

ROY CITY

Roy City Council Agenda
July 19, 2016 – 6:00p.m.
Roy City Council Chambers
5051 South 1900 West

Moment of Silence and Pledge of Allegiance: Councilmember Hilton

1. Approval of July 5, 2016, City Council Minutes
2. Consideration of Resolution No. 16-36 Honoring Kaden and Carson Kimber for their Extraordinary Efforts in Supporting the Families of the Fallen Police Officers in Dallas, Texas
3. Environmental Update Presentation by Hill Air Force Base - Jarrod Case
4. Consideration of Resolution No. 16-32 Approving Ambulance Transportation Rates and Charges
5. Consideration of Resolution No. 16-33 Approving an Interlocal Cooperation Agreement for Paramedic aboard Charges
6. Consideration of Resolution No. 16-30 Approving an Interlocal Agreement between Roy City and Sunset City for the Provision of Management and Collection Procedures for Sewer Services
7. Consideration of Resolution No. 16-34 Approving an Interlocal Agreement for Law Enforcement Narcotic and Gang Strike Force Services
8. Consideration of Resolution No. 16-35 Approving an Contract with Advanced Paving and Construction, LLC for the George Wahlen North Park Parking Lot Project, Phase 1
9. City Managers Report
10. Public Comments
11. Mayor and Council Report
12. Adjourn

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.

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 15th day of July, 2016. A copy was also provided to the Standard Examiner and posted on the Roy City Website on the 15th day of July, 2016.

Amy Mortenson
Roy City Recorder

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



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Roy City Council Minutes
July 5, 2016 – 6:00p.m.
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1. Approval of June 21, 2016, City Council Minutes
2. Award of Employee(s) of the Month for July 2016
3. **6:00 p.m.** – Public Hearing to Consider a Request to Amend the General Plan (Future Land Use Map) from Commercial to Very High, Multi-Family Residential and the Zoning Map from CC (Community Commercial) and R-1-8 (Single-family residential) to R-4 (Multi-Family Residential), for Property Located at Approximately 4500 South 1900 West
4. Consideration of Ordinance No. 16-6 Amending the General Plan (Land Use Map) from Commercial to Very High Density, Multi-Family on Property Located at Approximately 4500 South 1900 West
5. Consideration of Ordinance No. 16-7 Amending the Zoning Map from R-1-8 and Community Commercial to R-4 for property located at Approximately 4500 South 1900 West
6. **6:00 p.m.** – Public Hearing to Consider a Request to Amend Title 10 Zoning Regulations; for the chapters: 3 – Administration, 23 – Nonconforming Uses, 25 – Variances and 28 – Appeals, to Remove the “Board of Adjustments” from the Title and Replace it with “Hearing Officer”
7. Consideration of Ordinance No. 16-8 Amending Title 10; Chapters 3; 23; 25 and 28 to Remove Board of Adjustments and add Hearing Officer
8. **6:00 p.m.** – Public Hearing to Consider a Request to Amend Title 13 Sign Regulations; Chapter 4 – Regulations of Signs. To Remove from 13-4-3 B 3 b 5) & 13-4-3 B 4 a 2) “site or development” and Replace it with “business entity” adding 13-2-1 a Definition of “business entity”
9. Consideration of Ordinance No.16-9 Amending Title 13 to remove Site or Development and Replace it with Business Entity
10. **6:00 p.m.** – Public Hearing to Consider a Request to Amend Title 10 Zoning Regulations; chapter 17 – Table of Uses, to Remove “Grooming” from the Use Description of “Kennel” and add a category, to include that there is no boarding, breeding or selling of pets.
11. Consideration of Ordinance No. 16-10 Amending Title 10 Chapter 17 to Remove “Grooming” from the Use Description of “Kennel” and make it its own Use Category
12. **6:00 p.m.** – Public Hearing to Consider an Request to Amend the General Plan (Future Land Use Map) from Medium Density, Single-Family Residential to Very High, Multi-Family Residential and the Zoning Map from R-1-8 (Single-family residential) to R-3 or R-4 (Multi-Family Residential), for Property Located at Approximately 5154 South 2700 West
13. Consideration of Resolution No. 16-28 Declaring Certain Property as Surplus and Authorizing its Sale



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14. Consideration of Resolution No. 16-29 Amending the Amount Presented as the FY 2017 Operating Budget for the Water and Sewer Utility Enterprise Fund
15. Consideration of Resolution No. 16-30 Approving an Interlocal Agreement between Roy City and Sunset City for the Provision of Management and Collection Procedures for Sewer Services
16. Consideration of Resolution No. 16-31 Announcing Roy City's Intent to Annex Unincorporated Islands and Peninsulas
17. North Park Presentation
18. Discussion of City Flag
19. City Managers Report
20. Public Comments
21. Mayor and Council Report
22. Motion to Hold a Closed Meeting to discuss the Character, Professional Competence, or Physical or Mental Health of an Individual(s) – This Closed Meeting will Held in the Administration Conference Room
23. Adjourn



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Minutes of the Roy City Council Meeting held July 5, 2016, at 6:00 p.m. in the City Council Chambers of the Roy City Municipal Building.

The meeting was a regularly scheduled meeting designated by resolution. Notice of the meeting was provided to the *Standard Examiner* at least 24 hours in advance. A copy of the agenda was posted.

The following members were in attendance:

Mayor Willard Cragun
Councilmember Marge Becraft
Councilmember Bob Dandoy
Councilman Brad Hilton
Councilmember Dave Tafoya
Councilmember Karlene Yeoman

City Manager Andy Blackburn
City Recorder Amy Mortenson

Also present were: Cathy Spencer, Management Services Director; Carl Merino, Police Chief; Travis Flint, Parks and Recreation Director; Jody Call, Parks and Recreation Supervisor, Steve Parkinson, Planner; John Wallace, Sharon Wallace, Wendy Morgan, James Duffy, Karen Duffy, Steve Pollock, Susan Pollock, Justin Ropelato, Garrett Seely, Jenara Weaver, DL Thurman, Kay Buckley, Mandie Worton, Matt Andrews, Lynette Stoddard, Jackson Weaver, Tanya Jeet, Jared Roper, Natalie Roper, Gennie Kirch, Eddie Arane, Devan Winget and Cindy Winget.

Moment of Silence: Councilmember Dandoy
Pledge of Allegiance: Councilmember Dandoy

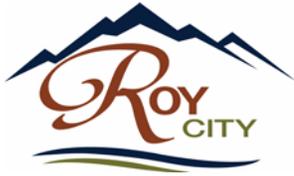
1. APPROVAL OF JUNE 21, 2016, MINUTES

Councilmember Tafoya moved to approve the minutes of June 21, 2016, as written. Councilmember Becraft seconded the motion. All Councilmembers voted “aye.” The motion carried.

2. AWARD OF EMPLOYEE(S) OF THE MONTH FOR JULY 2016

Management Services Director, Cathy Spencer nominated Matt Andrews and Mandie Worton as July Employees of the Month. Mrs. Spencer stated Matt worked to have the city set up on a website that would allow us to sell surplus property. Mandie helped Matt add recent surplus property on the website and the city was very successful in selling items that were declared as out dated or surplus.

Councilmember Hilton added that he really appreciated Mandie and Matt thinking outside the box



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and commended their hard work.

Councilmember Yeoman moved to approve Matt Andrews and Mandie Worton as Employees of the Month for July, 2016. Councilmember Hilton seconded the motion. All Councilmembers voted “aye.” The motion carried.

3. PUBLIC HEARING TO CONSIDER A REQUEST TO AMEND THE GENERAL PLAN (FUTURE LAND USE MAP) FROM COMMERCIAL TO VERY HIGH, MULTI-FAMILY RESIDENTIAL AND THE ZONING MAP FROM CC (COMMUNITY COMMERCIAL) AND R-1-8 (SINGLE-FAMILY RESIDENTIAL) TO R-4 (MULTI-FAMILY RESIDENTIAL), FOR PROPERTY LOCATED AT APPROXIMATELY 4500 SOUTH 1900 WEST

Councilmember Yeoman moved to open the public hearing. Councilmember Becraft seconded the motion. All Councilmembers voted “aye.” The motion carried.

City Planner, Steve Parkinson stated the property being discussed is mostly vacant. The General Plan calls for the entire area to be Commercial but the current zoning map has mixed uses and is splint zoned. Mr. Parkinson stated the applicants were present and the council could ask them any questions they have. He also stated the Planning Commission held a public hearing last week where the vote was 6 to 1 in favor of allowing the General Plan amendment and the rezone request.

Councilmember Hilton stated that when the Council had a Work session they talked about the property being commercial and even talked about putting a moratorium on high density, multi-family housing until they got their General Plan, Future Land Use and Zoning maps all together on the same page. He wondered why that hadn't been done as of yet. Councilmember Hilton stated it was the council's intent to have the property along 1900 commercial.

Councilmember Tafoya said we need to set a plan and continue on and go with the goal and vision the council originally agreed on.

Councilmember Hilton stated he did like the project. However, the City Council previously requested for the property to be zoned commercial.

Councilmember Dandoy said he would like to hear what the public had to say.

Mayor Cragun Opened to floor to Public Comments:

Lou Brown stated he grew up in Roy and is one of 5 owners of the property. For many years he had hoped the property could be developed as commercial. He now, as an experienced commercial developer doesn't feel this property is best suited for commercial.

Mr. Brown stated town home development has many advantages. It is affordable housing for teachers, police and retirees. When you have ownership you take pride in your investment and are making a sound financial decision. The people who buy into these projects will be valuable assets



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to the Roy City community.

Councilmember Tafoya asked Mr. Brown why he didn't just develop what's already there as an R-4.

Mr. Brown said the developer needs the property to be zoned one way so everything flows and so he has an efficient way out with the roads laid out in an appropriate manner and he can get the density affordable so you can make the job pencil and market it.

Councilmember Dandoy asked if there were any plans to connect to the City roads to the north and south. Mr. Parkinson stated 1900 is a state road and that is something the developer would have to work out with the State.

Councilmember Dandoy also asked how many units total would be built there? Mr. Parkinson stated there are 7.5 acres at 12 units per acre. So close to 90 units. Councilmember Dandoy was concerned about the effect on traffic.

Jeannie Kirch, 1951 West 4335 South stated she would like to make a request that they cannot put a connecting road to 1900 on 4550 South. She has watched the traffic there and feels the road cannot handle the traffic. She also stated that the development before the council is for town homes. She said she would hate to see this be R-4 and have it all go apartments. Mrs. Kirch said they are also tearing down the two homes on the south and two home and the 4-plex on the north and in those we have 6 to 7 families impacted and they have been long term tenants of Roy City. She would really hate to see them lost.

Howard Layton, stated he is a commercial real estate appraiser and also a broker of commercial properties. He stated the Brown family had contacted him to assist them in evaluating what to do with the property. Mr. Layton said his company conducted some studies regarding the property and have determined that the best use for this property would be a multi-family use. Traffic counts are not good enough to support a commercial type of use. Mr. Layton said he would be happy to answer any questions.

Mayor Cragun said the Commercial goes to Riverdale and they don't get any multi-family use. He stated Roy City has had its share of multi-family units recently.

Mr. Layton said unfortunately commercial development isn't if you build it they will come. He said this site is marginal at best. The property is in an aging life stage. The property has a lot of issues that make it undesirable as a commercial use.

Jared Roper, 4171 South 2175 West stated he feels every time rezoning comes up it seems like it's always for multi-family use. He said he would hate to see something like that on the property.

Dennis Brown, 2119 West 6000 South said he is one of the owners of the property and has never been contacted by any commercial businesses regarding the property.



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Dan Tanner, 2191 West 4900 South. Stated he understands where the council is coming from. He stated he also thinks it will be hard to develop commercial on this property. He is also worried about having more stress on the schools with high density housing.

Councilmember Becraft moved to close the public hearing. Councilmember Dandoy seconded the motion. All Councilmembers voted “aye.” The motion carried.

Councilmember Dandoy still has several questions and stated he thinks the item needs more discussion and asked for this item to be tabled.

Councilmember Tafoya stated they could still build the town homes on the property as it is now, they just couldn't on the back west side of the property but also agreed the item should still be tabled.

Councilmember Hilton stated tabling the item would also give the developer more time to figure out if things will work or not and with that information we can move forward a lot quicker.

4. CONSIDERATION OF ORDINANCE NO. 16-6 AMENDING THE GENERAL PLAN (LAND USE MAP) FROM COMMERCIAL TO VERY HIGH DENSITY, MULTI-FAMILY ON PROPERTY LOCATED AT APPROXIMATELY 4500 SOUTH 1900 WEST

This item was tabled.

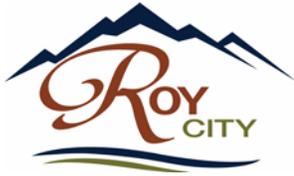
Councilmember Tafoya moved to table Ordinance No. 16-6. Councilmember Dandoy seconded the motion. A roll call vote was taken. All Councilmembers voted “aye.” The motion carried.

5. CONSIDERATION OF ORDINANCE NO. 16-7 AMENDING THE ZONING MAP FROM R-1-8 AND COMMUNITY COMMERCIAL TO R-4 FOR PROPERTY LOCATED AT APPROXIMATELY 4500 SOUTH 1900 WEST

Councilmember Tafoya moved to table Ordinance No. 16-7. Councilmember Dandoy seconded the motion. A roll call vote was taken. All Councilmembers voted “aye.” The motion carried.

6. PUBLIC HEARING TO CONSIDER A REQUEST TO AMEND TITLE 10 ZONING REGULATIONS; FOR THE CHAPTERS: 3 – ADMINISTRATION, 23 – NONCONFORMING USES, 25 – VARIANCES AND 28 – APPEALS, TO REMOVE THE “BOARD OF ADJUSTMENTS” FROM THE TITLE AND REPLACE IT WITH “HEARING OFFICER”

Councilmember Tafoya moved to open the public hearing. Councilmember Hilton seconded the motion. All Councilmembers voted “aye.” The motion carried.



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City Planner Parking stated this was an item that was brought to staffs attention to bring forward. It is to change the zoning Ordinance and anywhere within the zoning ordinance that had mention of board of adjustments and change it to a hearing officer.

Mayor Cragun Opened to floor to Public Comments: There were none.

Councilmember Becraft moved to close the public hearing. Councilmember Dandoy seconded the motion. All Councilmembers voted “aye.” The motion carried.

Councilmember Dandoy had several questions and wanted to make sure the Mayor and the Council were ok with having no involvement in the hearing officer selection process. The Mayor said yes, he was ok with it.

Councilmember Yeoman said she felt that was a City Manager duty so she was ok with it. Councilmember Tafoya as well as the rest of the council felt the same way.

7. CONSIDERATION OF ORDINANCE NO. 16-8 AMENDING TITLE 10; CHAPTERS 3; 23; 25 AND 28 TO REMOVE BOARD OF ADJUSTMENTS AND ADD HEARING OFFICER

Councilmember Yeoman moved to approve Ordinance No. 16-8 Amending Title 10; Chapters 3-23; 25 and 28 to Remove Board of Adjustments and Add Hearing Officer. Councilmember Becraft seconded the motion. A roll call vote was taken. All Councilmembers voted “aye.” The motion carried.

8. PUBLIC HEARING TO CONSIDER A REQUEST TO AMEND TITLE 13 SIGN REGULATIONS; CHAPTER 4 – REGULATIONS OF SIGNS. TO REMOVE FROM 13-4-3 B 3 B 5) & 13-4-3 B 4 A 2) “SITE OR DEVELOPMENT” AND REPLACE IT WITH “BUSINESS ENTITY” ADDING 13-2-1 A DEFINITION OF “BUSINESS ENTITY”

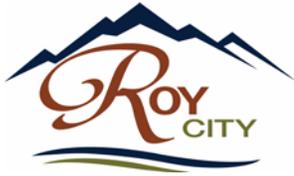
Councilmember Tafoya moved to open the public hearing. Councilmember Yeoman seconded the motion. All Councilmembers voted “aye.” The motion carried.

Steve Parkinson stated this was just brought to the staff’s attention. It was found that a current issue could be fixed with a simple word change. By taking out site development and putting in business entity we have really done what the intent was without any ramifications. A business entity is defined as a separate business that is contained in a separate building.

Mayor Cragun Opened to floor to Public Comments: There were none.

Councilmember Tafoya moved to close the public hearing. Councilmember Dandoy seconded the motion. All Councilmembers voted “aye.” The motion carried.

Councilmember Dandoy asked if this Ordinance will fix the problem. City Manager Blackburn



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said it should take care of it.

9. CONSIDERATION OF ORDINANCE NO.16-9 AMENDING TITLE 13 TO REMOVE “SITE OR DEVELOPMENT AND REPLACE IT WITH BUSINESS ENTITY

Councilmember Dandoy moved to approve Ordinance No. 16-9 Amending Title 13 to Remove Site or Development and Replace it with Business Entity. Councilmember Tafoya seconded the motion. A roll call vote was taken. All Councilmembers voted “aye.” The motion carried.

10. PUBLIC HEARING TO CONSIDER A REQUEST TO AMEND TITLE 10 ZONING REGULATIONS; CHAPTER 17 – TABLE OF USES, TO REMOVE “GROOMING” FROM THE USE DESCRIPTION OF “KENNEL” AND ADD A CATEGORY, TO INCLUDE THAT THERE IS NO BOARDING, BREEDING OR SELLING OF PETS.

Councilmember Hilton moved to open the public hearing. Councilmember Becraft seconded the motion. All Councilmembers voted “aye.” The motion carried.

Mr. Parkinson stated this came about because an applicant came to get a business license for a pet grooming. Our code only talks about grooming in kenneling which didn't fit with what the applicant was trying to achieve. The applicant brought back an application to amend the zoning ordinance to make pet grooming as its own category.

Councilmember Yeoman stated this change made sense. She was glad it was caught so we can fix some loop holes.

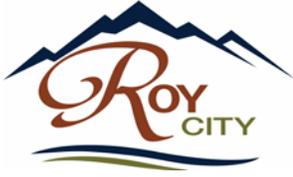
Mayor Cragun Opened to floor to Public Comments:

Jim Duffy, 2150 North Fairfield in Layton stated he was the business owner and they were looking to bring their business from Riverdale to Roy and said any consideration they could make for him tonight would be greatly appreciated.

Councilmember Becraft moved to close the public hearing. Councilmember Dandoy seconded the motion. All Councilmembers voted “aye.” The motion carried.

11. CONSIDERATION OF ORDINANCE NO. 16-10 AMENDING TITLE 10 CHAPTER 17 TO REMOVE “GROOMING” FROM THE USE DESCRIPTION OF “KENNEL” AND MAKE IT ITS OWN USE CATEGORY

Councilmember Tafoya moved to approve Ordinance No. 16-10 Amending Title 10 Chapter 17 to Remove Grooming from the Use Description of Kennel and make it its own Use Category. Councilmember Hilton seconded the motion. A roll call vote was taken. All Councilmembers voted “aye.” The motion carried.



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12. PUBLIC HEARING TO CONSIDER AN REQUEST TO AMEND THE GENERAL PLAN (FUTURE LAND USE MAP) FROM MEDIUM DENSITY, SINGLE-FAMILY RESIDENTIAL TO VERY HIGH, MULTI-FAMILY RESIDENTIAL AND THE ZONING MAP FROM R-1-8 (SINGLE-FAMILY RESIDENTIAL) TO R-3 OR R-4 (MULTI-FAMILY RESIDENTIAL), FOR PROPERTY LOCATED AT APPROXIMATELY 5154 SOUTH 2700 WEST

Councilmember Hilton moved to open the public hearing. Councilmember Yeoman seconded the motion. All Councilmembers voted “aye.” The motion carried.

Mayor Cragun Opened to floor to Public Comments:

Mel Schwartz, 5085 S. 2700 West stated there were a lot of things that could be discussed about why high density would have a negative impact. This property is one of a few places left where single family homes could be built where people could have almost a county way of life. Mrs. Schwartz stated her home is almost two acres and has a country feel and great neighbors. She also felt putting multi-family on the property would also have a negative impact on traffic.

Justin Ropelato 5302 South 2700 West he wished the council could have heard the 15 plus residents that live on that road speak at the planning commission meeting. He feels there are already a lot of high density home in the area already. Mr. Ropelato stated we are becoming one of the densest cities in Utah and that is a concern of his. He said that from hearing the opinions tonight he feels the council is on the same page about high density housing. Mr. Ropelato also said the town homes that would be built are the same price of homes that are selling in his neighborhood or even more expensive.

Devin Winget 5225 South 2700 West stated he agrees with the other comments that were brought up. He also said that the cost of the homes in his neighborhood are more affordable than the town homes that are being considered. He would like his neighborhood to remain single family homes.

Mr. Parkinson asked that the item be tabled so the developer could be here to discuss the issue.

Councilmember Dandoy moved to close the public hearing. Councilmember Yeoman seconded the motion. All Councilmembers voted “aye.” The motion carried.

13. CONSIDERATION OF RESOLUTION NO. 16-28 DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE

Parks and Recreation Director Travis Flint asked to declare 5 items as surplus property. Two of which would be use as trade in value and the other three would be sold on the website mentioned earlier.

Councilmember Dandoy asked who set the prices for the items. Travis said it’s a combination of people including mechanics. He also stated a minimum bid would be set and the Department head will approve the final price.



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Councilmember Yeoman moved to approve Resolution No. 16-28 Declaring Certain Property as Surplus and Authorizing its Sale. Councilmember Becraft seconded the motion. A roll call vote was taken. All Councilmembers voted “aye.” The motion carried.

14. CONSIDERATION OF RESOLUTION NO. 16-29 AMENDING THE AMOUNT PRESENTED AS THE FY 2017 OPERATING BUDGET FOR THE WATER AND SEWER UTILITY ENTERPRISE FUND

Management Services Director said this is just a house keeping item. There was a typographical error on the last resolution and this resolution would correct the actual amount of \$7,538,613. That what was in the budget packets to start with, it was just an error on the resolution itself.

Councilmember Dandoy moved to approve Resolution No. 16-29 amending the Amount Presented as the FY 2017 Operating Budget for the Water and Sewer Utility Enterprise Fund. Councilmember Hilton seconded the motion. A roll call vote was taken. All Councilmembers voted “aye.” The motion carried.

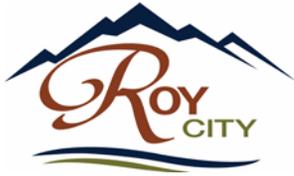
15. CONSIDERATION OF RESOLUTION NO. 16-30 APPROVING AN INTERLOCAL AGREEMENT BETWEEN ROY CITY AND SUNSET CITY FOR THE PROVISION OF MANAGEMENT AND COLLECTION PROCEDURES FOR SEWER SERVICES

Assistant City Attorney, Trent Nelson stated there is some property that is located in Sunset that doesn't drain very well to get to their sewer system. About 16 years ago we had an agreement with Mr. Holbrook to allow him to connect to our lateral. He pays for the service. He had some other land that he sold that was referenced in the prior agreement. Sunset was told that the developer was dealing with us but that was not accurate. This matter was brought to our attention when a home owner came to the city to sign up for services. Mr. Nelson said Sunset has worked well with us. Mr. Nelson said Wasatch Civil felt there was not an issue with overuse on our sewer lateral.

Councilmember Tafoya stated he spoke with the Sewer District and there are some concerns. He asked that the item be tabled until the concerns could be addressed and then we could move forward from there.

Councilmember Tafoya moved to Table Resolution No. 16-30. Councilmember Dandoy seconded the motion. A roll call vote was taken. All Councilmembers voted “aye.” The motion carried.

16. CONSIDERATION OF RESOLUTION NO. 16-31 ANNOUNCING ROY CITY'S INTENT TO ANNEX UNINCORPORATED ISLANDS AND PENINSULAS



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City Manager Blackburn stated this was also a house keeping item. This is Resolution is exactly the same as the previous Resolution that was passed two weeks ago. There was a noticing issue so this Resolution is necessary to move on.

Councilmember Dandoy moved to approve Resolution No. 16-31 Announcing Roy City's Intent to Annex Unincorporated Islands and Peninsulas. Councilmember Becraft seconded the motion. A roll call vote was taken. All Councilmembers voted "aye." The motion carried.

17. NORTH PARK PRESENTATION

Parks and Recreation Director Travis Flint stated he was here to present the council with an update on North Park. Mr. Flint stated they have been very deliberate with the planning of this park mostly because it could very likely be the last park we ever build in the city. It has been an arduous project. One of the biggest challenges has been dealing with the storm water changes that we had to become compliant with. Mr. Flint said restrooms are up and are real close to beginning construction on phase one.

The park has a completion date of September of 2017. It is a very aggressive timeline but after speaking with Wasatch Civil, he feels it can be done.

Mr. Flint said there will be plenty of restrooms and parking at the new park as long as two football fields, three baseball fields with lights, a playground, splash pad and pavilion. Travis said for this phase the amenities would be the parking lots, football fields and a pavilion. Phase one should take them through this year as far as a time line goes.

Councilmember Tafoya asked if there would be Sod or hydro seed. Mr. Flint said it would be hydro seed due to cost. Mr. Flint also stated they have about \$666,000 still left in phase one. There is also money set aside for phase two.

Travis Flint said he will communicate more with the homeowners affected by the construction of this new park so they know they are not forgotten.

Councilmember Tafoya asked Travis if he could explain what is funded right now. Mr. Flint said right now they have in the two bathrooms they will have the parking lot, and the sporting fields. The lights are paid for by a grant.

Councilmember Becraft asked if we could have something available at the North Park School back to school night to let them know where we are on the park so they won't think we forgot about them. Mr. Flint said we absolutely could. He said he could even sit there with a booth and talk to the people there.

Mayor Cragun asked if the monument would be moved and Travis said it absolutely would be moved. It will be one of the last things done but it will be moved.



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Travis also said they will do a better job of keeping the weeds mowed and do a few other housekeeping items.

Councilmember Tafoya asked if the pavilion would be the same size as the pavilion at Emma Russell Park. Mr. Flint said not quite. It is a little different but it's not much smaller.

18. DISCUSSION OF CITY FLAG

Councilmember Yeoman stated they updated the City flag with the new logo and asked if the City Council was good with the design. The rest of the council liked the flag and approved having it as the new city flag.

19. CITY MANAGERS REPORT

City Manager Blackburn said the Roy Days banners are up. He also said the Parks Department will be planting flowers at Buffalo Brothers and Riverdale Road as well as in front of the Municipal building by the new sign.

Mr. Blackburn said the Harmons area is getting closer and hope to have an answer by the end of the week. He also said Public Works will start wiring on the new lights next week and that a new sidewalk was put in 5200 South and 2200 West.

On July 12 Rocky Mountain Power will move the powerlines so we can get the roundabout on 4800 going.

Mr. Blackburn reminded the council that the Employee Party is July 12 at 5:00 p.m.

The auditors had started their preliminary work and the Council may be receiving a letter asking question and to respond.

On July 11-22 will be the summer phase for the dumpster program at Public Works.

Mr. Blackburn said Mandie Worton had been hired to replace Betty Harden in the Police Department as the Administrative Assistant and will start on the 18th in that department.

The contract was signed and sent to our new website design company.

20. PUBLIC COMMENTS

Jared Roper, 4171 South 2175 West thanked the City Council for the new stop sign. Mr. Roper also asked if the Construction new his home could be sprayed to keep the dust down. He also asked if the weeds could be taken care of at the roundabout on 4000. Travis Flint said some new stamped concert would be put in the park strip which should take care of it. Mr. Roper also asked



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if the new restrooms at North Park could be lit a little better. Mr. Flint said he would look into it.

Ashley Roper, 4171 South 2175 West stated the weeds bothered her so much that she took her own time to pull weeds by the roundabout on 4000 for several hours. She just hoped someone could keep up on it so it doesn't get out of control again.

Edwardo Arana 2028 west 5125 South, had a questing regarding the 6 foot fence requirement in the Ordinance of keeping chickens. He stated he has a 4 foot fence and wondered if the council would make an exception. He felt because the chickens would be in a coup or run. He also felt dogs wouldn't be able to get over the 4 foot fence.

Councilmember Tafoya stated the council and staff spent a lot of time on the new ordinance and he doesn't seem them changing it. The issue of other animals getting over a 4 foot fence is relevant.

21. MAYOR AND COUNCIL REPORT

The Mayor wanted to commend the staff for their hard work with the beautification.

Councilmember Becraft asked if the council had chosen a Grand Marshall for Roy Days. Councilmember Tafoya stated one had not been chosen. Councilmember Becraft nominated John Cordova for the 2016 Grand Marshall. The rest of the City Council agreed with the nomination.

Councilmember Dandoy stated the survey has been closed and he would like to sit down at a later time to go over things. He would also like to get the volunteers a certificate of appreciation for all of their help.

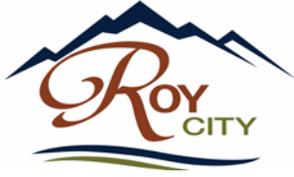
Councilmember Dandoy also thanked the Police Chief and his officers for getting right on the speeding complaint from the last city council meeting. He commended them for their incredible effort and felt the team did very well. He also thanked Ross and the Public Works employees for putting up the new stop sign.

Councilmember Dandoy also stated that the council needed to hold a work session to go over the general plan.

Mayor Cragun agreed that a work session was needed.

Councilmember Yeoman said she will not be at the next City Council meeting as she will be out of town.

Councilmember Tafoya said July 15 would kick off football week with a Movie at Roy West Park. The movie being shown is Little Giants. He also mentioned that the updated Roy Days newsletter would be out in the next week.



ROY CITY

Roy City Council Minutes
July 5, 2016 – 6:00p.m.
Roy City Council Chambers
5051 South 1900 West

Councilmember Hilton said he wanted everyone to know that he did put his name in for the vacant City Manager job and wanted to go on record that he was recusing himself from the process of the decision making and has every confidence in the Mayor and City Council to make the best decision for the city.

22. MOTION TO HOLD A CLOSED MEETING TO DISCUSS THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL(S) – THIS CLOSED MEETING WILL HELD IN THE ADMINISTRATION CONFERENCE ROOM

Councilmember Tafoya moved to enter a Closed Meeting to Discuss the Character, Professional Competence, or Physical or Mental Health of an Individual(s) In the Administration Conference Room at 8:59 p.m. Councilmember seconded the motion. A roll call vote was taken. All Councilmembers voted “aye.” The motion carried.

23. ADJOURN

Councilmember Dandoy moved to adjourn at 9:25 p.m. Councilmember Becraft seconded the motion. All Council members voted “aye”.

Attest:

Willard Cragun
Mayor

Amy Mortenson
Recorder

Resolution No. 16-36
A Resolution of the Roy City Council
Recognizing Kaden and Carson Kimber for their Extraordinary Efforts
in Supporting the Families of the Fallen Police Officers in Dallas, Texas

Whereas, Roy City residents Kaden and Carson Kimber heard that there were children of Police Officers who lost their parents in a tragic incident in Dallas, Texas and wanted help; and

Whereas, Kaden and Carson decided to make a difference by organizing a lemonade and baked goods stand to assist the children who lost their parents; and

Whereas, Kaden and Carson bought their supplies by making a deal with their father to earn the \$100.00 they needed for supplies, promising to read and keep their rooms clean for one hundred days; and

Whereas, Kaden and Carson worked with their mother to make the signs, lemonade and baked goods they wanted to sell; and

Whereas, Kaden and Carson Kimber received help from lots of friends and neighbors who wanted to support their cause; and

Whereas, Kaden and Carson were successful in raising approximately \$1,000 and plan to contact the Dallas Police Department to get the money to the families of the fallen officers, specifically to help the children who had their carefree summers tragically interrupted; and

Whereas, Kaden and Carson Kimber have made a lasting impact on the people of Roy City.

Now Therefore, be it resolved by the Roy City Council that the Mayor and City Council express their deep appreciation for Kaden and Carson Kimber's volunteer service and their tremendous example of charity, leadership and concern.

Dated this 19th day of July, 2016

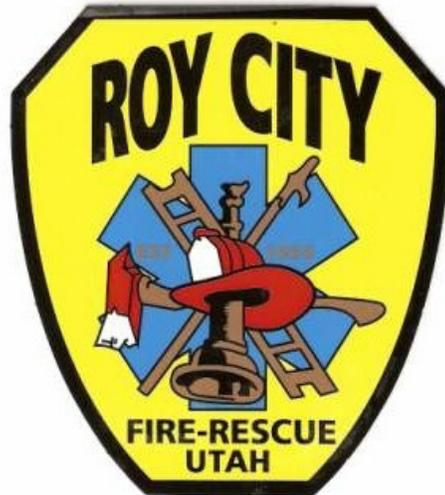
Mayor – Willard Cragun

Attest:

Recorder – Amy Mortenson

Councilwoman Becraft
Councilman Dandoy
Councilman Hilton
Councilman Tafoya

Councilwoman Yeoman



Memo

TO: Andy Blackburn, City Manager,
Mayor Willard Cragun & Roy City Council

FROM: Jason Poulsen
Fire Chief

DATE: July 14, 2016

SUBJECT: Ambulance Transportation Rate Changes

A ground ambulance or paramedic provider is prohibited from charging fees for transporting a patient when the provider does not transport the patient. For this reason, effective July 1, 2016 The Utah Department of Health, Bureau of Emergency Medical Services adjusted the maximum allowable rates for emergency medical services pursuant to Utah Code Annotated 26-8a-403 Administrative Rule R426-16, hereby orders the allowable ambulance rate(s) are as follows:

	<u>Current Rate</u>	<u>Order Rate</u>	<u>Increase</u>
Advanced EMT Ambulance	\$919.00	\$933.00	\$14.00
Advanced Life Support (Paramedic Transport)	\$1,344.00	\$1,365.00	\$21.00

Above is a chart for the current rates and the rate increases we would like to submit to the city council. These rates will be effective to any/all transports occurring on or after July 10, 2016. Should you have any questions or concerns, please feel free to contact me.

Resolution No. 16-32

A Resolution of the Roy City Council
Approving Ambulance Transportation
Rates and Charges

Whereas, the Utah State Department of Health, Bureau of Emergency Medical Services, recently adjusted the rates that may be charged by service providers for emergency medical services in the State, and

Whereas, the Roy Fire and Rescue Department provides the emergency medical services regulated by the Bureau of Emergency Services, and

Whereas, the Fire and Rescue Chief, recommends the City Council adopt the fee adjusted rates to help offset a portion of the cost for providing these emergency medical services.

Now, therefore, be it resolved by the Roy City Council that the following rates for emergency medical services become effective July 1, 2016:

	<u>Current Rate</u>	<u>Order Rate</u>	<u>Increase</u>
Intermediate Ambulance	\$919.00	\$933.00	\$14.00
Advanced Life Support (Paramedic Transport)	\$1,344.00	\$1,365.00	\$21.00

Passed this 19th day of July, 2016.

Willard Cragun
Mayor

Attest:

Amy Mortenson
City Recorder

Voting:

Councilmember Marge Becraft
Councilmember Bob Dandoy
Councilmember Brad Hilton
Councilmember Dave Tafoya
Councilmember Karlene Yeoman

**INTERLOCAL COOPERATION AGREEMENT FOR
PARAMEDIC ABOARD CHARGES**

This Agreement made and entered into the 1st day of July, 2016, 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 Corporation, a Utah municipal corporation of the State of Utah (“Ogden City”), Riverdale City Corporation (“Riverdale City”), Roy City Corporation (“Roy City”), South Ogden City Corporation (“South Ogden City”), Clinton City Corporation (“Clinton City”), Brigham City Corporation (“Brigham City”), Morgan City Corporation (“Morgan City”), all municipal corporations of the State of Utah, and Weber Fire District, a Utah Local District (“Weber Fire District”), and North View Fire District, a Utah Local District (“North View Fire”).

WITNESSETH:

WHEREAS, Ogden City, Roy City, and Weber Fire District furnish and provide paramedic services to portions of Weber County, in this role hereinafter referred to as “paramedic providers”; and

WHEREAS, Ogden City and Roy City, Riverdale City, South Ogden City, Clinton City, Brigham City, Morgan City, and Weber Fire District and North View Fire District, are all providers of various types of ambulance transport services within Weber County, in this role hereinafter referred to as “ambulance transport providers;” and

WHEREAS, some health insurance providers will only accept and pay claims for paramedic aboard fees billed directly by the ambulance provider and will not accept a separate and independent billing for the paramedic aboard fee from a paramedic provider; and

WHEREAS, the paramedic providers have an agreement with Weber County for the disposition and use of paramedic fees; and

WHEREAS, the parties are desirous of providing for the reimbursement to the paramedic providers by the ambulance transport providers for paramedic services rendered during ambulance transport in those instances where the paramedic provider is not able to bill independently for such services.

NOW, THEREFORE, upon the mutual promises and other good and satisfactory consideration, the parties agree as follows:

1. All charges shall be in accordance with the rate schedule adopted by the State Emergency Medical Services Committee in accordance with Section R426-8-2(3)(d)(iv) Utah Administrative Code, as amended from time to time.
2. Subject to Section 4, an ambulance transport provider shall pay a paramedic provider for each “PMA Call” assisted by the paramedic provider, upon a request by the paramedic provider for the ambulance transport provider to collect the allowable charges for such paramedic services provided in conjunction with the “PMA Call”

(hereinafter referred to as a “Request for Collection”). “PMA Call” means a paramedic assisted call wherein paramedic(s) of the applicable paramedic provider accompany a patient to the hospital on ambulance transport operated by the applicable ambulance transport provider from the place of assistance at the request of the physician in medical control. The charge shall be assessed for each patient requiring paramedic assistance whether or not transport is the same ambulance as another person receiving paramedic assistance.

3. The applicable ambulance transport provider shall pay the applicable paramedic provider on a monthly basis for all PMA calls assisted by that paramedic provider for which a Request for Collection has been made. Payments shall be for all such PMA calls rendered after midnight of the first day of the month to 2400 hours of the last day of the month. Payment to the applicable paramedic provider shall be made by the applicable ambulance transport provider within one hundred (100) days of the end of the month for which payment is due. The paramedic providers shall provide a monthly report to each ambulance transport detailing all PMA calls of that ambulance transport provider assisted by that paramedic provider for which a Request for Collection has been made, based on actual run reports.

4. Paramedic Fee and Allowable Adjustments. All of the ambulance providers under the Agreement agree to make a good faith effort to collect the paramedic aboard fee.

However, regardless of the success of collection by the applicable ambulance provider for paramedic aboard services, all parties to this agreement have agreed to bill and receive 70% of the rate adopted by the State Emergency Medical Services Committee in accordance with Section R426-8-2(3)(d)(iv) Utah Administrative Code, as amended from time to time. The agreed-upon amount effective July 1, 2016, is \$200.67, based on 70% of the State approved rate of \$286.68. This amount will be adjusted annually on July 1, as the State approved PMA rate changes. For the purpose of this agreement, the billed and received amount will remain at 70% of the State approved rate.

5. Term. The term of this Agreement will begin on July 1, 2016 and shall continue to be in force for a period of five (5) years, unless terminated as provided herein. Any party may terminate its obligations hereunder by giving thirty (30) days advance written notice to the other parties. Such termination shall not modify the Agreement as between any of the remaining parties, except only to exclude the terminating party from the obligations created herein.

6. Administrative Entity. It is the intent and understanding of all parties that no new 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.

7. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. Review. The parties, through their appointed representatives, shall meet periodically to review this Agreement and to discuss any matters or issues that may arise under this Agreement.
14. 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.
15. Property. No real or personal property shall be acquired, nor improvements constructed by the parties as a result of this Agreement.
16. General Provisions.
 - A. Severability. In the event that 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.

17. Resolution by Governing Bodies. This Interlocal Agreement shall become effective immediately upon (1) the execution of, or an appropriate resolution approving, this Agreement by the applicable commission, board, council or body or officer of each entity vested with executive power of the entity; (2) approval as to form by the authorized attorney for each entity; and, (3) the filing of the executed Agreement with the keeper of records for each participating entity. Upon becoming effective, this Agreement negates, nullifies, supplants and/or replaces the previous Interlocal Agreement entered into by the parties, dated November 15, 2011.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

OGDEN CITY CORPORATION,
A Utah Municipal Corporation

By: _____
Mike Caldwell, Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

City Attorney

CLINTON CITY CORPORATION
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

City Attorney

MORGAN CITY CORPORATION,
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

City Attorney

BRIGHAM CITY CORPORATION
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

City Attorney

WEBER FIRE DISTRICT,
A Utah Local District

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

Attorney

NORTH VIEW FIRE DISTRICT,
A Utah Local District

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

Attorney

ROY CITY CORPORATION
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

Attorney

SOUTH OGDEN CITY CORPORATION
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

Attorney

RIVERDALE CITY CORPORATION
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

Attorney

Resolution No. 16-33

**A Resolution of the Roy City Council
Approving an Agreement for Paramedic aboard Charges**

WHEREAS, Utah Code Ann. §11-13-101 et. seq., permits governmental entities to enter into cooperation agreements with each other; 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, Roy City wishes to, and recognizes the importance of, participating in any efforts designed to jointly help each other; and

WHEREAS, the Roy City Council has fully reviewed the attached Interlocal Agreement between Ogden City, Riverdale City, South Ogden City, Clinton City, Brigham City, Morgan City, Weber Fire District, North View Fire and Roy City and agrees to all the terms and conditions contained therein; and

NOW THEREFORE, the Roy City Council hereby approves the attached Interlocal Agreement (attached hereto and incorporated by this reference) as written and authorizes the Mayor of Roy City to execute this Agreement on behalf of the City.

Passed this 19th day of July, 2016.

Willard Cragun
Mayor

Attest:

Amy Mortenson
City Recorder

Voting:

	Aye	Nay	Absent	Excused
Councilmember Marge Becraft	_____	_____	_____	_____
Councilmember Robert Dandoy	_____	_____	_____	_____
Councilmember Brad Hilton	_____	_____	_____	_____
Councilmember Dave Tafoya	_____	_____	_____	_____
Councilmember Karlene Yeoman	_____	_____	_____	_____

**INTERLOCAL COOPERATION AGREEMENT
FOR THE MANAGEMENT AND COLLECTION
PROCEDURES FOR SEWER SERVICES**

This is an agreement by and among the undersigned parties for joint and cooperative action in managing and collection procedures for sewer services (hereinafter “ICA” or “Agreement”). The Agreement will be considered signed and effective as of the 1st day of August, 2016, even though the actual signatures may be placed on the agreement on different dates. The Agreement is made and executed by and among the following undersigned jurisdictions and entities:

Sunset City
Roy City

RATIONALE FOR ESTABLISHING THE ICA

WHEREAS, 11-13-101 et seq., Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements for the coordination and providing of services to local communities; and

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, within the municipality of Sunset City therein lies some real estate named Sunset Place Townhomes, a PUD. Given the elevation of this real estate, it is not practical for Sunset City to provide waste water (hereinafter “sewer”) services to the property; and

WHEREAS, within the municipality of Roy City therein lies a Roy City sewer line that has an appropriate elevation and available capacity for the above mentioned Sunset Place Townhomes property.

NOW THEREFORE, the parties hereto mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

**SECTION ONE
OPERATION OF ICA**

- 1.1 The parties agree to act cooperatively to facilitate sewer services to the land known in Sunset City as the Sunset Place Townhomes, a PUD, comprising of two parcels totaling approximately 4.78 acres. The land is being developed by Sunset Development, LLC, and it will ultimately contain 76 townhomes.

- 1.2 Pursuant to 11-13-202.5(2)(b), this Agreement does not contemplate the creation of a separate legal entity to provide for its administration, and none shall be required.

SECTION TWO ICA OPERATION

- 2.1 Property owners shall be responsible to pay directly Roy City for sewer services, registering for sewer services at the Roy City Offices. Roy shall be responsible for (1) the transporting of the sewage, after the sewage has reached the public sewer main line at 6000 South, Roy; and (2) for the repair and maintenance of the public main line at 6000 South, Roy. The charges for the services shall include any Roy City sewer impact fees or charges, and the recurring, nonresidential Roy sewer rate. Failure to pay for these sewer services to Roy City would result in the shutoff by Sunset City of other utility services provided by Sunset City to the property owner.
- 2.2 The sewer lateral is privately owned, and consists of the sanitary sewer system within the listed property and an 8 inch pipe and all the connections to this pipe within the listed property and without the listed property until it reaches 6000 South. The sewer lateral is privately owned, operated and maintained by the HOA of the property and/or the neighboring property owner(s) who are serviced by the same sewer lateral line (the "Neighbors"). In the event of a blockage, maintenance or repair necessary to the sewer lateral, it shall be the responsibility of, and a common expense of the Neighbors (not Roy City or Sunset City) to make needed repairs or inspections to the sewer system until it reaches the public sewer main line at 6000 S., Roy, Utah.
- 2.3 Should any individual or entity fail to pay the sewer charges/fees to Roy City, Sunset City agrees, upon request from Roy City, to shut off the water service to that property. Such service shall not be resumed until a release is received from Roy City, evidencing (1) full and complete satisfaction of any obligation to Roy City connected in any way to sewer services; or (2) a written payment arrangement that is acceptable by Roy City. Sunset City may charge Roy City a reconnection fee which may be passed on to the property owner.
- 2.4 Any North Davis Sewer District impact fees shall be paid on a per-unit basis to Sunset City for remittance to North Davis Sewer District prior to the issuance of any building permits by Sunset City. Any Roy City sewer impact fee shall also be paid directly to Roy City prior to the time of a building permit being issued by Sunset City.
- 2.5 The nonresidential Roy rate shall be determined by Roy City, and shall also include the recurring Roy sewer expense and the North Davis Sewer recurring expense. The recurring North Davis Sewer expense shall be remitted to North Davis Sewer District by Roy City.
- 2.6 Should Sunset City become aware of any potential water system leakage that could impact the sewer system, Sunset will investigate and repair, if necessary, any water system affecting the sewer system. Should Sunset City become aware of any groundwater infiltration that exceeds

the amount allowed by State standards, Sunset City shall be responsible to repair the system prior to the 6000 South line.

- 2.7 When a property owner begins or changes any utility service in Sunset City on property in the Sunset Place Townhomes, Sunset City will enter into an agreement with the property owner regarding the providing of sewer services by Roy City as contained herein. Sunset City will advise Roy City of the existence of a new or different landowner that is registering or canceling service with Sunset City on the subject property. Roy City and Sunset City will coordinate lists of customers to help assure that all usage is accounted for.
- 2.8 Sunset City will assure that any development on this listed property, including any recorded HOA bylaws and/or CC&Rs, shall include all material provisions of this Agreement to carry out the intent of this Agreement
- 2.9 This Agreement shall be in effect for an indefinite period of time not to exceed 50 years.

SECTION THREE MISCELLANEOUS

- 3.1 This Agreement may be changed, modified or amended by written agreement of the Parties and by complying with all applicable requirements of the Interlocal Cooperation Act. Neither party shall assign this Agreement without written consent of the other party, which consent will not be unreasonably withheld.
- 3.2 Effective Date. This Interlocal Agreement shall become effective on the date above stated unless each of items (i) through (iii) of this section are not met as of that date, in which case this agreement shall become effective immediately upon:
 - (i) Adoption and execution of a resolution approving this Agreement by each of the Parties;
 - (ii) Approval as to form by each of the respective Parties' Attorneys; and
 - (iii) Executed copies of this Interlocal Agreement are placed on file with the Keeper of the Records of each of the Parties.
- 3.3 It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
- 3.4 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if the remaining agreement conforms to the terms and requirements of applicable law.
- 3.5 The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.

3.6 Except as provided herein, no Party agrees or contracts to be held responsible for any claims made against any other Party. The Parties intend to operate the ICA only within the scope herein set out and have not herein created as between Party and Party any relationship of partnership, surety, indemnification, or responsibility for the debts of or claims against any other Party .

SECTION FOUR
INTERLOCAL COOPERATION ACT

This Agreement shall become affective as set out above provided it has been approved as appropriate by the above mentioned parties, and in accordance with the provisions of Section 11-13-101 et seq., Utah Code Annotated, 1953, as amended. In accordance with the provisions of Section 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.

(Interlocal Cooperation Agreement)

IN WITNESS WHEREOF, the parties have affixed their signature hereto upon resolution of their governing body as required by law and join and give effect to this Agreement to be effective as of the date above stated.

SUNSET CITY

By _____
Mayor

Date _____

ATTEST:

Sunset City Recorder

Approved as to form and compatible with state law:

Attorney for Sunset City

(Interlocal Cooperation Agreement)

ROY CITY

By _____
Mayor
Date _____

ATTEST:

Roy City Recorder

Approved as to form and compatible with state law:

Attorney for Roy City



6000 S

ROY

CLINTON

2275 W

SUNSET

450 W

2575 N

Resolution No. 16-30

**A Resolution of the Roy City Council
Approving an Agreement between Roy City Corporation and Sunset City for the
Provision of Management and Collection Procedures for Sewer Services**

WHEREAS, Utah Code Ann. §11-13-101 et. seq., permits governmental entities to enter into cooperation agreements with each other; 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, Roy City wishes to, and recognizes the importance of, participating in any efforts designed to jointly help each other; and

WHEREAS, the Roy City Council has fully reviewed the attached Interlocal Agreement between Sunset City and Roy City and agrees to all the terms and conditions contained therein; and

NOW THEREFORE, the Roy City Council hereby approves the attached Interlocal Agreement (attached hereto and incorporated by this reference) as written and authorizes the Mayor of Roy City to execute this Agreement on behalf of the City.

Passed this 5th day of July, 2016.

Willard Cragun
Mayor

Attest:

Amy Mortenson
City Recorder

Voting:

	Aye	Nay	Absent	Excused
Councilmember Marge Becraft	_____	_____	_____	_____
Councilmember Robert Dandoy	_____	_____	_____	_____
Councilmember Brad Hilton	_____	_____	_____	_____
Councilmember Dave Tafoya	_____	_____	_____	_____
Councilmember Karlene Yeoman	_____	_____	_____	_____

Resolution No. 16-34

**A Resolution of the Roy City Council
Approving an Agreement for Law Enforcement Narcotic and Gang Strike Force Services**

WHEREAS, Utah Code Ann. §11-13-101 et. seq., permits governmental entities to enter into cooperation agreements with each other; 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, Roy City wishes to, and recognizes the importance of, participating in any efforts designed to jointly help each other; and

WHEREAS, the Roy City Council has fully reviewed the attached Interlocal Agreement between Ogden City, Weber County, Sough Ogden, North Ogden, Riverdale, Pleasant View, Harrisville, Morgan County, Weber State University, Utah Highway Patrol, Utah Adult Probation and Parole and Roy City and agrees to all the terms and conditions contained therein; and

NOW THEREFORE, the Roy City Council hereby approves the attached Interlocal Agreement (attached hereto and incorporated by this reference) as written and authorizes the Mayor of Roy City to execute this Agreement on behalf of the City.

Passed this 19th day of July, 2016.

Willard Cragun
Mayor

Attest:

Amy Mortenson
City Recorder

Voting:

	Aye	Nay	Absent	Excused
Councilmember Marge Becraft	_____	_____	_____	_____
Councilmember Robert Dandoy	_____	_____	_____	_____
Councilmember Brad Hilton	_____	_____	_____	_____
Councilmember Dave Tafoya	_____	_____	_____	_____
Councilmember Karlene Yeoman	_____	_____	_____	_____



Memorandum

To: Travis Flint, Parks and Recreation Director
Roy City Corporation

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

Date: July 12, 2016

Subject: **George Wahlen North Park Parking Lot Project, Phase 1**

In response to our Advertisement for Bid for the subject project, bids were received at 2:00 p.m. on July 12, 2016, at the Roy City Public Works Office. Four contractors responded with bids ranging from \$258,459.00 to \$287,601.30. The Engineer's Estimate was \$280,000.00. We recommend that the contract be awarded to **Advanced Paving and Construction, LLC** for the amount of **\$258,459.00**.

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

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.

NOTICE OF AWARD

DATED: _____

TO: Advanced Paving and Construction, LLC

ADDRESS: P.O. Box 12847, Ogden, UTAH 84412

PROJECT: George Wahlen North Park Parking Lot Project, Phase 1

You are notified that your Bid dated July 12, 2016, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the George Wahlen North Park Parking Lot Project, Phase 1. The Contract Price of your Contract is Two Hundred Fifty-Eight Thousand Four Hundred Fifty-Nine Dollars and 00 Cents (\$258,459.00).

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: Adavanced Paving and Construction, LLC

ADDRESS: P.O. Box 12847, Ogden, UTAH 84412

PROJECT: George Wahlen North Park Parking Lot Project, Phase 1

You are notified that the Contract Times under the above contract 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 _____. Thereafter, liquidated damages will be assessed at the rate of \$200.00 per calendar day.

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)

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **ROY CITY CORPORATION** (hereinafter called OWNER) and **Advanced Paving and Construction, LLC** (hereinafter called CONTRACTOR).

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

ARTICLE 1- WORK

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

The work consists of constructing approximately 3,725 square yards of asphalt paving, 1,845 feet of curb and gutter, 1,115 feet of sidewalk, 360 feet of storm drain pipe, and all other appurtenances necessary to construct the parking lot in accordance with the Contract Specifications.

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:

GEORGE WAHLEN NORTH PARK PARKING LOT PROJECT, PHASE 1

ARTICLE 3-ENGINEER

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

ARTICLE 4- CONTRACT TIMES

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

4.02 *Dates for Completion and Final Payment:* The Work will be completed within **60** days following **Notice to Proceed**.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5- CONTRACT PRICE

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

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

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization:	1	L.S.	\$9,560.00	\$9,560.00
2	Clearing and Grubbing	1	L.S.	\$6,500.00	\$6,500.00
3	Remove Curb and Gutter:	60	L.F.	\$6.00	\$360.00
4	Remove Concrete Flatwork (Drive Approach and Sidewalk):	360	S.F.	\$1.00	\$360.00
5	Remove Asphalt Pavement (Trail and Drive Approach Patch):	380	S.F.	\$1.00	\$380.00
6	Sawcut Asphalt Pavement:	30	L.F.	\$6.50	\$195.00
7	Remove Storm Drain Cleanout:	1	Each	\$370.00	\$370.00
8	Remove 24" Dia. Storm Drain Pipe:	20	L.F.	\$20.00	\$400.00
9	24" Dia. Reinforced Concrete Storm Drain Pipe (Class 3):	170	L.F.	\$58.00	\$9,860.00
10	15" Dia. Reinforced Concrete Storm Drain Pipe (Class 3):	290	L.F.	\$49.00	\$142,100.00
11	2' x 2' Catch Basin:	2	Each	\$1,730.00	\$3,460.00
12	2' x 3' Catch Basin:	2	Each	\$2,180.00	\$4,360.00
13	4' x 4' Catch Basin:	1	Each	\$2,530.00	\$2,530.00
14	5' Dia. Storm Drain Manhole:	3	Each	\$3,290.00	\$9,870.00
15	6' x 4' Inlet/Outlet Structure with Connections to the Existing Storm Drain:	1	Each	\$9,100.00	\$9,100.00
16	Curb and Gutter:	1,900	L.F.	\$19.00	\$36,100.00
17	4" Thick Concrete Flatwork (Sidewalk and Pedestrian Ramps);	6,000	S.F.	\$3.70	\$22,200.00
18	6" Thick Concrete Flatwork (Drive Approach);	360	S.F.	\$6.00	\$2,160.00
19	6" Thick Stamped Concrete (Pedestrian Crossings):	576	S.F.	\$7.00	\$4,032.00
20	Curb Wall (Pedestrian Ramps):	45	L.F.	\$20.00	\$900.00
21	In-line Dome Tiles (Pedestrian Access Ramps):	9	Each	\$300.00	\$2,700.00

22	Site Grading:	1	L.S.	\$5,500.00	\$5,500.00
23	Asphalt Pavement (3" HMA / 10" UTBC):	3,820	S.Y.	\$22.50	\$85,950.00
24	Reconstruct Existing Manhole Cover in New Sidewalk:	1	Each	\$350.00	\$350.00
25	Parking Lot Striping:	1	L.S.	\$880.00	\$880.00
26	Stop Sign:	1	Each	\$450.00	\$450.00
27	Light Pole Bases:	9	Each	\$1,120.00	\$10,080.00
28	3" Dia. PVC Electrical Conduit (Schedule 40):	770	L.F.	\$7.10	\$5,467.00
29	3" Dia. PVC Irrigation Conduit (Schedule 40):	250	L.F.	\$7.00	\$1,750.00
30	Video Inspection of Storm Drain Pipe:	500	L.F.	\$1.85	\$925.00
31	Storm Water Pollution Prevention Plan and Sediment Barriers at Catch Basin:	1	L.S.	\$7,500.00	\$7,500.00

TOTAL OF ALL UNIT PRICES **TWO HUNDRED FIFTY-EIGHT THOUSAND FOUR HUNDRED FIFTY-NINE DOLLARS AND 00/100 (\$258,459.00)**.

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

ARTICLE 6- PAYMENT PROCEDURES

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

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

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

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

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

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

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

ARTICLE 7- INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 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. EQUAL OPPORTUNITY CLAUSE.

1. The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on basis of race, religion color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, and as supplemented by regulations at 41 CFR part 60, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

2. The CONTRACTOR will include these Equal Opportunity provisions in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each sub-contractor or vendor.

L. CERTIFICATION ON NON-SEGREGATED FACILITIES. The CONTRACTOR certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees to perform their services at any location, under his control, where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed sub-contractors for specific time periods) he will obtain identical certifications from proposed contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; and that he will retain such certifications in his files.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. Bid Bonds;
 - 5. General Conditions;

6. Supplementary Conditions;
 7. Specifications as listed in the table of contents of the Project Manual;
 8. Drawings as listed in the table of contents of the Project Manual;
 9. Addenda Nos. 1 and 2;
 10. Exhibits this Agreement;
 1. Notice to Proceed;
 2. CONTRACTOR'S Bid;
 3. Documentation submitted by the 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.
- E. The sponsor, the State of Utah, the Comptroller of the United States, or any of their duly authorized representatives shall have access to any books, Contract Documents, papers and records of the Contractor which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

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:* No assignment by a party hereto of any rights under or interests in the Contract will not 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 _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

ROY CITY CORPORATION

ADVANCED PAVING & CONSTRUCTION, LLC

By: _____

By: _____

Resolution No. 16-35

**A Resolution of the Roy City Council
Approving an Agreement between Roy City Corporation and Advanced Paving and
Construction, LLC for the George Wahlen North Park Parking Lot Project Phase 1**

Whereas, a Request for Proposals for the George Wahlen North Park Parking Lot Project Phase 1 was advertised; and

Whereas, Advanced Paving and Construction, LLC was the lowest responsive, responsible bidder; and

Whereas, the Roy City Council desires to enter into an Agreement with Advanced Paving and Construction, LLC, and

Whereas, the Agreement sets forth the respective rights and responsibilities of the Parties regarding the George Wahlen North Park Parking Lot Project Phase 1.

Now, therefore, be it resolved by the Roy City Council that the Mayor is authorized to execute the Agreement with Advanced Paving and Construction, LLC.

Passed this 19th day of July, 2016.

Willard Cragun
Mayor

Attest:

Amy Mortenson
City Recorder

Voting:

	Aye	Nay	Absent	Excused
Councilmember Marge Becraft	_____	_____	_____	_____
Councilmember Robert Dandoy	_____	_____	_____	_____
Councilmember Brad Hilton	_____	_____	_____	_____
Councilmember Dave Tafoya	_____	_____	_____	_____
Councilmember Karlene Yeoman	_____	_____	_____	_____