



ROY CITY

Roy City Council Agenda
July 21, 2015 – 6:00p.m.
Roy City Council Chambers
5051 South 1900 West

Moment of Silence and Pledge of Allegiance: Councilmember Tafoya

1. Approval of July 7, 2015 City Council Minutes
2. Swearing in of Roy City Police Officers
3. Consideration of Ordinance No. 15-1 Granting Questar Gas Company a Franchise for the Construction, Operation and Maintenance of a Gas Distribution System in Roy City
4. Consideration of a Request for Preliminary Subdivision Approval for KIDCO Subdivision, a two (2) lot Residential Subdivision Located at 5684 South 2700 West
5. Consideration of Approval of an Alcoholic Beverage License for Southern Comfort, Located at 5357 South 1900 West
6. Consideration of Resolution 15-9 Approving a Contract between Roy City Corporation and Staker & Parson Companies for the 2015 Street Maintenance Project
7. City Managers Report
8. Public Comments
9. Mayor and Council Report
10. 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 17th day of July, 2015. A copy was also provided to the Standard Examiner and posted on the Roy City Website on the 17th day of July, 2015.

AMY MORTENSON,
ROY CITY RECORDER

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Roy City Council Agenda Information – (801) 774-1020

MINUTES OF THE JULY 7, 2015, ROY CITY COUNCIL MEETING

1. Approval of the June 16, 2015, minutes
2. Swearing in of Roy City Youth Council members
3. Roy City victim services annual report
4. Consideration of Resolution No. 15-8 support House Bill 362 (2015)
5. Consideration of approval of an alcoholic beverage license for Southern Comfort Restaurant located at 5357 South 1900 West - tabled
6. Open Public Meetings Act training - tabled
7. City Manager's report
8. Public comments
9. Mayor and Council reports
10. Adjourn

Minutes of the Roy City Council Meeting held July 7, 2015, at 6:00 p.m. in the City Council Room 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 Pro-Tem Dave Tafoya
Councilwoman Marge Becraft
Councilman John Cordova
Councilman Brad Hilton
Councilwoman Karlene Yeoman

City Manager Andy Blackburn
City Attorney Clint Drake
Secretary Michelle Drago

Excused: Mayor Willard Cragun

Also present were: Amy Mortenson, City Recorder; Trent Nelson; Prosecutor; Tara Jones, Victims Advocate; Ed Weakland; Karch Denney; Alan Turpin; Blake Turpin; Grant Turpin; Kirk Smith; Greg Sagen; Jason Kunzler; Todd Call; Scott Berry Shawn Wakefield; Todd Potter; Samantha Jensen; Jeff Jensen; Michelle Jensen; Rebecca Jensen; Peter Jensen; and Bert Visser.

Moment of Silence: Councilman Hilton

Pledge of Allegiance: Councilman Hilton

1. APPROVAL OF THE JUNE 16, 2015, MINUTES

Councilman Hilton moved to approve the minutes of June 16, 2015, as corrected. Councilwoman Yeoman seconded the motion. Council members Becraft, Cordova, Hilton, Tafoya, and Yeoman voted “aye.” The motion carried.

2. SWEARING IN OF ROY CITY YOUTH COUNCIL MEMBERS

Councilwoman Becraft stated that the Council started working on the Youth City Council last November. It started to function in March. The Youth Council now included members: Garrett MacArthur, Bell Courier, Samantha Jensen, and Elizabeth Beeli. Samantha Jensen would be sworn in tonight. The Youth City Council would act as advocates between youth in Roy City and the City Council. When the youth had questions or concerns, the City Council could help. The Youth City Council members would also help with community activities, such as the Easter Egg Hunt and Roy Days.

Amy Mortenson, City Recorder, swore in Samantha Jensen.

Samantha Jensen introduced members of her family who were in attendance.

Mayor Pro-Tem Tafoya welcomed her aboard.

3. ROY CITY VICTIM SERVICES ANNUAL REPORT

Clint Drake, City Attorney, introduced Trent Nelson, the Roy City Prosecutor, and Tara Jones, Roy City's Victim Advocate. He had invited them to update the City Council on what was happening with the grant money the City received a few years ago.

Tara Jones stated that the Victim Advocate Program was started in early 2013. Her position was funded by grant money the City received at that time. The City had served over 400 citizens since the program's inception. Each year the number served had gone up. Most of those the City served were victims of domestic violence.

Ms. Jones explained that as an advocate she worked with all kinds of victims: Domestic violence, sexual assault, child abuse, robbery, assault, stalking, elderly abuse, secondary homicide survivors, victims of DUI's and property crimes. She worked with the Roy City Prosecutor by contacting victims before court to inform them of their rights and offer additional services like protective orders and safety planning. She shared the victims' wishes with the Prosecutor and assisted him in court with orders and preparing victims if a case went to trial. She contacted victims after court to let them know the outcome of the proceedings and informed them if they were eligible for further compensation or assistance. As an advocate she worked with the Police Department. She could respond to a scene or take calls from officers any time to assist with domestic violence by answering immediate questions about emergency shelter and safety planning.

Councilwoman Becraft asked where the local emergency shelter was located. Tara Jones said the emergency shelter in Weber County was Your Community Connection, which was located in Ogden.

Ms. Jones said she was available at any time to offer victims of any crime guidance to further services in the community through officers or detectives. She kept the Police Department informed of changes in victim laws, available services, and did training with all new officers about the Victims' Advocate Program. She had developed and maintained a Volunteer/Intern Program with Weber State University. She attended the local Domestic Violence Coalition with other entities to do outreach and education in the community. She attended City events and kept information in the newsletter and on the City's website to inform the community about the program. She worked with Crime Victim Reparations to help victims get the emergency financial services they needed. She kept up on annual training and worked with other local programs to keep the community in the know when it came to implementing new and important victim services and protocols. She felt the program had been a big success.

Clint Drake stated that they didn't like to report high numbers because that meant there were victims in Roy City, but the numbers also showed that the Victims' Advocate was providing a service to the City.

Trent Nelson, Prosecutor, stated that Tara Jones had a passion for what she did. The Roy City Justice Court was designed to solve local problems from small claims to crimes. When you think about crimes, you thought of the defendant, but there was another half of the equation - the victims. Utah had been on the cutting edge of victims' rights. A victim had a role to play and rights. A victim's rights in Utah were very specific:

- The right to privacy
- The right to be heard at sentencing
- The right to be informed and assisted
- The right to a speedy resolution of their case
- The right to be free from threats and intimidation
- The right to restitution and reparations for their losses
- The right to notice of all important criminal justice proceedings
- The right to be present in the courtroom for all important hearings
- The right to be treated with dignity, respect, courtesy, and sensitivity
- The right to an explanation of the legal proceedings and plea negotiations

As a prosecutor, there were things he was required by statute to do. He tried to be efficient, but he could not cut corners. He spent most of his time on the victim's right to an explanation of the legal proceedings and plea negotiations. Cases involving victims were dynamic. They changed from day to day. A victim did not always know what to do at the time of the incident. Officers forwarded a victim's information to Tara Jones so she could contact them. She had even responded to the scene. Tara helped victims understand what was happening so they could make decisions. When he first arrived at Roy City, he tried to prosecute cases and advise victims. He realized he could not do both. There needed to be someone separate from the prosecutor, which is why he applied for the grant. He appreciated the Council's approval of the grant and subsequent support. It made a difference in the community.

Councilman Cordova thanked both Tara and Trent for what they did.

Clint Drake stated that both Tara and Trent were doing a great job. The program had had time to establish itself. Tara had put together a pamphlet that officers carried in their vehicles which they were able to hand out. Things that fell through the cracks when there was just a prosecutor, because there were too many cases, were being handled by Victim Services.

4. CONSIDERATION OF RESOLUTION NO. 15-8 SUPPORTING HOUSE BILL 362 (2015)

Mayor Pro-Tem stated that the Utah Legislature passed House Bill 362, which authorized a local general sales tax by .25% to fund transportation needs. Approval of Resolution No. 15-8 would encourage Weber County to put the sales tax proposal on the November 2015 ballot.

Councilwoman Yeoman felt it would be good for the voters to decide whether they wanted the sales tax.

Councilman Hilton asked how much Roy City would receive of the .25% sales tax. Mr. Blackburn said about 40% of .25% sales tax would go to the municipalities and the county. The county would get about half what the municipalities would receive. The rest would go to UDOT.

Councilman Hilton moved to approve Resolution No. 15-8 supporting HB 362 (2015) authorized 0.25% local option general sales tax dedicated to transportation, encouraging the County of Weber to submit the proposal to voters in November 2015, and encouraging voters to support the proposal. Councilwoman Yeoman seconded the motion. A roll call vote was taken: Council members Yeoman, Hilton, Cordova, Tafoya, and Becraft voted "aye." The motion carried. (Copy filed for record).

5. CONSIDERATION OF APPROVAL OF AN ALCOHOLIC BEVERAGE LICENSE FOR SOUTHERN COMFORT LOCATED AT 5357 SOUTH 1900 WEST - TABLED

Andy Blackburn asked that this item be tabled because the staff had not been able to complete the necessary paperwork and could not make a recommendation.

Scott Berry, West Haven, stated that he was the owner of the Southern Comfort Restaurant.

Shawn Wakefield, 2182 West 5600 South, stated that she was Mr. Berry's employee.

Scott Berry stated that the only reason the beer license was being tabled was because the Building Inspector was not happy with the installation of the water heater. Time was of the essence. They were losing customers because they did not serve beer. They thought they had received approval for their beer license when they appeared before the Council in November 2014. They didn't understand what was going on. He understood that the business license was held up, but didn't understand why the Council could not vote to approve the alcoholic beverage license again.

Andy Blackburn stated that a positive staff recommendation was needed before the Council could approval an alcoholic beverage license. The Council could not approve an alcoholic beverage license if the business did not meet the occupancy requirement.

In November 2014 the Council approved a business license not an alcoholic beverage license. The staff had done what it could, but the building still did not meet the necessary requirements. The staff hoped that all requirements could be done before the next Council meeting.

Shawn Wakefield stated that their building had enough parking until they added the beer license. Because of the beer license requirements, they had to get permission from adjoining property owners to use their parking lots in order to have enough parking. The Planning Commission reviewed and approved the parking.

Mayor Pro-Tem Tafoya stated that the approval in November was strictly for the business license. The Planning Commission did not consider or make recommendations regarding beer licenses. It sounded like there was a misunderstanding. The alcoholic beverage license should be on the next agenda.

Councilwoman Becraft moved to table consideration of an alcoholic beverage license for Southern Comfort. Councilwoman Yeoman seconded the motion. Council members Becraft, Cordova, Hilton, Tafoya, and Yeoman voted “aye.” The motion carried.

6. OPEN PUBLIC MEETINGS ACT TRAINING – TABLED

Mayor Pro-Tem Tafoya asked that this item be tabled as the entire Council was not in attendance. He felt that the training could be completed in a work session.

Councilman Cordova moved to table the Open Public Meetings Act training. Councilman Hilton seconded the motion. Councilmembers Becraft, Cordova, Hilton, Tafoya, and Yeoman voted “aye.” The motion carried.

7. CITY MANAGER’S REPORT

Andy Blackburn stated that the Bureau of Emergency Medical Services had awarded the Roy Fire Department the Incident of the Year Award for the manner in which they responded to a rollover accident involving a drunk driver and an SUV. It was quite an honor for the Fire Department.

Councilwoman Yeoman asked if the Fire Department had already received the award. Councilman Hilton said the Department’s entire staff and emergency team were in attendance when the award was presented a few weeks ago.

Councilwoman Becraft asked that information about the award be included in the City’s newsletter.

Andy Blackburn stated the Fire Chief Poulsen had indicated that the Council members had been invited to tour the plant of the company contracted to do the Roy Days’ fireworks show. He asked that Council members contact Chief Poulsen if they were interested, and a tour could be arranged.

Councilwoman Yeoman felt it would be good for the Council to make sure safety measures were in place after last year's incident.

Councilman Hilton said he was interested in going.

Andy Blackburn reported that the Fire Department had begun to burn along the D&RG Trail in preparation for Roy Days. Their radios had been ordered and would arrive before too long.

Andy Blackburn stated that Cathy Spencer had spoken with Waste Management. There would not be a garbage rate increase this year; the City's numbers had remained high enough. The Council still needed to decide what to do about the dumpster issue. Cathy Spencer wanted to wait until September to discuss the matter. By then the audit would be complete, and the staff would have a better indication of the numbers.

Councilwoman Yeoman felt the City needed to put other plans into place.

Andy Blackburn reported that UDOT began doing cement work on 1900 West on June 30th. They were also taking two inches of pavement off and putting two new inches on. They had promised they would not interfere with the Roy Days parade. Midland Drive would not be finished until January 2016.

Councilwoman Becraft asked about the status of the 3500 West closure. Mr. Blackburn said he would check and report back.

Andy Blackburn stated that the 4000 South roundabout would be completed before school started. Mayor Pro-Tem asked that the City do its best to stay on schedule. Mr. Blackburn said there had been a problem, but the staff had a solution which would not delay the project.

8. PUBLIC COMMENTS

Bert Visser, 4833 South 2500 West, wanted to find out why the City was considering high density housing between the railroad right-of-way and the trail, and why it was giving redevelopment money to the developer. Redevelopment money was supposed to benefit the community, not a developer. Why did the Council keep wanting to change the zone between the tracks from commercial to high density residential? He didn't feel the Council should even think about high density. It burned him up because years ago, the Council would not have considered high density. It seemed that whatever a developer wanted, the City would do. Mr. Visser said there wasn't access to this area.

Mayor Pro-Tem Tafoya stated that the City had not approved a development, nor had it given money to anyone. The Council simply agreed to look at a proposal.

Andy Blackburn stated that the City could not prevent someone from submitting an application.

Bert Visser complained that the City was failing to do anything about acquiring land for another cemetery. The Council kept saying it was looking into, but nothing ever happened. He was tired of it. He hoped there were enough people in Roy to do something about it.

Ed Weakland, 2449 West 4000 South # 2, was concerned because an article in the newspaper said the City was considering a development between the railroad and the trail. Was the City considering eminent domain to confiscate the property? Had anyone had done the math on the property? To him high density meant a slum or a ghetto.

Mayor Pro-Tem stated that the City was not considering eminent domain. The City had told the developer it would look at a proposal if he made an application.

Jason Kunzler, 5446 South 4175 West, stated that his group had submitted a proposal to the Council for rabbits and hens in residential zones. He asked if the Council had any comments or concerns.

Mayor Pro-Tem suggested that Mr. Kunzler's group meet with the staff to review the proposal. He personally felt it could have been written better. The current Council had not been in favor of amending the Zoning Ordinance. However, Mr. Kunzler's group had done due diligence. It was a tough decision for the Council either way. He had personally been put off by the group's insistence that the City did not allow chickens. The City did allow chickens in the proper zone. He felt Mr. Kunzler's group needed to sit down with the staff and some Council members to work out a compromise.

Jason Kunzler stated that their petition to have the ordinance put on the ballot was short just 30 signatures because the County had disqualified them. The disqualified signatures came from residents of Roy. He asked that the Council honor those signatures and place the proposal on the ballot.

Mayor Pro-Tem Tafoya said the Council could not circumvent the law.

Councilman Tafoya suggested that Mr. Kunzler's group meet with the City Attorney and City Planner. A few Council members would also attend the meeting. The entire Council could not attend due to public meeting regulations. The issue could then move forward from there.

Jason Kunzler stated that they had talked to over 5,000 people. Many supported the cause but did not want to register to vote.

Councilwoman Becraft suggested that Mr. Kunzler contact those whose signatures were disqualified and find out to get them qualified.

Todd Call, 4888 South 2675 West, stated that his family liked to sit on the grassy area south of the 4000 South Airport Road roundabout to watch Riverdale City's 4th of July fireworks. A few minutes after the fireworks began the sprinklers came on. The same thing happened last year. Was there a way to shut the sprinklers off on the 4th of July?

Mayor Pro-Tem Tafoya suggested that Mr. Call contact the Public Works Department a few days before the 4th of July and ask that the sprinklers be turned off for the night.

9. MAYOR AND COUNCIL REPORTS

Councilman Cordova stated that he would not be able to attend the July 21st meeting.

Councilman Hilton stated that he received a call regarding the paving near 3050 West 6000 South. He complimented the Public Works Department for their response. Within in two days they had taken out a tree and re-poured the sidewalk.

Councilwoman Yeoman reported that the Public Works Department started to put the lights up and were stopped again by the power company. They had finally received approval to proceed again from UDOT and the power company. They hoped to get about ten lights up in time for the Roy Days banners.

Councilwoman Becraft stated that if the new street lights were not in place, the Public Works Department would put up the Roy Days banner on the old lights.

Councilman Cordova asked about the reason for Rocky Mountain Power's delay. Mr. Blackburn said the City thought it had approval from Rocky Mountain, but when they began putting in the lights the power company stopped them again. The City had once again received approval from Rocky Mountain Power.

Councilwoman Yeoman said the Beautification Committee would start working on 5600 South and the entrance to the City.

Mayor Pro-Tem Tafoya stated that Roy Days would begin at the end of the month. In the next week, the newsletter would out with a list of all events. All events had been moved to Roy West Park. All citizens could go to www.royutah.org and click on the Roy Days link for information about events. The Miss Roy Days Pageant would be held early on Saturday, July 18th, so it didn't conflict with the 24th of July holiday. The pageant would be held at the high school. He reminded the Council that they would be cooking for the Salmon Bake on Friday, July 31st.

Mayor Pro-Tem Tafoya asked if Samantha Jensen was aware of any youth concerns the Council needed to be aware of. She said no.

13. ADJOURN

Councilwoman Yeoman moved to adjourn at 6:51 p.m. Councilwoman Becraft seconded the motion. Council members Becraft, Cordova, Hilton, Tafoya, and Yeoman voted “aye.” The motion carried.

Attest:

Dave Tafoya
Mayor-Pro Tem

Amy Mortenson
Recorder

AN ORDINANCE GRANTING TO QUESTAR GAS COMPANY A FRANCHISE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A GAS DISTRIBUTION SYSTEM IN ROY CITY, WEBER COUNTY, STATE OF UTAH.

Questar Gas Company, a Utah corporation, (Questar Gas) desires to construct, maintain, and operate a gas distribution system within the City of Roy (City); and

The City Council has determined that it is in the best interest of the citizens of the City to grant a franchise to Questar Gas to use the roads and streets within the City for such purpose;

NOW, THEREFORE, the City Council ordains as follows:

1. **Grant of Franchise.** The City grants to Questar Gas a nonexclusive franchise (Franchise) to construct, maintain, and operate in the present and future roads, streets, alleys, highways and other public rights-of-way within City limits, including any property annexed or otherwise acquired by the City after the effective date of this Franchise, (collectively, Streets) a distribution system for furnishing natural gas to the City and its inhabitants for heating and other purposes. Questar Gas shall have the right to erect, construct, equip, and maintain along, over and under the Streets a system of mains, pipes, laterals, and related equipment (Facilities) as are reasonably necessary for supplying natural gas service in accordance with this Franchise.

2. **Consideration.** In consideration of this Franchise, Questar Gas shall pay to City the sum of \$50.00 upon acceptance of this Franchise and shall provide gas service in accordance with the terms of this Franchise.

3. **Term.** This Franchise is granted for a term of twenty (20) years.

4. **Acceptance.** Within sixty (60) days after the passage of this ordinance, Questar Gas shall file with the City an unconditional written acceptance of the Franchise declaring its

acceptance of the Franchise and its intention to be bound by the terms and conditions of the Franchise.

5. **Construction and Maintenance of Facilities.** All Facilities shall be constructed and installed so as to interfere as little as possible with traffic over and public use of the Streets and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Streets. The Company shall obtain all necessary permits for construction, maintenance and operation of the Facilities. All Facilities shall be constructed in accordance with established gas distribution construction practices and in a manner which protects the Facilities from all traffic loads. Without unreasonable additional cost to Questar Gas, all Facilities that are installed during the term of the Franchise shall be sited to be visually unobtrusive and to preserve the natural beauty and neighborhood aesthetics within the City limits.

Questar Gas shall repair or replace, at its own expense, any and all rights of way, pavements, sidewalks, street improvements, excavations, storm drains, other facilities, landscaping, or other improvements, public or private, that it damages in the Franchise operations. Damage to City-owned water mains shall be governed by the Damage to Underground Utilities Act, as amended. Utah Code Ann. §§54-8a-1 to 54-8a-13.

6. **Compliance with Ordinances--Conflict.** Questar Gas shall comply with all City ordinances, regulations and requirements and shall pay all applicable street cut, excavation and any other applicable fees and charges that are or may be prescribed by the City with respect to the construction, maintenance and operation of all Facilities. However, these obligations shall apply only as long as such ordinances, regulations, requirements, or fees are not preempted by or otherwise in conflict with any applicable statutory or constitutional law, rule, or regulation, or the tariffs approved by regulatory bodies having jurisdiction over Questar Gas, including this

Franchise and any lawful revisions made and accepted by Questar Gas during the term of the Franchise.

The City shall have the right to inspect the construction, operation, and maintenance of the Facilities to ensure the proper compliance with applicable City ordinances, regulations, and requirements. In the event Questar Gas should fail to comply with the terms of any City ordinance, regulation, or requirement, the City shall give Questar Gas written notice of such non-compliance and the time for correction provided by ordinance or a reasonable time for correction if there is no time frame provided by the applicable ordinance, regulation, or requirement. After written notice and failure of Questar Gas to make correction, the City may, at its sole risk, make such correction itself and charge the cost to Questar Gas including any minimum cost provided by ordinance. The City shall not make, nor request or allow any party other than Questar Gas to make changes, corrections, or modifications of any kind to Questar Gas's Facilities. Nothing in this Franchise limits Questar Gas' right to oppose any ordinance, whether existing, proposed, or adopted, from and after the effective date of this Franchise.

7. **Information Exchange.** Upon request by either the City or Questar Gas, as reasonably necessary, Questar Gas and the City shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the City limits, with a view towards coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any information regarding future capital improvements that may involve land acquisition shall be treated with confidentiality upon request to the extent that the City may lawfully do so.

8. **Relocation.** Upon request to Questar Gas, the City may require the relocation and removal or reinstallation (collectively, Relocation) of any Facilities located in, on, along, over,

across, through, or under any of the Streets. After receipt of such written notice, Questar Gas shall diligently begin such Relocation of its Facilities as may be reasonably necessary to meet the City's requirements. In the event the City requires Relocation of Facilities that were installed pursuant to this Franchise, and not pursuant to a property or other similar right, including, but not limited to, a right-of-way, grant, permit, or license from a state, federal, municipal or private entity, and such Relocation is requested for the protection of the public health, safety and welfare pursuant to lawful authority delegated to the City; then the Relocation of Facilities by Questar Gas shall be at no cost to the City so long as the City provides a new location for the Facilities. Otherwise, a Relocation required by the City pursuant to such written notice shall be at the City's expense. However, Questar Gas shall not be responsible for any costs associated with a City project that are not attributable to Questar Gas's Facilities in the Streets. In the event that any costs are attributable to the Relocation of facilities owned by more than one party, including Questar Gas, all such costs shall be allocated among all utilities or other persons or entities whose facilities or property are subject to Relocation due to an authorized City project. Following Relocation of any Facilities, Questar Gas may maintain and operate such Facilities in a new location within City limits without additional payment.

If a City project is funded by federal or state monies that include an amount allocated to defray the expenses of Relocation of Facilities, then the City shall compensate Questar Gas up to the extent of such amount for any Relocation costs mandated by the project to the extent that the City actually receives or is otherwise authorized to direct or approve payment of such federal or state funds; however, the City shall ensure that receipt of compensation from federal or state sources shall not restrict or otherwise obligate Questar Gas' ownership of the Facilities in any way.

9. **Terms of Service.** Questar Gas shall furnish natural gas service without preference or discrimination among customers of the same service class at reasonable rates, in accordance with all applicable tariffs approved by and on file with regulatory bodies having jurisdiction over Questar Gas, including revisions to such tariffs made during the term of the Franchise, and in conformity with all applicable constitutional and statutory requirements. Questar Gas may make and enforce reasonable rules and regulations in the conduct of its business, may require its customers to execute a gas service agreement as a condition to receiving service, and shall have the right to contract with its customers regarding the installation and operation of its Facilities. To secure safe and reliable service to the customers, and in the public interest, Questar Gas shall have the right to prescribe the sizes and kinds of pipes and related Facilities to be used and shall have the right to refuse service to any customer who refuses to comply with Questar Gas' rules and regulations.

10. **Indemnification.** Questar Gas shall indemnify, defend, and hold the City, its elected officials, officers, employees, and authorized agents under the control and supervision of the City harmless from and against any and all claims, demands, liens, liabilities, damages, actions, and proceedings arising from the exercise by Questar Gas of its rights under this Franchise, including its operations within City limits, and Questar Gas shall pay the reasonable cost of defense plus the City's reasonable attorney fees. Notwithstanding any provision to the contrary, Questar Gas shall not be obligated to indemnify, defend or hold the City harmless to the extent that any underlying claim, demand, lien, liability, damage, action, and proceeding arises out of or in connection with any act or omission of the City or any of its agents, officers or employees.

11. **Assignment.** Questar Gas may assign or transfer its rights and obligations under the Franchise to any parent, affiliate, or subsidiary of Questar Gas, to any entity having fifty

percent (50%) or more direct or indirect common ownership with Questar Gas, or to any successor-in-interest or transferee of Questar Gas having all necessary approvals, including those from the Utah Public Service Commission or its successor, to provide utility service within the City limits. Otherwise, Questar Gas shall not transfer, assign, or delegate any of its rights or obligations under the Franchise to another entity without the City's prior written approval, which approval shall not be unreasonably withheld or delayed. Inclusion of the Franchise as an asset of Questar Gas subject to the liens and mortgages of Questar Gas shall not constitute a transfer or assignment requiring the City's prior written consent.

12. **Insurance.** The Company shall responsibly self-insure or maintain insurance to cover its obligations and liabilities as set forth in Section 10, in lieu of any insurance as may be required in any City ordinances.

13. **Bonding.** If City ordinance requires Questar Gas to post a surety bond, that section of the ordinance is expressly waived.

14. **Effect of Invalidity.** If any portion of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of any remaining portions of this Franchise.

15. **Amendment.** This ordinance shall not be altered or amended without the prior written consent of Questar Gas.

16. **Effective Date.** This ordinance shall become effective upon the date of acceptance by Questar Gas as established above.

APPROVED and ADOPTED this _____ day of _____, 20____.

Roy City

ATTEST:

City Recorder

By _____
Mayor

By _____
Council member

Voting Outcome

Council member _____
Council member _____
Council member _____
Council member _____
Council member _____

Yes **No**

QUESTAR GAS COMPANY

By: _____
Craig C. Wagstaff
President

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that he is the Mayor of Roy City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

Notary Public

My Commission Expires:

Residing at:

QUESTAR GAS ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the ____ day of _____, 20____, personally appeared before me Craig C. Wagstaff, who being by me duly sworn did say that he is President of **QUESTAR GAS COMPANY**, a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and he acknowledged to me that said corporation executed the same.

Notary Public

My Commission Expires:

Residing at:

SYNOPSIS

Application Information

Applicant: Brad Wilkinson; KIDCO LLC
Request: Request for Preliminary Subdivision approval for KIDCO Subdivision, a two (2) lot subdivision.
Address: Approximately 5684 South 2700 West

Land Use Information

Current Zoning: R-1-8; Single-Family Residential
Adjacent Land Use: North: R-1-8; Single-Family Residential South: R-1-8; Single-Family Residential
East: R-1-8; Single-Family Residential West: RE-20; Residential Estates

Staff

Report By: Steve Parkinson
Recommendation: Recommends approval with conditions

APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10, Chapter 10 (General Property Development Standards)
- Roy City Subdivision Ordinance Title 11, Chapter 3 (Preliminary Subdivision Application)
- Roy City Subdivision Ordinance Title 11, Chapter 9 (Subdivision Development Standards)

PLANNING COMMISSION ACTION

The Planning Commission held a Public Hearing on July 14, 2015, the hearing was opened at 19:00 – public comments were as follows:

- Bob Comeau of Questar Gas – wanted to make sure there was a Public Utility easement so they could get their gas line to the property!
- No further comments were made.

With no further comments the public hearing was closed at 19:05.

After a small discussion, the Commission voted of 5-0 to forward to the City Council a recommendation to grant Preliminary Plat approval of KIDCO Subdivision, a two (2) lot subdivision located at 5684 S. 2700 W., with the conditions as outlined in report and the concerns of Questar Gas.

BACKGROUND

Subdivision: The proposed subdivision is to subdivide 19,650 square-feet of property into two (2) individual parcels. Lot 1 already has an existing single-family dwelling on it and Lot 2 would be for a second single-family dwelling.

Zoning: The property was recently zoned R-1-8 and according to table 10-1 of the zoning ordinance the R-1-8 zone allows for single-family lots to be a minimum of 8,000 sq.-ft. and that each lot is also required to have a minimum of 65 ft. of frontage, which each meet the minimum of both requirements.

Access: Lot 1 will continue to have access onto 2700 West and Lot 2 will have access onto 2650 West.

Improvements / Utilities: Both lots are easily served by all utilities.

DRC Review: The DRC has reviewed the development, see attached memo. There are a few things needing to be re-submitted, but nothing that would cause the development not to comply with all applicable codes.

Summary: This small two (2) lot subdivision meets all aspects of the zoning and subdivision requirements for lot width and lot size.

CONFORMANCE TO THE GENERAL PLAN

The future land use map shows and supports this area to be developed as R-I-8; Medium Density Residential.

CONDITIONS OF APPROVAL

1. Compliance to the requirements and recommendations as outline in the DRC memo dated 8 July 2015 (Attached).

FINDINGS

1. The proposed subdivision meets all of the requirements of the Zoning Ordinance.
2. The proposed subdivision meets all of the requirements of the Subdivision Ordinance

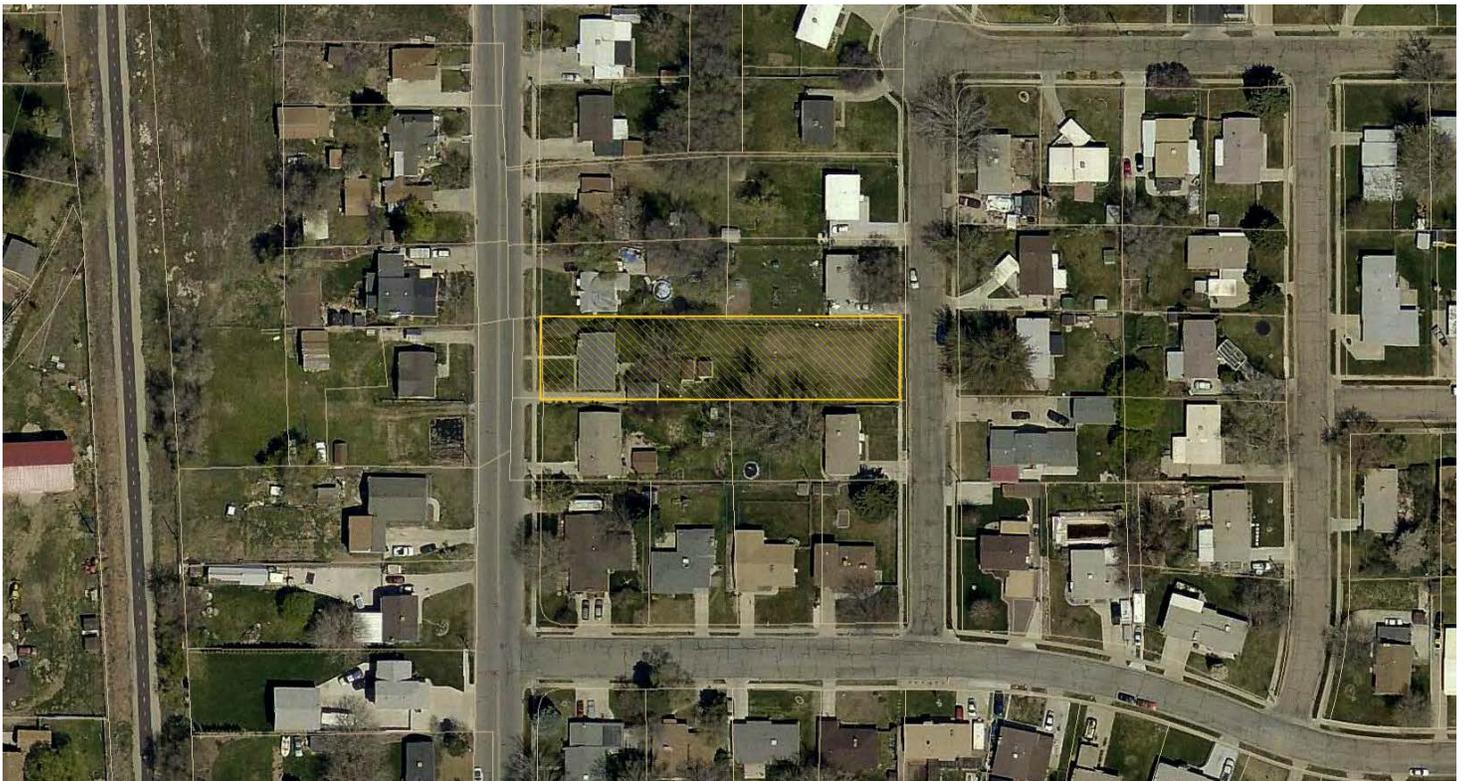
RECOMMENDATION

Staff recommends approving the Preliminary Subdivision of KIDCO Subdivision located at approximately 5684 South 2700 West with the conditions as outlined within the staff report.

EXHIBITS

- A. Aerial Map
- B. Preliminary Subdivision plat
- C. DRC Memo dated 8 July 2015

EXHIBIT "A" – AERIAL MAP





COMMUNITY DEVELOPMENT DEPARTMENT
505 I South I 900 West; Roy, Utah 84067
(801) 774-1040 | Fax: (801) 774-1030

MEMORANDUM

Date: 8 July 2015
To: Brad Wilkinson; KIDCO LLC
From: Steve Parkinson – Planning & Zoning Administrator
Mark Miller – City Engineer
Jeff Comeau – Deputy Fire Chief
Ed Pehrson – Building Official
Ross Oliver – Public Works Director
Clint Drake – City Attorney
Subject: KIDCO Subdivision (5684 S 2700 W) Preliminary Plat

We have tried to address all items of concern with reference to all applicable City codes or for the general Health, Safety and Welfare of the public, however, this review does not forego any other items of concern that may come to our attention during additional reviews.

Engineering –

1. The street designation in front of Lot 1 should be corrected from 2650 West to 2700 West.
2. The west boundary of the subdivision extends to the center of 2700 West. The street portion should be properly dedicated to Roy City. The holding strip on 2650 West should also be addressed.
3. All subdivision improvements required by the Subdivision Ordinance will be required for this subdivision. Existing utilities for Lot 1 should be shown. A secondary water connection for Lot 2 should also be shown.
4. The existing sidewalk condition in front of both lots should be noted on the plat. Any substandard conditions must be repaired as part of the subdivision improvements.
5. The closest fire hydrant to Lot 2 should be shown on the plat.
6. An APWA style "T" patch will be required for the street cuts in 2650 West.
7. The distances and bearings in the legal description should match what is shown on the plat.
8. The dimensions and setbacks of all existing buildings should be shown on the plat.

Fire / Public Works / Legal -

1. No comment at this time

Building -

1. There shall be a Geotechnical Engineer inspection conducted once the excavation has been completed and prior to any fill or footings being placed. The Geotech Engineer shall provide a report to the contractor, which will then turn it into the City Building Official for review. All conditions present at the time of inspection shall be noted and any recommendations from the Geotechnical Engineer shall be followed. Soil type, ground water, and fill material are a few of the items to be checked for.
2. Section R405.1 Concrete or masonry foundations requires drains to be installed. Drains shall be provided around all concrete or masonry foundations that retain earth and enclose habitable or usable spaces located below grade. Drainage tiles, gravel or crushed stone drains, perforated pipe or

other *approved* systems or materials shall be installed at or below the area to be protected and shall discharge by gravity or mechanical means into an *approved* drainage system. Gravel or crushed stone drains shall extend at least 1 foot (305 mm) beyond the outside edge of the footing and 6 inches (152 mm) above the top of the footing and be covered with an *approved* filter membrane material. The top of open joints of drain tiles shall be protected with strips of building paper. Perforated drains shall be surrounded with an *approved* filter membrane or the filter membrane shall cover the washed gravel or crushed rock covering the drain. Drainage tiles or perforated pipe shall be placed on a minimum of 2 inches (51 mm) of washed gravel or crushed rock at least one sieve size larger than the tile joint opening or perforation and covered with not less than 6 inches (152 mm) of the same material.

Planning -

- I. The scale on the plat is incorrect.

2015 ALCOHOLIC BEVERAGE LICENSE
 TO BE APPROVED BY THE
 CITY COUNCIL
 On July 21, 2015

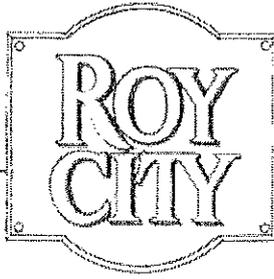
<u>LICENSE #</u>	<u>BUSINESS NAME/ ADDRESS</u>	<u>OWNER</u>	<u>CLASSIFICATION</u>	<u>YEAR TO APPROVE</u>
7212	Southern Comfort 5357 S 1900 W	B. Scott Berry	Class B Beer	2015

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		



FIRE & RESCUE DEPARTMENT
5051 South 1900 West
Roy, Utah 84067



Phone (801) 774-1080
Fax (801) 774-1059

To: Tammy Nelson
From: Deputy Chief Jeff Comeau
Date: 07/01/2015
Subject: Southern Comfort

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.

ROY CITY
POLICE DEPARTMENT MEMO



Carl G. Merino
Chief of Police

To: Licensing
From: Carl G. Merino
Date: July 1, 2015
Subject: Alcoholic Beverage License Applications

I have had the opportunity to review the alcohol applications for the following business:

Southern Comfort 5357 S. 1900 W. "Class B Beer license"
Full service Restaurant

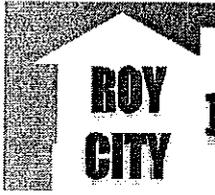
The above listed business has been found in compliance with all standards and conduct required for licensing in Roy City. A check of local records on all individuals involved with this business found nothing that would make them ineligible for their license. All aspects of the applications are in harmony with legal practices and positive recommendations are being made.

It is important to note that Employees were only check for local records. Additional checks can be made through BCI when this is required, prior to this review, by city licensing policy and the individuals request this in person at the Roy city Police Records Department.

Respectfully,

A handwritten signature in black ink, appearing to read "Carl G. Merino".

Carl G. Merino
Chief of Police



Building Safety

To: Mayor Cragun and City Council Members
From: Ed Pehrson
Date: July 17, 2015
Subject: Southern Comfort - Alcoholic Beverage License

An inspection has been conducted at Southern Comfort Restaurant, located at 5357 S 1900 W. I have found them to be compliant with the building and safety codes.

Respectfully,

A handwritten signature in black ink, appearing to read "Ed Pehrson", is written over the typed name.

Ed Pehrson
Roy City Building Official

Resolution No. 15-9

A Resolution of the Roy City Council
Approving a Contract between Roy City Corporation and Staker & Parson
Companies for the 2015 Street Maintenance Project

Whereas, the Roy City Council desires to enter into an Agreement with Staker & Parson Companies, and

Whereas, the Agreement sets forth the respective rights and responsibilities of the Parties regarding the 2015 Street Maintenance Project.

Now, therefore, be it resolved by the Roy City Council that the Mayor is authorized to execute the Agreement with Staker & Parson Companies.

Passed this 21st day of June, 2015.

Willard Cragun
Mayor

Attest:

Amy Mortenson
City Recorder

Voting:

	Aye	Nay	Absent	Excused
Councilmember Marge Becraft	_____	_____	_____	_____
Councilmember John Cordova	_____	_____	_____	_____
Councilmember Brad Hilton	_____	_____	_____	_____
Councilmember Dave Tafoya	_____	_____	_____	_____
Councilmember Karlene Yeoman	_____	_____	_____	_____



Memorandum

To: Ross Oliver, Public Works Director
Roy City Corporation

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

Date: July 15, 2014

Subject: **2015 Street Maintenance Project**

In response to our Advertisement for Bid for the subject project, bids were received at 2:00 p.m. on July 15, 2015, at the Roy City Public Works Office. Four contractors responded with bids ranging from \$216,205.00 to \$258,175.00. The Engineer's Estimate was \$217,000.00. We recommend that the contract be awarded to **Staker & Parson Companies** for the amount of **\$216,205.00**.

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.

NOTICE OF AWARD

DATED: July 15, 2015

TO: Staker & Parson Companies

ADDRESS: 2350 South 1900 West, Ogden, UTAH 84401

PROJECT: 2015 Street Maintenance Project

You are notified that your Bid dated July 15, 2015, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the 2015 Street Maintenance Project. The Contract Price of your Contract is Two Hundred Sixteen Thousand Two Hundred Five Dollars and No Cents (\$216,205.00).

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)

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **ROY CITY CORPORATION** (hereinafter called OWNER) and **Staker & Parson Companies** (hereinafter called CONTRACTOR).

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

ARTICLE 1- WORK

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

The work consists of the following: Furnishing and installing approximately 1,500 tons of asphalt overlay; 150 tons of hot mix asphalt leveling course; 34,500 square yards of chip seal with fog coat; raising of manholes and valves; and striping.

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:

2015 STREET MAINTENANCE PROJECT

ARTICLE 3- ENGINEER

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

ARTICLE 4- CONTRACT TIMES

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

4.02 *Dates for Completion and Final Payment:* The Work will be completed by **August 31, 2015**. This agreement may be extended, solely at OWNER's option, for an additional one-year time period on the same terms and conditions as provided in the contract documents, with price adjustments for changes in materials and labor costs.

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

ARTICLE 5- CONTRACT PRICE

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

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

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	2-Inch Thick Hot Mix Asphalt Overlay:	1,500	Tons	\$63.00	\$94,500.00
2	Hot Mix Asphalt Leveling Course	150	Tons	\$67.00	\$10,050.00
3	Chip Seal with Fog Coat:	34,500	S.Y.	\$2.79	\$96,255.00
4	Reconstruct Manhole Ring & Cover in Roadways with Asphalt Overlay:	10	Each	\$400.00	\$4,000.00
5	Reconstruct Valve Box in Roadways with Asphalt Overlay:	20	Each	\$295.00	\$5,900.00
6	Restore Striping:	1	L.S.	\$5,500.00	\$5,500.00

TOTAL OF ALL UNIT PRICES **Two Hundred Sixteen Thousand Two Hundred Five Dollars and No Cents (216,205.00).**

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.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
1. This Agreement;
 2. Engineering General Conditions noted as EJCDC No. 1910-8 (1996 Edition);
 3. Supplementary Conditions;
 4. Specifications as listed in the table of contents of the Project Manual;
 5. Addenda Nos. 1 and 2;
 6. Exhibits this Agreement;
 1. Notice to Proceed;
 2. CONTRACTOR's Bid;
 3. Documentation submitted by CONTRACTOR prior to Notice of Award;
 7. 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 9.01A 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 defined by Engineers Joint Contract Documents Committee STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC No. 1910-8 (1996 Edition)).

10.02 *Assignment of Contract:* No 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 _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

ROY CITY CORPORATION

STAKER & PARSON COMPANIES

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

NOTICE TO PROCEED

Dated: _____

TO: Staker & Parsons Companies

ADDRESS: 2350 South 1900 West, Ogden, UTAH 84401

PROJECT: 2015 Street Maintenance Project

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)



2015 Street Maintenance Project

Roy City Corporation

Bid Opening Date: July 15, 2015 Time: 2:00 P.M. Place: Roy City Public Works Building

	Description	Quantity	Units	Engineer's Estimate		Staker & Parson Companies		Consolidated Paving and Concrete Inc.		Granite Construction Company	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2-Inch thick Hot Mix Asphalt Overlay:	1,500	Tons	\$63.00	\$94,500.00	\$63.00	\$94,500.00	\$68.58	\$102,870.00	\$70.00	\$105,000.00
2	Leveling Course Asphalt Overlay:	150	Tons	\$75.00	\$11,250.00	\$67.00	\$10,050.00	\$82.13	\$12,319.50	\$70.00	\$10,500.00
3	Chip Seal with Fog Coat:	34,500	S.Y.	\$2.70	\$93,150.00	\$2.79	\$96,255.00	\$2.70	\$93,150.00	\$3.50	\$120,750.00
4	Reconstruct Manhole Ring & Cover in Roadways with Asphalt Overlay:	10	Each	\$450.00	\$4,500.00	\$400.00	\$4,000.00	\$511.50	\$5,115.00	\$440.00	\$4,400.00
5	Reconstruct Valve Box in Roadways with Asphalt Overlay:	20	Each	\$250.00	\$5,000.00	\$295.00	\$5,900.00	\$308.00	\$6,160.00	\$325.00	\$6,500.00
6	Restore Striping:	1	L.S.	\$8,600.00	\$8,600.00	\$5,500.00	\$5,500.00	\$10,080.00	\$10,080.00	\$4,000.00	\$4,000.00
TOTAL OF BID ITEMS					\$217,000.00		\$216,205.00		\$229,694.50		\$251,150.00

4 Post Construction \$258,175.00

Project Engineer
John Bjerregaard