to bind any other party to any agreements, settlements, liability, or understanding whatsoever, and agree not to perform any such acts as agent for any other party except as expressly set forth herein.

SECTION SEVEN HOLD HARMLESS

Each party shall indemnify, defend, and hold the other parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses, and liens, including, without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each party shall be responsible for its own negligent acts and agrees to indemnify and hold the other parties harmless therefrom.

SECTION EIGHT GOVERNMENTAL IMMUNITY

All parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G Chapter 7 of the Utah Code. Nothing in this agreement shall be construed as a waiver by any party of any rights, limits, protections, or defenses provided by the Act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to the Act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.

SECTION NINE MANNER OF FINANCING

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement and shall be responsible for any costs incurred as a result thereof.

SECTION TEN FILING OF AGREEMENT

A copy of this Agreement shall be placed on file in the Office of the Recorder of any participating Agency or maintained with the parties' other official records and shall remain on file for public inspection during the term of this Agreement.

SECTION ELEVEN GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The parties also recognize that certain Federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.

SECTION TWELVE ANNUAL REVIEW

The parties, through their appointed representatives shall meet at least annually to review this Agreement. The parties shall review and assess the usage of a private dispatch provider. The objective of the parties during their annual review is to make any necessary revisions or amendments to this Agreement and to extend or terminate it.

SECTION THIRTEEN TERMINATION

Any party may terminate any rights and obligations under this agreement at any time by giving thirty (30) days written notice to the other parties of its intent to withdraw from this Agreement. In addition, the parties may mutually agree to terminate the Agreement prior to the expiration of the term.

SECTION FOURTEEN COMPLIANCE WITH LAWS

In connection with their activities under this Agreement, the parties shall comply with all applicable federal, state, and local laws and regulations.

SECTION FIFTEEN PROPERTY

No real or personal property shall be acquired, nor improvements constructed by the parties because of this Agreement.

SECTION SIXTEEN GENERAL PROVISIONS

A. Severability. If any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. Amendments. This Agreement may be modified only by a written amendment signed by each of the parties hereto.

D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

F. No Partnership, Joint Venture, or Third-Party Rights. Nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

IN WITNESS WHEREOF, the below signing parties have signed and executed this Agreement, after resolutions duly and lawfully passed on the dates listed below.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT

By: _____

Its _____

Attest:

By: _____

Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Weber Area Dispatch 911
And Emergency Services District

WEBER FIRE DISTRICT

By: _____

Its _____

Attest:

By: _____

Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Weber Fire District

OGDEN CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Ogden City

SOUTH OGDEN CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for South Ogden City

ROY CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Roy City

RIVERDALE CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Riverdale City

NORTH VIEW FIRE DISTRICT

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for North View Fire District

MORGAN COUNTY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Morgan County

MOUNTAIN GREEN

By: _____

Its _____

Attest:

By: _____

Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Mountain Green

PLAIN CITY

By: _____

Its _____

Attest:

By: _____

Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Plain City

WASHINGTON TERRACE

By: _____

Its _____

Attest:

By: _____

Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Washington Terrace

RESOLUTION 23-2

A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN AGREEMENT BETWEEN ROY CITY CORPORATION AND LEON POULSEN CONSTRUCTION FOR THE 2023 WATERLINE REPLACEMENT PROJECT

WHEREAS, the Roy City Public Works Department has waterline replacement projects for 2023; and

WHEREAS, a Request for Proposals for the 2023 waterline replacement projects was advertised; and

WHEREAS, Leon Poulsen Construction was the lowest responsive, responsible bidder; and

WHEREAS, the Roy City Council desires to enter into an Agreement which is attached hereto, with Leon Poulsen Construction; and

WHEREAS, the Agreement sets forth the respective rights and responsibilities of the Parties regarding the 2023 waterline replacement projects.

NOW THEREFORE, BE IT RESOLVED on this ____ day of January, 2023 by the Roy City Council that the contract for the 2023 waterline replacement projects be approved and awarded to Leon Poulsen Construction and that the Mayor is authorized to execute the Agreement.

Robert Dandoy
Mayor

Attest:

Brittany Fowers
City Recorder

Councilmember Wilson	_____
Councilmember Scadden	_____
Councilmember Sophie Paul	_____
Councilmember Jackson	_____
Councilmember Joe Paul	_____

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **ROY CITY CORPORATION** (hereinafter called OWNER) and **LEON POULSON CONSTRUCTION** (hereinafter called CONTRACTOR).

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

ARTICLE 1- WORK

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

Schedule A - furnish and install approximately 1,920 feet of 8" dia. culinary waterline.

Schedule B – furnish and install approximately 2,300 feet of 8" dia. culinary waterline.

The new waterline will replace the aging waterline within existing streets. The work includes pipe, valves, fittings, fire hydrants, water services, testing, disinfection, asphalt patching, and associated work as indicated in the contract documents.

ARTICLE 2-THE PROJECT

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

2023 WATERLINE REPLACEMENT PROJECT (SCHEDULES A & B)

ARTICLE 3- ENGINEER

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

ARTICLE 4- CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment:* The Work will be completed by June 1, 2023.

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

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

ARTICLE 5- CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

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

UNIT PRICE WORK

Bid Item	Description	Quantity	Units	Unit Price	Amount
A1	Mobilization and Traffic Control:	1	L.S.	\$24,230.00	\$24,230.00
A2	8" Dia. PVC C900 DR14 Pipe:	1920	L.F.	\$65.00	\$124,800.00
A3	4" D.I. Coupler:	1	Each	\$450.00	\$450.00
A4	6" D.I. Coupler:	1	Each	\$665.00	\$665.00
A5	8" D.I. Coupler:	2	Each	\$765.00	\$1,530.00
A6	8" x 4" D.I. Reducer	1	Each	\$770.00	\$770.00
A7	8" x 6" D.I. Reducer	1	Each	\$800.00	\$800.00
A8	8" D.I. 11.25 Degree Bend:	2	Each	\$1,075.00	\$2,150.00
A9	8" D.I. 22.5 Degree Bend:	3	Each	\$1,100.00	\$3,300.00
A10	8" D.I. 45 Degree Bend:	4	Each	\$1,300.00	\$5,200.00
A11	8" D.I. 90 Degree Bend:	0	Each	\$ N/A THIS SCHEDULE	\$ N/A THIS SCHEDULE
A12a	8" Thru X 8" Branch D.I. Tee (FL X FL X FL)	2	Each	\$1,600.00	\$3,200.00
A12b	8" Thru X 8" Branch D.I. Tee (MJ X MJ X MJ)	1	Each	\$1,400.00	\$1,400.00
A13a	8" D.I. Gate Valve with Valve Box (FL X MJ)	6	Each	\$2,850.00	\$17,100.00
A13b	8" D.I. Gate Valve with Valve Box (MJ X MJ)	1	Each	\$2,900.00	\$2,900.00
A14	Fire Hydrant Assembly:	4	Each	\$9,000.00	\$36,000.00
A15	Water Services:	42	Each	\$2,050.00	\$86,100.00
A16	Remove Existing Fire Hydrant:	3	Each	\$850.00	\$2,550.00
A17	Remove Existing Valve and Valve Box:	5	Each	\$850.00	\$4,250.00
A18	Abandon Existing 4" or 6" Dia. Waterline (Cap at Tee):	1	Each	\$585.00	\$585.00
A19	Concrete Plug for End of Abandoned Waterline:	14	Each	\$200.00	\$2,800.00
A20	Connection to Existing Waterline:	4	Each	\$1,200.00	\$4,800.00
A21	Remove and Replace Curb and Gutter:	80	L.F.	\$80.00	\$6,400.00
A22	Remove and Replace 4" Thick Concrete Flatwork (Sidewalk and Driveway):	0	S.Y.	\$ N/A THIS SCHEDULE	\$ N/A THIS SCHEDULE
A23	Asphalt Pavement Patching (3" HMA/ 10" UTBC):	1870	S.Y.	\$38.00	\$71,060.00
A24	Granular Backfill Borrow:	400	Tons	\$13.00	\$5,200.00
A25	Sediment Barriers at Storm Drain Catch Basins:	7	Each	\$145.00	\$1,015.00
A26	Install Dual Check Valve in Existing Meter Box	45	Each	\$250.00	\$11,250.00
B1	Mobilization and Traffic Control:	1	L.S.	\$22,000	\$22,000.00
B2	8" Dia. PVC C900 DR14 Pipe:	2300	L.F.	\$65.00	\$149,500.00
B3	4" D.I. Coupler:	0	Each	\$N/A THIS SCHEDULE	\$N/A THIS SCHEDULE
B4	6" D.I. Coupler:	0	Each	\$ N/A THIS SCHEDULE	\$ N/A THIS SCHEDULE
B5	8" D.I. Coupler:	4	Each	\$765.00	\$3,060.00
B6	8" x 4" D.I. Reducer	0	Each	\$ N/A THIS SCHEDULE	\$ N/A THIS SCHEDULE
B7	8" x 6" D.I. Reducer	0	Each	\$ N/A THIS SCHEDULE	\$ N/A THIS SCHEDULE

B8	8" D.I. 11.25 Degree Bend:	2	Each	\$1,075.00	\$2,150.00
B9	8" D.I. 22.5 Degree Bend:	4	Each	\$1,100.00	\$4,400.00
B10	8" D.I. 45 Degree Bend:	1	Each	\$1,300.00	\$1,300.00
B11	8" D.I. 90 Degree Bend:	1	Each	\$1,150.00	\$1,150.00
B12a	8" Thru X 8" Branch D.I. Tee (FL X FL X FL)	2	Each	\$1,600.00	\$3,200.00
B13a	8" D.I. Gate Valve with Valve Box (FL X MJ)	6	Each	\$2,850.00	\$17,100.00
B14	Fire Hydrant Assembly:	4	Each	\$9,000.00	\$36,000.00
B15	Water Services:	50	Each	\$2,050.00	\$102,500.00
B16	Remove Existing Fire Hydrant:	4	Each	\$850.00	\$3,400.00
B17	Remove Existing Valve and Valve Box:	5	Each	\$850.00	\$4,250.00
B18	Abandon Existing 4" or 6" Dia. Waterline (Cap at Tee):	0	Each	\$ N/A THIS SCHEDULE	\$ N/A THIS SCHEDULE
B19	Concrete Plug for End of Abandoned Waterline:	16	Each	\$200.00	\$3,200.00
B20	Connection to Existing Waterline:	4	Each	\$1,200.00	\$4,800.00
B21	Remove and Replace Curb and Gutter:	80	L.F.	\$80.00	\$6,400.00
B22	Remove and Replace 4" Thick Concrete Flatwork (Sidewalk and Driveway):	100	S.Y.	\$20.00	\$2,000.00
B23	Asphalt Pavement Patching (3" HMA/ 10" UTBC):	2300	S.Y.	\$38.00	\$87,400.00
B24	Granular Backfill Borrow:	400	Tons	\$13.00	\$5,200.00
B25	Sediment Barriers at Storm Drain Catch Basins:	11	Each	\$145.00	\$1,595.00
B26	Install Dual Check Valve in Existing Meter Box (OWNER SUPPLIED VALVE AND FITTINGS)	50	Each	\$250.00	\$12,500.00

TOTAL OF ALL UNIT PRICES **Eight Hundred and Ninety-Three Thousand Six Hundred and Ten Dollars and 00/100 (\$893,610.00).**

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

ARTICLE 6- PAYMENT PROCEDURES

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

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

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

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on

account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

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

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

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

ARTICLE 7- INTEREST

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

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;

4. General Conditions;
5. Supplementary Conditions;
6. Specifications as listed in the table of contents of the Project Manual;
7. Drawings as listed in the table of contents of the Project Manual;
8. Addenda No: 1
10. Exhibits this Agreements;
 1. Notice to Proceed;
 2. CONTRACTOR's Bid;
 3. Documentation submitted by CONTRACTOR prior to Notice of Award;
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - Written Amendments;
 - Work Change Directives;
 - Change Order(s).
- B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

10.01 *Terms*: Terms used in this Agreement will have the meanings indicated in the General Conditions.

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

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

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

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

This Agreement will be effective on _____, 2022, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

ROY CITY CORPORATION

LEON POULSEN CONSTRUCTION

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]



Memorandum

To: Ross Oliver, Public Works Director
Brandon Edwards, Assistant Public Works Director
Matt Howard, Water and Sewer Superintendent
Roy City Corporation

From: John Bjerregaard, P.E.
Wasatch Civil Consulting Engineering

Date: December 16, 2022

Subject: **2023 Waterline Replacement Project**

Summary

An invitation to bid for the 2023 Waterline Replacement Project was advertised in the Ogden Standard Examiner on December 1st and 8th, 2022. In response, ten bids were received by the December 15th deadline. The low bid was \$893,610.00 from Leon Poulsen Construction. The engineer's project estimate was \$1,090,00.00. The bid from Leon Poulsen Construction has been reviewed and found to be complete and consistent with the bid requirements. Leon Poulsen Construction is an experienced, local contractor and has completed similar work for Roy City.

Recommendation

We recommend that Roy City award the contract for the 2023 Waterline Replacement Project - Schedules A & B to Leon Poulsen Construction for \$893,610.00. If you agree with this recommendation, please have the Mayor sign the attached Notice of Award and Contract Agreement. Once notified, the Contractor will have 14 days to respond with the following:

1. Signed Contract Agreement
2. Acknowledgment of Notice of Award
3. Certificate of Insurance
4. Performance and Payment Bonds

When all of the required documents have been submitted, we will schedule a pre-construction meeting for the project and the Notice to Proceed will be issued to the Contractor at the meeting. Construction can commence thereafter.

Background

This project includes replacing approximately 4,220 feet of waterline in streets. Existing waterlines within the project area are undersized and nearing the end of their service life.



2023 Waterline Replacement Project

Roy City Corporation

Bid Opening Date: December 15, 2022

				Engineer's Estimate		Leon Poulsen Construction		Braegger & Sons Construction		PNL Construction Inc.	
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule A											
A1	Mobilization and Traffic Control:	1	L.S.	\$35,000.00	\$35,000.00	\$24,230.00	\$24,230.00	\$30,000.00	\$30,000.00	\$39,500.00	\$39,500.00
A2	8" Dia. PVC C900 DR14 Pipe:	1920	L.F.	\$90.00	\$172,800.00	\$65.00	\$124,800.00	\$70.47	\$135,302.40	\$84.75	\$162,720.00
A3	4" D.I. Coupler:	1	Each	\$500.00	\$500.00	\$450.00	\$450.00	\$841.54	\$841.54	\$475.00	\$475.00
A4	6" D.I. Coupler:	1	Each	\$600.00	\$600.00	\$665.00	\$665.00	\$921.85	\$921.85	\$525.00	\$525.00
A5	8" D.I. Coupler:	2	Each	\$800.00	\$1,600.00	\$765.00	\$1,530.00	\$982.02	\$1,964.04	\$750.00	\$1,500.00
A6	8" x 4" D.I. Reducer	1	Each	\$900.00	\$900.00	\$770.00	\$770.00	\$897.67	\$897.67	\$750.00	\$750.00
A7	8" x 6" D.I. Reducer	1	Each	\$900.00	\$900.00	\$800.00	\$800.00	\$912.72	\$912.72	\$750.00	\$750.00
A8	8" D.I. 11.25 Degree Bend:	2	Each	\$1,100.00	\$2,200.00	\$1,075.00	\$2,150.00	\$1,000.80	\$2,001.60	\$500.00	\$1,000.00
A9	8" D.I. 22.5 Degree Bend:	3	Each	\$1,100.00	\$3,300.00	\$1,100.00	\$3,300.00	\$1,075.69	\$3,227.07	\$745.00	\$2,235.00
A10	8" D.I. 45 Degree Bend:	4	Each	\$1,100.00	\$4,400.00	\$1,300.00	\$5,200.00	\$1,081.17	\$4,324.68	\$745.00	\$2,980.00
A11	8" D.I. 90 Degree Bend:	0	Each	NA	NA	NA	NA	NA	NA	NA	NA
A12a	8" Thru X 8" Branch D.I. Tee (FL X FL X FL):	2	Each	\$2,000.00	\$4,000.00	\$1,600.00	\$3,200.00	\$1,583.27	\$3,166.54	\$1,120.00	\$2,240.00
A12b	8" Thru X 8" Branch D.I. Tee (MJ X MJ X MJ):	1	Each	\$1,600.00	\$1,600.00	\$1,400.00	\$1,400.00	\$1,672.77	\$1,672.77	\$1,080.00	\$1,080.00
A13a	8" D.I. Gate Valve w/ Valve Box (FL X MJ):	6	Each	\$3,000.00	\$18,000.00	\$2,850.00	\$17,100.00	\$3,276.76	\$19,660.56	\$2,450.00	\$14,700.00
A13b	8" D.I. Gate Valve w/ Valve Box (MJ X MJ):	1	Each	\$2,800.00	\$2,800.00	\$2,900.00	\$2,900.00	\$3,057.88	\$3,057.88	\$2,625.00	\$2,625.00
A14	Fire Hydrant Assembly:	4	Each	\$9,000.00	\$36,000.00	\$9,000.00	\$36,000.00	\$10,665.88	\$42,663.52	\$8,500.00	\$34,000.00
A15	Water Services:	42	Each	\$2,000.00	\$84,000.00	\$2,050.00	\$86,100.00	\$2,274.28	\$95,519.76	\$1,875.00	\$78,750.00
A16	Remove Existing Fire Hydrant:	3	Each	\$1,000.00	\$3,000.00	\$850.00	\$2,550.00	\$500.00	\$1,500.00	\$700.00	\$2,100.00
A17	Remove Existing Valve and Valve Box:	5	Each	\$800.00	\$4,000.00	\$850.00	\$4,250.00	\$1,500.00	\$7,500.00	\$225.00	\$1,125.00
A18	Abandon Existing 6" Dia. Waterline (Cap at Tee):	1	Each	\$1,000.00	\$1,000.00	\$585.00	\$585.00	\$500.00	\$500.00	\$350.00	\$350.00
A19	Concrete Plug for End of Abandoned Waterline:	14	Each	\$300.00	\$4,200.00	\$200.00	\$2,800.00	\$200.00	\$2,800.00	\$250.00	\$3,500.00



2023 Waterline Replacement Project

Roy City Corporation

Bid Opening Date: December 15, 2022

				Engineer's Estimate		Leon Poulsen Construction		Braegger & Sons Construction		PNL Construction Inc.	
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A20	Connection to Existing Waterline:	4	Each	\$3,500.00	\$14,000.00	\$1,200.00	\$4,800.00	\$2,000.00	\$8,000.00	\$3,500.00	\$14,000.00
A21	Remove and Replace Curb and Gutter:	80	L.F.	\$40.00	\$3,200.00	\$80.00	\$6,400.00	\$40.00	\$3,200.00	\$52.00	\$4,160.00
A22	Remove and Replace 4" Thick Concrete Flatwork (Sidewalk and Driveway):	0	S.F.	NA	NA	NA	NA	NA	NA	NA	NA
A23	Asphalt Pavement Patching (3" HMA/ 10" UTBC):	1870	S.Y.	\$45.00	\$84,150.00	\$38.00	\$71,060.00	\$34.71	\$64,907.70	\$38.00	\$71,060.00
A24	Granular Backfill Borrow:	400	Tons	\$35.00	\$14,000.00	\$13.00	\$5,200.00	\$24.50	\$9,800.00	\$28.00	\$11,200.00
A25	Sediment Barriers at Storm Drain Catch Basins:	7	Each	\$200.00	\$1,400.00	\$145.00	\$1,015.00	\$25.00	\$175.00	\$125.00	\$875.00
A26	Install Dual Check Valve in Existing Meter Box (OWNER SUPPLIED VALVE AND FITTINGS)	45	Each	\$250.00	\$11,250.00	\$250.00	\$11,250.00	\$10.00	\$450.00	\$185.00	\$8,325.00
Schedule A Total					\$508,800.00		\$420,505.00		\$444,967.30		\$462,525.00
Schedule B											
B1	Mobilization and Traffic Control:	1	L.S.	\$30,000.00	\$40,000.00	\$22,000.00	\$22,000.00	\$35,000.00	\$35,000.00	\$39,500.00	\$39,500.00
B2	8" Dia. PVC C900 DR14 Pipe:	2300	L.F.	\$90.00	\$207,000.00	\$65.00	\$149,500.00	\$70.47	\$162,081.00	\$84.75	\$194,925.00
B3	4" D.I. Coupler:	0	Each	NA	NA	NA	NA	NA	NA	NA	NA
B4	6" D.I. Coupler:	0	Each	NA	NA	NA	NA	NA	NA	NA	NA
B5	8" D.I. Coupler:	4	Each	\$800.00	\$3,200.00	\$765.00	\$3,060.00	\$982.02	\$3,928.08	\$750.00	\$3,000.00
B6	8" x 4" D.I. Reducer	0	Each	NA	NA	NA	NA	NA	NA	NA	NA
B7	8" x 6" D.I. Reducer	0	Each	NA	NA	NA	NA	NA	NA	NA	NA
B8	8" D.I. 11.25 Degree Bend:	2	Each	\$1,100.00	\$2,200.00	\$1,075.00	\$2,150.00	\$1,000.80	\$2,001.60	\$375.00	\$750.00
B9	8" D.I. 22.5 Degree Bend:	4	Each	\$1,100.00	\$4,400.00	\$1,100.00	\$4,400.00	\$1,075.69	\$4,302.76	\$745.00	\$2,980.00
B10	8" D.I. 45 Degree Bend:	1	Each	\$1,100.00	\$1,100.00	\$1,300.00	\$1,300.00	\$1,081.17	\$1,081.17	\$745.00	\$745.00
B11	8" D.I. 90 Degree Bend:	1	Each	\$1,100.00	\$1,100.00	\$1,150.00	\$1,150.00	\$1,033.19	\$1,033.19	\$750.00	\$750.00
B12a	8" Thru X 8" Branch D.I. Tee (FL X FL X FL):	2	Each	\$2,000.00	\$4,000.00	\$1,600.00	\$3,200.00	\$1,583.27	\$3,166.54	\$1,120.00	\$2,240.00
B13a	8" D.I. Gate Valve w/ Valve Box (FL X MJ):	6	Each	\$3,000.00	\$18,000.00	\$2,850.00	\$17,100.00	\$3,276.76	\$19,660.56	\$2,450.00	\$14,700.00
B14	Fire Hydrant Assembly:	4	Each	\$9,000.00	\$36,000.00	\$9,000.00	\$36,000.00	\$10,665.88	\$42,663.52	\$8,500.00	\$34,000.00



2023 Waterline Replacement Project

Roy City Corporation

Bid Opening Date: December 15, 2022

				Engineer's Estimate		Leon Poulsen Construction		Braegger & Sons Construction		PNL Construction Inc.	
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
B15	Water Services	50	Each	\$2,000.00	\$100,000.00	\$2,050.00	\$102,500.00	\$2,274.28	\$113,714.00	\$1,875.00	\$93,750.00
B16	Remove Existing Fire Hydrant:	4	Each	\$1,000.00	\$4,000.00	\$850.00	\$3,400.00	\$500.00	\$2,000.00	\$700.00	\$2,800.00
B17	Remove Existing Valve and Valve Box:	5	Each	\$800.00	\$4,000.00	\$850.00	\$4,250.00	\$1,500.00	\$7,500.00	\$225.00	\$1,125.00
B18	Abandon Existing 4" or 6" Dia. Waterline (Cap at Tee):	0	Each	NA	NA	NA	NA	NA	NA	NA	NA
B19	Concrete Plug for End of Abandoned Waterline:	16	Each	\$300.00	\$4,800.00	\$200.00	\$3,200.00	\$200.00	\$3,200.00	\$250.00	\$4,000.00
B20	Connection to Existing Waterline:	4	Each	\$3,500.00	\$14,000.00	\$1,200.00	\$4,800.00	\$2,000.00	\$8,000.00	\$6,500.00	\$26,000.00
B21	Remove and Replace Curb and Gutter:	80	L.F.	\$40.00	\$3,200.00	\$80.00	\$6,400.00	\$40.00	\$3,200.00	\$52.00	\$4,160.00
B22	Remove and Replace 4" Thick Concrete Flatwork (Sidewalk and Driveway):	100	S.F.	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$18.00	\$1,800.00
B23	Asphalt Pavement Patching (3" HMA/ 10" UTBC):	2300	S.Y.	\$45.00	\$103,500.00	\$38.00	\$87,400.00	\$34.71	\$79,833.00	\$38.00	\$87,400.00
B24	Granular Backfill Borrow:	400	Tons	\$35.00	\$14,000.00	\$13.00	\$5,200.00	\$24.50	\$9,800.00	\$27.00	\$10,800.00
B25	Sediment Barriers at Storm Drain Catch Basins:	11	Each	\$200.00	\$2,200.00	\$145.00	\$1,595.00	\$25.00	\$275.00	\$150.00	\$1,650.00
B26	Install Dual Check Valve in Existing Meter Box (OWNER SUPPLIED VALVE AND FITTINGS)	50	Each	\$250.00	\$12,500.00	\$250.00	\$12,500.00	\$10.00	\$500.00	\$185.00	\$9,250.00
Schedule B Total					\$581,200.00		\$473,105.00		\$504,940.42		\$536,325.00
					\$ 1,090,000.00		\$ 893,610.00		\$ 949,907.72		\$ 998,850.00

Other Bids:

- 4 3XL Construction - \$1,024,027.00
- 5 Ormond Construction - \$1,078,870.45
- 6 Geneva - \$1,078,989.60
- 7 CT Davis - \$1,119,343.00
- 8 Paragon Construction - \$1,126,769.00
- 9 Tonco - \$1,143,867.00
- 10 AAA Excavating - \$1,171,933.00

Project Engineer _____
John Bjerregaard

NOTICE OF AWARD

DATED: _____

TO: LEON POULSEN CONSTRUCTION

ADDRESS: 1675 S. 1900 W. OGDEN, UT 84401

PROJECT: 2023 WATERLINE REPLACEMENT PROJECT

You are notified that your Bid dated December 15, 2022, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the 2023 Waterline Replacement Project (Schedules A & B). The Contract Price of your Contract is Eight Hundred and Ninety-Three Thousand Six Hundred and Ten Dollars and 00/100 (\$893,610.00).

Actual total price will be based on the sum of work items completed (as measured in the field) multiplied by the unit prices for each item.

One copy of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award:

1. Submit a Signed Contract Agreement
2. Submit a Payment Bond
3. Submit a Performance Bond
4. Submit Certificates of Insurance as specified in General and Supplementary Conditions

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

Roy City Corporation
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

NOTICE TO PROCEED

Dated: _____

TO: LEON POULSEN CONSTRUCTION

ADDRESS: 1675 S. 1900 W. OGDEN, UT 84401

PROJECT: 2023 WATERLINE REPLACEMENT PROJECT

You are notified that the Contract Times under the contract for the project listed above will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of completion is _____.

Before starting any Work at the Site, you must provide certificates of insurance to the owner, as required by the Supplementary Conditions. Also, you must notify the City's designated Public Works Inspector, prior to commencement of construction activities.

Roy City Corporation
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: 3 January 2023

Agenda Item Number: Discussion Item #1

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

Prepared By: Bob Dandoy

Background:

During the 1 Nov 2022 City Council meeting, Officer Kearn 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.

Officer Kearn's 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.

During the Dec 6, 2022, City Council meeting it was decided to establish a temporary committee to further review the proposal to change the Title 6 Ordinance. This would require Officer Kearn's attendance.

Although two of the Council members indicated they would like to be part of the discussion, it wasn't clear if others were interested. If so, we can call for a public council work session.

Question – Does the Council want to hold a work session that would include three or more council member involvement? Or only involve two council members with a committee meeting?

If we call a work session, all interested residents would be able to attend and provide comments. If we call a temporary committee meeting, only two council members and maybe two residents would be involved, but it would be closed to the public. The committee should take into consideration existing ordinances that address street parking in Title 6, to include the winter weather parking ordinance, and off-street parking on front yards (see attached).

We will try to setup the work session or committee meeting in January 2023.

Recommendation (Information Only or Decision): Decision

Contact Person / Phone Number: Bob Dandoy /

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;

Officer Kearl's 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.

Additional Municipal Ordinances that address Parking

10-10-32 PARKING IN RESIDENTIAL ZONES

In all residential zones, no vehicle parking shall be permitted in front yard setback areas between the front property line and the front line of the building, except on driveways located in residential zones that directly access a garage or carport. Accessory parking space for vehicles outside of the front yard setback area is permitted on an approved all-weather surface such as concrete, asphalt, gravel (weed free), or road base (weed free), as long as it is accessible to and from a legal access point on the same parcel. At any time, no portion of a vehicle may be over the street right-of-way line or obstruct a sidewalk.

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

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:

- No person shall park or leave a vehicle on any city street when it is snowing or snow is on the street. (Ord. 663,2-20-1990) (Ord. 18-21, 10-2-2018)
- Any vehicle left unattended upon a street or alley and so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic;

10-19-1 PURPOSE

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

10-19-2 GENERAL PROVISIONS

6. No sidewalk, trail, or required landscape area shall be used for the off-street parking of any vehicle(s), or as a loading area.

10-19-6 LOCATION OF REQUIRED OFF-STREET PARKING

2. No required off-street parking spaces shall be permitted in any front yard setback or in any street side yard setback

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: 3 January 2023

Agenda Item Number: Discussion Item #2

Subject: Concert in the Park RAMP Grant Application

Prepared By: Bob Dandoy

Background:

The Arts Council is scheduling 6 Concert in the Park events from June to Aug 2023. These are local performers who bring different skills and talents the stage. The estimated cost is \$3,000 plus the cost of stage signage and flyers. The estimate cost includes performers and sound/light contractor(s) for each performance. The plan is still to use the Southwest Library outside amphitheater. The Arts Council is planning to invest about 50 volunteer hours into these events.

The Parks & Recreation team is working the RAMP Grant and could combine other events into one RAMP Grant request. There is a possibility that Roy City may need to establish matching funds to support the Concert in the Park events. If so, those funds will come from the Roy City Legislative contingency funds that support the City Manager and City Council. The FY 2023 proposed Legislative budget is \$472,687 and the contingency portion of that budget is \$23,000.

Recommendation (Information Only or Decision):

Decision to approve the RAMP Grant application

Contact Person / Phone Number: Bob Dandoy /

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: 3 January 2023

Agenda Item Number: Discussion Item #3

Subject: Status of the Updated General Plan and Moderate-Income Housing Report

Prepared By: Bob Dandoy

Background:

On December 14, 2021, the Planning Commission approved recommendations to update the City's General Plan and forwarded the Plan to the Council for considerations and final approval. On Feb 22, April 5 and April 27, 2022, the City Council held workshops to discuss the proposed General Plan recommendations and offered some changes to the Plan. These changes required the city staff to establish a contract modification with an increase cost of \$15,000, which the city council approved.

On 18 Nov 2022, Roy City Mayor and Council received a letter from the Department of Workforce Services indicating that the city's 2022 Moderate Income Housing (MIH) Report submitted two months earlier was non-compliant. The letter provided notification that a corrected report must be re-submitted before the 16 Feb 2023.

Before this important MIH report is resubmitted back to DWS, it required both the Planning Commission to review and the City Council to approve. Given there are only two more scheduled City Council meetings before it is due, it is important that a status update be provided. We must include enough time to allow the Council to provide feedback to the final report before it is re-submitted.

Recommendation (Information Only or Decision): Information Only

Contact Person / Phone Number: Steve Parkinson /

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: 3 January 2023

Agenda Item Number: Discussion Item #4

Subject: Status of the 16 Homes in Riverdale who are Receiving Roy Culinary Water.

Prepared By: Bob Dandoy

Background:

In a City Council meeting in late 2022, the city manager notified the Council that homes along the east boundary that joins Roy and Riverdale had a culinary waterline failure requiring Roy City to provide temporary assistance until the situation was resolved. This agenda item is to get status of the services being provided. The two issues here are: is Riverdale property owners being charged double on their monthly water bill and how long do we expect the requirement to continue. Is Riverdale taking action to resolve their problem.

The reason for knowing status is based on important Roy City policies when providing culinary water to properties outside of the municipality. The requirement is that if Roy City is providing water to properties outside of the city, those home/business owner are required to pay double the monthly amount than a home/business owner located within the city. The reasoning behind this was that Roy City taxpayers are responsible to fund all infrastructure improvements in-order to provide water. Those property owners outside of the Roy City do not pay for Roy City infrastructure through their property taxes or any other tax, therefore the added monthly increase in cost was to help offset the associated maintain expenses.

Recently, Roy City needed to replace a water line in this area across the railroad track between 1750 West and 1700 West, north of Riverdale Road. It cost the city over \$100,000 to place a larger waterline at that location. Good chance this upgraded waterline is servicing those Riverdale homes / business who have found themselves needing water. Assuming this is the case, it would service only 2 of the 12 properties located in Roy City. The other 10 properties, both residents and businesses, north of this location are in Riverdale.

The other issues that Roy City has addressed recently involves using boundary adjustments to bring properties into Roy City who are drawing on Roy City services. Although it is unlikely these property owners or Riverdale City for that matter would consider it, it does reduce the costs to property owners if they are located within City boundary when drawing from our services.

Roy City does have a water delivery agreement (see attached) with West Haven that was signed on July 18, 2006. It remains valid until July 18, 2036. This agreement calls for Roy City to provide surplus culinary water to the water district that services West Haven. There is no such agreement with Riverdale.

Recommendation (Information Only or Decision): Information Only

Contact Person / Phone Number: Bob Dandoy

SURPLUS WATER SALES AGREEMENT

This SURPLUS WATER SALES AGREEMENT ("Agreement") is made and entered into by and between the City of Roy, a municipal corporation organized under the laws of Utah ("Roy City") and the West Haven Special Service District ("WHSSD"), a municipality of the State of Utah.

RECITALS

A. WHEREAS, Roy City owns and operates a water distribution system and is empowered to acquire water and water rights and to construct the necessary facilities to produce, treat, store and distribute its water and enter into contracts with public and private entities for the purchase and delivery thereof; and

B. WHEREAS, Roy City provides water service to its inhabitants, and has surplus water (as described in UTAH CODE ANN. §10-8-14, as amended) from water sources within its ownership or control that is available for purchase by WHSSD; and

C. WHEREAS, a municipality may sell and deliver "surplus" water not required by the municipality or its inhabitants to others beyond the limits of the municipality as provided in Utah Code Annotated §10-8-14; and

D. WHEREAS, Roy City is willing to make surplus water available to WHSSD for purchase by WHSSD for sale and delivery to its residents for municipal, domestic and other beneficial uses.

NOW, THEREFORE, for the mutual promises herein contained and other good and valuable consideration herein described, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Sale of Surplus Water. After satisfaction of the conditions stated in paragraphs 2, 3 and 4 of this Agreement, Roy City will annually make surplus culinary water available to WHSSD in an amount not to exceed 500 acre feet per year, and WHSSD will purchase from Roy City so much of the available surplus culinary water as may be required to serve WHSSD for its municipal, domestic and other beneficial uses. Nothing in this Agreement shall be construed to preclude or limit the ability of Roy City to make additional surplus culinary water, in excess of the amount stated above, available to WHSSD should the parties agree to do so.

2. State Engineer Approval. Roy City must obtain final nonappealable approval from the State Engineer of Utah for Roy City's surplus water to be sold to WHSSD for its beneficial use.

3. Delivery Line Construction. WHSSD shall purchase, construct, operate, maintain, repair and/or replace, at its sole expense and without any cost or other obligation to Roy

City any delivery lines, appurtenant fixtures, or other facilities involved in making surplus water available to WHSSD from the Roy City detention basin located at 4000 South 2450 West, Roy, Utah.

4. Metering Station. WHSSD shall purchase and construct, at its sole expense and without any cost to Roy City a metering station at the northeast corner of the 4000 South detention basin property. After Roy City's final acceptance as determined by Roy City's engineer, Roy City shall own, operate and maintain the metering station.

5. Contractor Selection. WHSSD shall get Roy City's concurrence in the selection and hiring of a contractor to perform any work required under this agreement.

6. Place of Delivery. Roy City will deliver surplus water to WHSSD at the point of delivery located at the outlet side of meter at the metering station on the northeast corner of the 4000 South detention basin.

7. Terms of Payment.

(a) WHSSD shall pay to Roy City \$150.00 per acre foot for surplus culinary water delivered to West Haven. The per-acre-foot rate charge shall be subject to adjustment annually for increases in utility fees. Roy City shall also make adjustments for decreases in utility fees, but the adjustments shall never result in charges less than \$150 per acre foot. Adjustments shall be made by Roy City beginning July 1, 2007 and every year thereafter for the term of this Agreement. The parties acknowledge that the citizens of Roy subsidize the water rights and water facilities of Roy City and that WHSSD will serve West Haven residents who have not participated in such subsidy. In the event that any Court having jurisdiction declares or rules that the rates charged herein are not reasonable, Roy City may terminate this Agreement.

(b) All charges shall be billed monthly and WHSSD shall pay in full the undisputed portion of the charges within 30 days of the billing statement date. Roy City may assess interest or late payments at an annual interest rate of twelve percent (12%) (based on a 360-day year comprised of twelve 30-day months.) Should WHSSD in good faith dispute the amount of any billing, WHSSD shall notify Roy City of the disputed portion of the bill and of the basis for the dispute on or before the due date of the subject billing statement. Roy City and WHSSD agree to attempt in good faith to resolve billing disputes and WHSSD agrees to pay any unpaid amount due Roy City promptly after resolution of the disputed amount.

(c) Should WHSSD question the accuracy of the meter that measures the amount of water delivered to WHSSD, the meter shall be tested by an expert that is mutually acceptable to Roy City and WHSSD. If the meter is found to be inaccurate by more than 5%, bills for the current billing period shall be adjusted accordingly and the meter shall either be repaired and retested, or replaced and the replacement meter tested, at the sole cost of Roy City. Before the repaired meter or the new meter may be placed into service, however, they must test to an accuracy of no more than

plus or minus 3%. If the test shows the meter to be accurate within 5%, the cost of the test shall be paid by WHSSD. If the test reflects that the meter is inaccurate by more than 5%, the cost of the test shall be paid by Roy City. WHSSD may not request that the meter be tested more than twice during any calendar year. Roy City may, at its cost, test the accuracy of the meter as frequently as Roy City may desire.

8. Water Shortage. If it appears that, because of water shortages, Roy City cannot make available to WHSSD each month surplus culinary water upon 180-day notice to WHSSD, Roy City may terminate such water sales. In the event of an emergency resulting in temporary interruptions in water deliveries, such as a break in the main line, etc., Roy City may reduce water deliveries to WHSSD upon providing reasonable notice to WHSSD.

9. Change Applications. Roy City shall make any change application or other filing required by Utah law or the State Engineer concerning the water covered pursuant to this Agreement, and any Change Application or other filing made pursuant to this paragraph shall be in Roy City's name, and at Roy City's sole expense, except for payments identified herein. WHSSD shall cooperate with and support Roy City in filing and prosecuting such Change Applications. Such cooperation and support shall include, but not be limited to, not protesting the Change Applications, requiring that its members not protest such Change Applications, testifying in support of such Change Applications, and providing all information necessary to Roy City for the filing and prosecution of such Change Applications.

10. Use of Water. The water made available each year under this Agreement shall be used by WHSSD solely for municipal, domestic and other beneficial uses.

11. Effective Date and Term of Agreement. This Agreement shall be effective July 18 2006 and shall continue for 30 years. The parties, however, may terminate this Agreement at any other time upon their mutual and written consent. Also, Roy City or WHSSD shall have the right to terminate this Agreement upon thirty (30) days' prior written notice if: (1) either party breaches any material provision of the Agreement and fails to cure the same within the said thirty (30) days, or (2) if due to circumstances beyond the breaching party's control the cure cannot be reasonably effectuated within the said thirty (30) days and the breaching party fails to cure the same within a reasonable period working with due diligence. Either party may terminate this agreement for convenience upon two years' prior written notice.

12. Sale to Third Party. Should Roy City enter into an agreement to sell or otherwise supply water for use outside of the incorporated limits of Roy City to any third party after the effective date of this Agreement, the rights of said third party under that agreement shall be junior and inferior to the rights of WHSSD under this Agreement.

13. Ownership. WHSSD will own any delivery lines, appurtenant fixtures, or other facilities downstream from the metering facility.

14. Indemnity. Each party agrees to defend, pay on behalf of, indemnify, and hold harmless the other party, its elected and appointed officials, employees, agents and volunteers against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the other party, its elected and appointed officials, employees, agents, or volunteers for injury or damage of any kind which arises out of or is in any way connected or associated with this contract and the negligent conduct of the offending party.

15. Insurance. Without limiting Roy City's right to indemnification as set out above in section 14, and notwithstanding the mutual indemnification provisions therein, WHSSD/West Haven City shall require its contractor to secure prior to commencing any work under this Contract, insurance coverage as follows:

- (1) Worker's Compensation Insurance: In addition to other required insurance, the Contractor shall obtain and maintain during the life of the Construction Contract, worker's compensation insurance as required by the State of Utah for all Contractor's employees employed at the site of the work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide worker's compensation insurance for the latter's employees, unless such employees are otherwise covered and protected as required by Laws and Regulations.
- (2) Commercial General Liability Insurance (CGL): Contractor shall secure and maintain during the life of the Construction Contract and at all times thereafter when Contractor may be correcting, removing or replacing Defective Work, a Commercial General Liability Insurance policy. This policy shall be at least as broad as the Insurance Services Office Commercial General Liability coverage ("Occurrence" form). The policy shall protect the Contractor, the City, the Engineer, and any subcontractor performing work covered by the Construction Contract form claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from Contractor's operations under this Construction Contract, whether such operations be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either of them. Unless specified otherwise in the Supplementary Conditions, the minimum amounts of such insurance for each occurrence shall be the greater of either the minimum amounts stated in Section 63-30-34 Utah Code Annotated, or \$1,000,000 combined single limit per occurrence \$4,000,000 aggregate, for bodily injury, personal injury and property damage. If State of Utah limits are increased or limits are declared to be unconstitutional, policy limits shall be increased to new State of Utah limits or, in the event of unconstitutionality, \$4,000,000.
- (3) Business Automobile Liability Insurance: Whenever Contractor or any subcontractor shall use or operate automobiles, trucks or other vehicle on public streets and highways in complying with the terms and conditions of the Construction Contract,

Contractor or each Subcontractor shall carry business liability insurance with limits of not less than the greater of either \$1,000,000 combined single limits per accident for bodily injury and property damage or, in the minimum amounts of coverage stated in Section 63-30-34, Utah Code Annotated. If State of Utah limits are increased or limits are declared to be unconstitutional, policy limits shall be increased to new State of Utah limits, or in the event of unconstitutionality, \$2,000,000.

- (4) WHSSD shall also maintain for the entire term of this agreement a Commercial General Insurance policy with an insurance company and in amounts that are acceptable to Roy City. Both WHSSD and its contractors or subcontractors insurance policies should list Roy City and its officials, employees, agents and volunteers as additional insureds. All Commercial General Liability Insurance, Business Automobile Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days advance written notice of cancellation, nonrenewal reduction and/or material change shall be sent to: Chris Davis, Roy City Manager, 5051 South 1900 West, Roy City, Utah 84067.

16. Force Majeure. In case by reason of *force majeure*, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then each such party shall give notice and full particulars of such *force majeure* in writing to the other party within a reasonable time after occurrence of the event or cause relied on, and the obligations of the party giving such notice, so far as it is affected by such *force majeure*, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove and overcome such inability with all reasonable dispatch. The term "*force majeure*" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Utah, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery or collection lines, partial or complete inability of Roy City to transport culinary water to West Haven on account of any other cause not reasonably within the control of the party claiming such inability.

17. No Third-Party Beneficiaries/No Joint Venture. This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties. This Agreement shall not constitute a joint venture or joint undertaking between Roy City and WHSSD and does not constitute a combining of the two water systems.

18. Notices. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when personally delivered or sent by certified or registered United States Mail to the respective addresses of Roy City and WHSSD as set forth below or delivered by confirmed telefax to the telephone numbers listed below.

If to Roy City:

City of Roy

c/o Mayor of Roy City
5051 South 1900 West
Roy City, Utah 84067

with a copy to:

If sent to WHSSD:

19. Compliance. Both parties agree to comply with all federal, state and local laws during the entire term of this agreement.
20. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.
21. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and supersedes any prior understanding, representation, or agreement of the parties regarding the subject matter hereof.
22. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
23. No Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute waiver of that or any other right, unless expressly provided herein. Either party may, by written notice delivered in the manner provided in this Agreement, but shall not be under obligation to, waive any of its rights or any conditions to its obligations hereunder, or any covenant or duty of any other party. No waiver shall affect or alter the remainder of this Agreement, and each and every covenant, duty, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
24. Persons Bound by Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
25. Attorneys Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called upon to pay, a reasonable sum for the prevailing party's attorney's fees.
26. Authorization. Each individual executing this Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth for which he or she signs.

27. Rights and Remedies. The parties shall have all rights and remedies provided under Utah law for a breach or threatened breach of this Agreement. Such rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

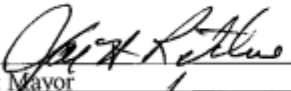
28. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement that are necessary and proper to make effective the provisions of this Agreement.

29. Execution of Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

30. Severability. In the event that any provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other provision herein contained. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be valid to the extent of the scope or breadth permitted by law.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

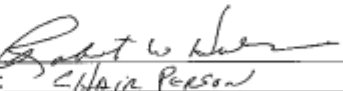
ROY CITY

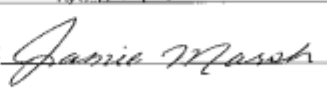
By: 
Title: Mayor

Attest: 
City Recorder

Date: July 18, 2006

WEST HAVEN SPECIAL SERVICE
DISTRICT

By: 
Title: Chair Person

Attest: 

Date: 7/20/06

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: 3 January 2023

Agenda Item Number: Discussion Item #5

Subject: Using Cell Phones or Computers to Review / Transmit Texts and/or Electronic Messages During Open Public Meetings

Prepared By: Bob Dandoy

Background:

Over the last year I have received several comments from residents questioning why council members are operating cell phones during the public meetings. As mayor I've not notice if this situation is occurring simply because I try to focus on the agenda items, public engagement issues, and documenting the details of the meeting. However, after reviewing several previous Roy City Council Meetings videos on YOUTUBE, it appears that Council Members were doing something with their cell phones thus supporting some public perception that the members were not actively engaged in the meeting.

The Utah Code is somewhat silent on this issue except in Utah Code 52-4-210 which states; "Nothing in this chapter shall be construed to restrict a member of a public body from transmitting an electronic message to other members of the public body at a time when the public body is not convened in an open meeting". Clearly the state code specifically does NOT allow a Council Member to be transmit electronic messages between members while in a public open meeting (see attachment). The obvious reasoning behind this code would be this type of communication is not being captured as part of the official public record.

Regardless, having any Council Member using a cell phone or computer during an official public meeting to read e-mails and/or social media posts, review text messages, or convey messages with anyone when they should be engaged in the public business is concerning. As Council Members, we are required to listen, ask questions, and assess the information with our full attention before rendering a vote.

However, what is not known in the videos is whether the council members are using a cell phone or computer to review the Council packet information or other relevant meeting material. The problem here is public perception. We honestly cannot leave the public wondering if decisions being made are arbitrary or capricious. We just simply need to mute our cell phone and NOT break it out during our meetings.

Something to think about, many cities council chambers have been equipped with computer monitors at each member location that easily projects applicable information including charts, packets, ...etc. Maybe we need to put into next year's budget funding to add computer monitors (see attachment) at each member seat location.

Recommendation (Information Only or Decision): Information Only

Contact Person / Phone Number: Bob Dandoy

Utah Code Title 52 – Public Officers, Chapter 4 – Open and Public Meetings Act Part 1 – General Provisions

52-4-102. Declaration of public policy.

- (1) The Legislature finds and declares that the state, its agencies and political subdivisions, exist to aid in the conduct of the people's business.
- (2) It is the intent of the Legislature that the state, its agencies, and its political subdivisions:
 - a. take their actions openly; and
 - b. conduct their deliberations openly.

52-4-103. Definitions.

As used in this chapter:

- 3)
 - (a) "Convening" means the calling together of a public body by a person authorized to do so for the express purpose of discussing or acting upon a subject over which that public body has jurisdiction or advisory power
 - (b) "Convening" does not include the initiation of a routine conversation between members of a board of trustees of a large public transit district if the members involved in the conversation do not, during the conversation, take a tentative or final vote on the matter that is the subject of the conversation
- 5) "Electronic message" means a communication transmitted electronically, including
 - (a) electronic mail;
 - (b) instant messaging;
 - (c) electronic chat;
 - (d) text messaging, as that term is defined in Section 76-4-401; or
 - (e) any other method that conveys a message or facilitates communication electronically
- 6)
 - (a) "Meeting" means the convening of a public body or a specified body, with a quorum present, including a workshop or an executive session, whether in person or by means of electronic communications, for the purpose of discussing, receiving comments from the public about, or acting upon a matter over which the public body or specific body has jurisdiction or advisory power
 - (b) Meeting" does not mean a chance gathering or social gathering
- 7) "Monitor" means to hear or observe, live, by audio or video equipment, all of the public statements of each member of the public body who is participating in a meeting
- 14) "Transmit" means to send, convey, or communicate an electronic message by electronic means

Utah Code Title 52 – Public Officers, Chapter 4 – Open and Public Meetings Act Part 2 – Meetings

52-4-210. Electronic message transmissions.

Nothing in this chapter shall be construed to restrict a member of a public body from transmitting an electronic message to other members of the public body at a time when the public body is not convened in an open meeting.

Computer Monitors at each Council Member Seat Location

Ogden City Council



Provo City Council



Clearfield City Council Chamber

