



ROY CITY

Roy City Council Agenda
November 17, 2015 – 6:00p.m.
Roy City Council Chambers
5051 South 1900 West

Moment of Silence and Pledge of Allegiance: Councilmember Becraft

1. Approval of October 20, 2015 City Council Minutes
2. Canvass of the 2015 Municipal Election Results
3. Consideration of Resolution 15-17 Honoring the Roy City Mitey Mites Football Team
4. Presentation by Briggs Wesley Regarding a Humanitarian Aid Project in Roy City/Weber County
5. Consideration of Resolution No. 15-18 Approving a Job Description and Salary Range for a Part-Time Fire Inspector
6. Consideration of Resolution No. 15-19 Approving a Contract for the 6000 S. Storm Drain Project
7. Consideration of Resolution No. 15-20 Approving a Contract for the George Wahlen North Park Restroom Project
8. Consideration of a Request for Conditional Use Approval for a 31 Unit Multi-Family Senior Housing Complex Located at Approximately 2350 W. 4000 S.
9. Consideration of a Request for Preliminary Subdivision Approval for Spencer Subdivision, a Three (3) Lot Single-Family Residential Subdivision; Located at 2243 W. 5200 S.
10. Update on Progress of Roy City Sign Ordinance
11. Roy City Logo Discussion
12. City Managers Report
13. Public Comments
14. Mayor and Council Report
15. 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 13th day of November, 2015. A copy was also provided to the Standard Examiner and posted on the Roy City Website on the 13th day of November, 2015.

AMY MORTENSON,
ROY CITY RECORDER

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

MINUTES OF THE OCTOBER 20, 2015, ROY CITY COUNCIL MEETING

1. Approval of October 6, 2015, minutes
2. Consideration of Resolution No. 15-15 approving a job description and salary range for two (2) seasonal Public Works heavy equipment operators
3. Consideration of Resolution No. 15-16 requesting the recertification of the Roy City/Weber County Justice Court
4. City Manager's report
5. Public comments
6. Mayor and Council reports
7. Adjourn

Minutes of the Roy City Council Meeting held October 20, 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 Willard Cragun	City Manager Andy Blackburn
Councilwoman Marge Becraft	City Attorney Clint Drake
Councilman John Cordova	Secretary Michelle Drago
Councilman Brad Hilton	Youth City Council Samantha Jensen
Councilman Dave Tafoya	
Councilwoman Karlene Yeoman	

Also present were: Carl Merino, Police Chief; Travis Flint, Parks and Recreation Director; Ross Oliver, Public Works Director; Cathy Spencer, Management Services Director; Jason Poulsen, Fire Chief; Rosalie Beeli; Joseph Cronen; Gabriel Mendoza; Jacob Clements; Jayden Hancock; Robert Malan; Sonia Dela Torre; Brittney Carter; Brittany Butler; Bradley Price; Edward Marvin; Michael Marvin; Giselle Gomez; Brooke Bailey; Andrew Hamilton; Janica Supino; Jaedi Moody; Kati Lowder; Jeffrey Riensche; Joan McCarthy; Greg Sagen; Monica Sustaita; Monika Torres; Hanna Spencer; and Ryan Anderson.

Moment of Silence: Councilman Yeoman

Pledge of Allegiance: Councilman Yeoman

1. APPROVAL OF OCTOBER 6, 2015, MINUTES

Councilwoman Yeoman moved to approve the minutes of October 6, 2015, as written. Councilman Tafoya seconded the motion. Council members Becraft, Cordova, Hilton, Tafoya, and Yeoman voted “aye.” The motion carried.

2. CONSIDERATION OF RESOLUTION NO. 15-15 APPROVING A JOB DESCRIPTION AND SALARY RANGE FOR TWO (2) SEASONAL PUBLIC WORKS HEAVY EQUIPMENT OPERATORS

Ross Oliver, Public Works Director, stated that he wasn't asking for money. He was just asking the Council for the ability to pay two part time positions \$10.00 per hour.

Councilman Cordova didn't feel Mr. Ross's request was unreasonable as these operators had to maintain a CDL (commercial driver's license) at the own expense.

Councilman Tafoya asked if these employees would drive snowplows. Mr. Oliver said it was a possibility.

Mayor Cragun felt this was a good move.

Councilman Tafoya moved to approve Resolution No. 15-15 approving a job description for heavy equipment operators (seasonal) in the Public Works Department. Councilman Hilton seconded the motion. A roll call vote was taken; Council members Hilton, Yeoman, Tafoya, Cordova, and Becraft voted “aye.” The motion carried. (Copy filed for record).

3. CONSIDERATION OF RESOLUTION NO. 15-16 REQUESTING RECERTIFICATION OF THE ROY CITY/WEBER COUNTY JUSTICE COURT

Clint Drake stated that every four years the City had to recertify with the Justice Court with the Utah Judicial Council. They wanted to ensure Roy City was qualified as the right type of court, which was based on the average cases per month, and to make sure Roy City's Justice Court was complying with all State laws and regulations. Roy's Justice Court was a Class 1 Court, which was anything over 500 cases per month. Roy's average case load was 680 per month. Mr. Drake provided Council members with a copy of a letter stating that the Roy/Weber Justice Court was currently meeting all of the State requirements and regulations. The letter was part of the recertification process. Roy City had been granted one exception in the past. Class 1 Justice Courts were required to have a court room dedicated exclusively for its use. Roy City's court room was also used as Council chambers. The City had been granted an exception in the past because use of the court room was limited and after hours. He anticipated the City would be granted an exception once again. The last thing needed to complete the recertification was a resolution from the Council stating it supported the Roy/Weber Justice Court.

Councilman Tafoya asked how long the recertification would last. Mr. Drake said it would be good for four years.

Councilwoman Becraft moved to approve Resolution No. 15-16 requesting the recertification of the Roy City/Weber County Justice Court. Councilman Cordova seconded the motion. A roll call vote was taken: Council members Cordova, Hilton, Tafoya, Yeoman, and Becraft voted “aye.” The motion carried. (Copy filed for record).

4. CITY MANAGER'S REPORT

Andy Blackburn reported:

- The Boys & Girls Club annual Scarecrow Extravaganza would be held on Saturday, October 24th from 6:00 to 9:00 p.m. at the Eccles Center. Amy Mortenson asked that the Council members RSVP by Wednesday, October 21st. The City had purchased two tables, and they needed to be filled one way or another.

- The Wasatch Front Regional Council would hold three complete streets policy workshops per county. During the workshop they took a complete look at all of a community's transportation – where it currently was and what's future needs would be. They looked at auto, mass transit, bicycle, and pedestrian traffic. If the Council was interested in such a workshop, at least two Council members had to agree to participate. He felt Roy City had a pretty good shot. If the Council was interested, he would have the City Planner send in a letter of intent. Such a workshop might give the City some ideas about transportation issues. The Council felt the workshop would be worth considering.
- He updated the Council on the planter and waterfall feature in front of Harmon's. The City kept running into problems. Originally the State was supposed to have given the land to the City, but they changed their minds. The City then tried to apply for a permit and ran into problems. Now the State wanted to sell the property to the City. If the City purchased the property, it would have to agree to move the planter if UDOT wanted to expand the intersection. It also had to talk to Harmon's because Harmon's had the first right of refusal. Councilman Tafoya asked if the first right of refusal was actually Woodbury, not Harmon's. Mr. Blackburn said the actual party would have to be clarified. Councilwoman Becraft asked what the sale price was. Mr. Blackburn said the state had not given him a price yet.
- All of the lights on 1900 West were up. Councilwoman Becraft asked when the old ones would be taken out. Ross Oliver said the City would have to use the same contractor who put up the lights. Councilman Cordova said the City could use Black and McDonald or Cache Valley Electric.
- He Blackburn warned the Council about an article that might appear in the *Standard Examiner* about flooding that occurred in the County Meadows Mobile Home Park. The article could infer that the flooding was Roy City's fault. Their claim was turned over the URMMA who determined that the flooding had resulted from UDOT's Midland Drive project. Some of the residents were not satisfied with that answer and contacted the *Standard Examiner*. Councilwoman Yeoman asked if the City had given the residents URMMA's information. Mr. Blackburn said a representative from URMMA had contacted them, but they weren't happy with his explanation. Councilman Cordova asked what caused the flooding. Mr. Blackburn said the City was turning the water on and off at the request of UDOT's contractor, who was not taking full responsibility. The pressure relief valve located on the owner's side of the water meter was not the City's responsibility. Ross Oliver said some of the water lines inside the trailers broke from the water being turned off and on. Mayor Cragun said he and Mr. Blackburn needed to contact the City's State legislators.

5. PUBLIC COMMENTS

Robert Malan, 2777 West 4800 South, asked that the City change the regulations in RCC 5-2-3 regarding the discharge of weapons. The way the ordinance was currently written, anything that shot a projectile was considered a weapon, which meant a child's airsoft gun was a weapon and not allowed. He suggested that the regulations be changed to make anything with a speed of more than 450 feet per second a weapon. Police recently responded to his home when he and friends were firing paint ball guns. Councilman Tafoya said that all communities mirrored laws set by the State Legislature. Mr. Malan needed to get State regulations changed before the City could change its laws. He felt police officers would be judicious. Mayor Cragun said the staff had been instructed to look at the ordinance and determine if an update could be done.

6. MAYOR AND COUNCIL REPORTS

Mayor Cragun encouraged Council members to attend the Scarecrow Extravaganza, which was a funding raising effort for The Boys and Girls Club.

Mayor Cragun stated that he had been working with staff regarding the problems with UDOT on Midland Drive and in front of Harmon's. They were trying to get them resolved in a timely manner. The issue with UDOT was holding up everything the City was trying to do at the 1900 West intersection. It was important to get an answer back so the beautification project could move forward.

Councilman Hilton reported that he and Councilman Tafoya were at the Roy Recreation Department when Little League football players recently returned their equipment. At the beginning of the season, the Recreation Department challenged the nine teams to participate in a fundraiser by gathering and donating used clothing. The teams collected 2,933 bags of clothes, which filled two semi-trucks. The clothes would be shipped to other countries. The Recreation Department was teaching the children to do service.

Councilman Cordova stated that City's ordinance did not allow food trucks. It only allowed food vendors in brick and mortar structures. There was an economical potential on the table. He felt the City's ordinance should be changed. When the City closed a door on an enterprise, the City was moving backward, not forward. Council members agreed with him. Clint Drake said he would get working on it.

Samantha Jensen, Youth City Council, did not have anything to report.

7. ADJOURN

Councilwoman Becraft moved to adjourn at 6:30 p.m. Councilman Tafoya seconded the motion. Council members Becraft, Cordova, Hilton, and Tafoya voted “aye.” The motion carried.

Attest:

Willard Cragun
Mayor

Amy Mortenson
Recorder

STATE OF UTAH
COUNTY OF WEBER

BOARD of CANVASS CERTIFICATION

2015 MUNICIPAL GENERAL ELECTION

The undersigned Roy City Board of Canvassers and the Roy City Recorder do hereby certify the election results of the 2015 General Election held on the 17th day of November, 2015, as appears from the attached official returns of said election as filed and on record in the office of the City Recorder of Roy City.

IN WITNESS WHEREOF, we have hereunto subscribed our signatures this 17th day of November, 2015.

Willard Cragun, Mayor
Board of Canvassers

Marge Becraft, City Council
Board of Canvassers

John Cordova, City Council
Board of Canvassers

Brad Hilton, City Council
Board of Canvassers

Dave Tafoya, City Council
Board of Canvassers

Karleen Yeoman, City Council
Board of Canvassers

Amy Mortenson
Roy City Recorder

Resolution No. 15-17

A Resolution of the Roy City Council Honoring the Roy City Mitey Mites Football Team for their 2015 Football Achievements

Whereas, the Mitey Mites football team is comprised of third and fourth graders from Roy City;

Whereas, the team went undefeated in the 2015 season as was never scored on including in the Mini Bowl and;

Whereas, in eight games the team scored more than 200 points and;

Whereas, on Saturday, October 31st the Roy City Mitey Mites Football team won the Mini Bowl Championship by a score of 14-0 and;

Whereas, the teams' incredible success is reflection of the coaching staff and their dedication and;

Whereas, the team consisted of:

Sam Sarlo, Aiden Dunn, Brandon Brechbill, Bronson Belnap, Cash Colohan, Cole West, Corben Schuffenhauer, Finley Mitchell, Hadden Wood, Hayden Hansen, Hunter Smith, Jackson Baty, Kaid Patton, Lamont Langlais, Ozzy Wimmer, Sebastian Sanders, Tyson Sugden, Zion Martinez, Beau Mansfield, Cody Wright and Jonathan Alcaraz

Coaching Staff:

Zach Colohan, Drew Morgan, Ross Belnap, Alex Smith, Tyler Sugden and Matt West

Now, Therefore, Be it resolved that the Roy City Council congratulates the Roy City Mity Mites Football Team for their tremendous championship football season and for the honor and acclaim brought to themselves, their team and Roy City.

Dated this 17th day of November, 2015

Attest:

Mayor – Willard Cragun

Recorder – Amy Mortenson

RESOLUTION NO. 15-18

A Resolution of the Roy City Council Approving a Job Description for a Part–Time Fire Inspector in the Fire and Rescue Department

WHEREAS, Roy City maintains job descriptions on all employee positions; and

WHEREAS, each job description identifies the supervision received, supervision exercises, essential functions, and minimum qualifications for the position; and

WHEREAS, the City uses job descriptions to determine the appropriate pay ranges for position; and

WHEREAS, the City uses the job description to advertise for and hire qualified individuals to fill open positions; and

WHEREAS, the city currently employs a part-time Fire Inspector but the job description has not been approved by the Council.

NOW THEREFORE, be it resolved by the Roy City Council that the Part-Time Fire Inspector job description be created and that the position be opened to accept applications, when available.

Approved and adopted this 17th day of November 2015.

Willard S. Cragun, Mayor

Amy Mortenson, Recorder

Councilwoman Becraft

Councilman Cordova

Councilman Hilton

Councilman Tafoya

Councilwoman Yeoman

ROY CITY CORPORATION
Job Description

Title: Fire Inspector (Part-Time)	Code:
Division: Operations	Effective Date: 11/2015
Department: Fire & Rescue	Last Revised:

GENERAL PURPOSE

Performs a variety of entry level, technical fire prevention duties related to fire safety training and code enforcement as needed to prevent loss of life and property caused by fire or other emergencies.

SUPERVISION RECEIVED

Primary works under the close supervision of the daily Company Officer, in conjunction with the Deputy Fire Chiefs, and Fire Chief.

ESSENTIAL FUNCTIONS

Promotes and follows the City's and Fire Department's mission statements, values and expectations.

Conducts fire and life safety inspections of new and existing residential, business, institutional, commercial and public buildings to determine conformity to local fire prevention codes and ordinances; monitors compliance with hazardous material regulations; determines application of regulations regarding storage and elimination of hazardous materials. Examines building constructions, storage of material in residential and commercial buildings; fire protections equipment; fire exits; electrical and heating appliances. Recognizes the need for and issues permits as required by the currently adopted fire code and city ordinances. Investigates complaints as assigned by the Fire Marshal.

Determines the operational readiness of new and existing automatic fire sprinkler, fire alarm, kitchen hood systems; fire extinguishers and other fire protection systems and equipment through inspections. As assigned, attends during both regular and after-hours public gatherings to insure observance of fire code, safety requirements, standards, and regulations.

Informs building/business owners or occupants of fire hazards and corrective actions necessary to remedy dangerous situations; educates owners and occupants as to fire prevention/life safety practices; re inspects property to ensure corrective action has taken; follows legal procedure when necessary to force conformity to codes; issues citations as needed.

Maintains various files and records pertaining to prevention activities; maintains inspections records; collects information useful in the development of fire prevention

and life safety presentation; operates personal computers to input and retrieve information.

MINIMUM QUALIFICATION

1. Education and Experience

Graduation from high school; plus five (5) years of specialized training in fire science provided through in-service training, vocational school, or college courses;

OR,

An equivalent combination of education and experience.

2. Certifications

Utah Fire and Rescue Academy Fire Inspector I.

3. Knowledge, Skills, and Abilities

Working knowledge of state and city codes, laws, and regulations, and ordinances related to fire prevention, common fire hazards and related safety precautions: characteristics of fire behavior, techniques and procedures. Use of specialized equipment, maintenance and care; must have great communication skills, public relations and great customer service.

Ability to organize daily talks; prepare department inspections reports in a clear and understandable manner; work in dangerous environments where accidents and injury are not uncommon; work in emergency situations; perform strenuous physical labor; ability to bend, stop and crawl while performing duties; to communicate effectively, verbally and in writing; incorporate modern fire prevention, basic skills into daily work routine; perform under extreme weather conditions; work on call; develop effective working relationships with supervisors, fellow employees, and the public.

4. Other

Must possess a valid Utah State Driver's License.
Clean driving record.

Part-Time Fire Inspector Wage

\$13.30 - \$16.37

Resolution No. 15-19

**A Resolution of the Roy City Council
Approving a Contract between Roy City Corporation and Leon Poulsen
Construction Co, Inc. for the 6000 South Storm Drain Project**

Whereas, a Request for Proposals for the 6000 South Storm Drain Project was advertised; and

Whereas, Leon Poulsen Construction Co, Inc. was the lowest responsive, responsible bidder;
and

Whereas, the Roy City Council desires to enter into an Agreement with Leon Poulsen
Construction, Co, Inc., and

Whereas, the Agreement sets forth the respective rights and responsibilities of the Parties
regarding the 6000 South Storm Drain Project.

Now, therefore, be it resolved by the Roy City Council that the Mayor is authorized to execute
the Agreement with Leon Poulsen Construction Co, Inc.

Passed this 17th day of November, 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: November 12, 2015

Subject: **6000 South Storm Drain Project**

In response to our Advertisement for Bid for the subject project, bids were received at 2:00 p.m. on November 10, 2015, at the Roy City Public Works Office. Ten contractors responded with bids ranging from \$303,048.50 to \$362,617.73. The Engineer's Estimate was \$320,000.00. We recommend that the contract be awarded to **Leon Poulsen Construction Co., Inc.** for the amount of **\$303,048.50**.

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.



6000 South Storm Drain Project

Roy City Corporation

Bid Opening Date: November 10, 2015 Time: 2:00 P.M. Place: Roy City Public Works Office

Quantity	Description	Engineer's Estimate		Leon Poulsen Construction Co., Inc.		E.H. Knudson Construction Co.		AAA Excavation, Inc.		
		Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization and Traffic Control:	L.S.	\$5,290.00	\$5,290.00	\$10,875.00	\$10,875.00	\$8,700.00	\$8,700.00	\$15,567.00	\$15,567.00
1	Clearing, Grubbing, and Tree Removal:	L.S.	\$4,000.00	\$4,000.00	\$10,740.00	\$10,740.00	\$1,080.00	\$1,080.00	\$4,000.00	\$4,000.00
15	Remove Existing 18-inch Dia. CMP Pipe:	L.F.	\$10.00	\$150.00	\$8.50	\$127.50	\$10.00	\$150.00	\$7.50	\$112.50
1	Remove Existing Cleanout Box (Sta. 14+13):	Each	\$800.00	\$800.00	\$300.00	\$300.00	\$500.00	\$500.00	\$500.00	\$500.00
1	Remove Concrete Sidewalk and Curb	L.S.	\$500.00	\$500.00	\$300.00	\$300.00	\$340.00	\$340.00	\$230.00	\$230.00
1,450	Remove Asphalt Pavement (Sta. 13+10 to 26+30):	S.F.	\$1.00	\$1,450.00	\$0.80	\$1,160.00	\$0.50	\$725.00	\$0.45	\$652.50
1,350	Sawcut Asphalt Pavement:	L.F.	\$2.00	\$2,700.00	\$1.10	\$1,485.00	\$0.80	\$1,080.00	\$0.70	\$945.00
1,270	42-inch Dia. Reinforced Concrete Storm Drain Pipe (Class 3):	L.F.	\$85.00	\$107,950.00	\$75.50	\$95,885.00	\$72.75	\$92,392.50	\$85.95	\$109,156.50
15	15-inch Dia. Reinforced Concrete Storm Drain Pipe (Class 3):	L.F.	\$40.00	\$600.00	\$24.50	\$367.50	\$35.00	\$525.00	\$39.00	\$585.00
4,000	Import Backfill and Fill Material (Granular Backfill Borrow):	Tons	\$15.00	\$60,000.00	\$13.75	\$55,000.00	\$15.00	\$60,000.00	\$14.00	\$56,000.00
150	Foundation Stabilization Material for Storm Drain (1 1/2-inch Minus Gravel):	Tons	\$20.00	\$3,000.00	\$17.25	\$2,587.50	\$22.00	\$3,300.00	\$19.00	\$2,850.00
1	6'x4' Combination Box (Sta. 13+17):	Each	\$5,000.00	\$5,000.00	\$4,400.00	\$4,400.00	\$4,500.00	\$4,500.00	\$3,437.00	\$3,437.00
1	6'x4' Combination Box (Sta. 19+86):	Each	\$5,000.00	\$5,000.00	\$4,400.00	\$4,400.00	\$4,800.00	\$4,800.00	\$3,942.00	\$3,942.00
1	10'x4' Combination Box (Sta. 25+75):	Each	\$7,500.00	\$7,500.00	\$5,570.00	\$5,570.00	\$6,100.00	\$6,100.00	\$4,955.00	\$4,955.00



6000 South Storm Drain Project

Roy City Corporation

Bid Opening Date: November 10, 2015 Time: 2:00 P.M. Place: Roy City Public Works Office

		Engineer's Estimate		Leon Poulsen Construction Co., Inc.		E.H. Knudson Construction Co.		AAA Excavation, Inc.	
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
15	15-inch Dia. Pipe Inserta-Tee Connection to 42-inch Dia. Pipe (Sta. 13+23):	1	Each	\$800.00	\$800.00	\$1,650.00	\$1,650.00	\$900.00	\$900.00
16	15-inch Concrete Flared End Section with Gate (Sta. 13+23):	1	Each	\$1,000.00	\$1,000.00	\$910.00	\$910.00	\$750.00	\$750.00
17	Curb and Gutter:	1,320	L.F.	\$15.00	\$19,800.00	\$14.50	\$19,140.00	\$15.90	\$20,988.00
18	Sidewalk:	5,240	S.F.	\$3.75	\$19,650.00	\$3.65	\$19,126.00	\$4.40	\$23,056.00
19	Drive Approach:	370	S.F.	\$6.00	\$2,220.00	\$4.90	\$1,813.00	\$6.60	\$2,442.00
20	Pedestrian Ramp:	1	Each	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$865.00	\$865.00
21	Asphalt Patch (4-inch HMA / 12-inch UTBC):	18,500	S.F.	\$3.30	\$61,050.00	\$3.20	\$59,200.00	\$3.52	\$65,120.00
22	Reconstruct Existing Manhole Cover:	10	Each	\$600.00	\$6,000.00	\$325.00	\$3,250.00	\$470.00	\$4,700.00
23	Reconstruct Cleanout Box Lid and Cover:	1	Each	\$1,000.00	\$1,000.00	\$510.00	\$510.00	\$900.00	\$900.00
24	Video Inspection of Storm Drain Pipe:	1,270	L.F.	\$2.00	\$2,540.00	\$2.10	\$2,667.00	\$1.25	\$1,587.50
25	Storm Water Pollution Prevention Plan and Sediment Barriers at Catch Basins:	1	L.S.	\$1,000.00	\$1,000.00	\$785.00	\$785.00	\$450.00	\$450.00
TOTAL OF ALL BID ITEMS (excluding 8A and 9A):					\$320,000.00		\$303,048.50		\$305,951.00
8A	42-inch Dia. Polypropylene Storm Drain Pipe (Type S):	1,270	L.F.	\$85.00	\$107,950.00	\$58.00	\$73,660.00	\$86.00	\$109,220.00
9A	15-inch Dia. Polypropylene Storm Drain Pipe (Type S):	15	L.F.	\$40.00	\$600.00	\$21.00	\$315.00	\$33.00	\$555.00
									\$326,914.50



6000 South Storm Drain Project

Roy City Corporation

Bid Opening Date: November 10, 2015 Time: 2:00 P.M. Place: Roy City Public Works Office

Description	Quantity	Units	Engineer's Estimate		Leon Poulsen Construction Co., Inc.		E.H. Knudson Construction Co.		AAA Excavation, Inc.	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
4 Brinkerhoff Excavating	\$329,120.00									
5 Great Basin Development	\$332,908.00									
6 Kapp Companies	\$340,393.50									
7 Silver Spur Construction	\$340,677.50									
8 Ormond Construction	\$352,792.20									
9 Acme	\$353,521.75									
10 Randy Marriott Construction	\$362,617.73									

Project Engineer _____
John Bjerregaard, P.E.

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **ROY CITY CORPORATION** (hereinafter called OWNER) and **Leon Poulsen Construction Co., Inc.** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

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

The work consists of constructing approximately 1,300 l.f. of 42" diameter storm drain pipe; including manholes, inlet structures, and all other related appurtenances; 1,600 s.y. of asphalt paving; 1,300 l.f. of concrete curb and gutter; and all other related appurtenances associated with the work indicated in the Contract Documents and Technical 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:

6000 SOUTH STORM DRAIN PROJECT

ARTICLE 3- ENGINEER

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

ARTICLE 4- CONTRACT TIMES

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

4.02 *Dates for Completion and Final Payment:* The Work will be completed within **45** 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 and Traffic Control:	1	L.S.	\$10,875.00	\$10,875.00
2	Clearing, Grubbing, and Tree Removal:	1	L.S.	\$10,740.00	\$10,740.00
3	Remove Existing 18-inch Dia. CMP Pipe:	15	L.F.	\$8.50	\$127.50
4	Remove Existing Cleanout Box (Sta. 14+13):	1	Each	\$300.00	\$300.00
5	Remove Concrete Sidewalk and Curb and Gutter (Sta. 13+10):	1	L.S.	\$300.00	\$300.00
6	Remove Asphalt Pavement (Sta. 13+10 to 26+30):	1,450	S.F.	\$0.80	\$1,160.00
7	Saw Cut Asphalt Pavement:	1,350	L.F.	\$1.10	\$1,485.00
8	42-inch Dia. Reinforced Concrete Storm Drain Pipe (Class 3):	1,270	L.F.	\$75.50	\$95,885.00
8A	42-inch Dia. Polypropylene Storm Drain Pipe (Type S):	1,270	L.F.	\$58.00	\$73,660.00
9	15-inch Dia. Reinforced Concrete Storm Drain Pipe (Class 3):	15	L.F.	\$24.50	\$367.50
9A	15-inch Dia. Polypropylene Storm Drain Pipe (Type S):	15	L.F.	\$21.00	\$315.00
10	Import Backfill and Fill Material (Granular Backfill Borrow):	4,000	Tons	\$13.75	\$55,000.00
11	Foundation Stabilization Material for Storm Drain (1 ½-inch Minus Gravel):	150	Tons	\$17.25	\$2,587.00
12	6'x4' Combination Box (Sta. 13+17):	1	Each	\$4,400.00	\$4,400.00
13	6'x4' Combination Box (Sta. 19+86):	1	Each	\$4,400.00	\$4,400.00
14	10'x4' Combination Box (Sta. 25+75):	1	Each	\$5,570.00	\$5,570.00
15	15-inch Dia. Pipe Inserta-Tee Connection to 42-inch Dia. Pipe (Sta. 13+23):	1	Each	\$1,650.00	\$1,650.00
16	15-inch Concrete Flared End Section with Grate (Sta. 13+23):	1	Each	\$910.00	\$910.00
17	Curb and Gutter:	1,320	L.F.	\$14.50	\$19,140.00
18	Sidewalk:	5,240	S.F.	\$3.65	\$19,126.00
19	Drive Approach:	370	S.F.	\$4.90	\$1,813.00
20	Pedestrian Ramp:	1	Each	\$800.00	\$800.00
21:	Asphalt Patch (4" HMA / 12" UTBC):	18,500	S.Y.	\$3.20	\$59,200.00
22	Reconstruct Existing Manhole Cover:	10	Each	\$325.00	\$3,250.00
23	Reconstruct Cleanout Box Lin and Cover:	1	Each	\$510.00	\$510.00
24	Video Inspection of Storm Drain Pipe:	1,270	L.F.	\$2.10	\$2,667.00
25	Storm Water Pollution Prevention Plan and Sediment Barriers at Catch Basins:	1	L.S.	\$785.00	\$785.00

TOTAL OF ALL UNIT PRICES **THREE HUNDRED THREE THOUSAND FORTY-EIGHT DOLLARS AND 50/100 (\$303,048.50)**.

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 5% 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. 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 No. 1.

10. Exhibits this Agreements;

1. Notice to Proceed;
2. CONTRACTOR's Bid;
3. Documentation submitted by CONTRACTOR prior to Notice of Award;

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

Written Amendments;
Work Change Directives;
Change Order(s).

- B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

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

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

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

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

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

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

OWNER:

CONTRACTOR:

ROY CITY CORPORATION

LEON POULSEN CONSTRUCTION CO., INC.

By: _____

By: _____

NOTICE OF AWARD

DATED: November 17, 2015

TO: Leon Poulsen Construction Co, Inc.

ADDRESS: 1675 South 1900 West, Ogden, UTAH 84401

PROJECT: 6000 South Storm Drain Project

You are notified that your Bid dated November 10, 2015, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the 6000 South Storm Drain Project. The Contract Price of your Contract is Three Hundred Three Thousand Forty-Eight Dollars and 50 Cents (\$303,048.50).

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

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

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

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

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

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

Roy City Corporation
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

NOTICE TO PROCEED

Dated: _____

TO: Leon Poulsen Construction Co., Inc.

ADDRESS: 1675 South 1900 West, Ogden, UTAH 84401

PROJECT: 6000 South Storm Drain Projectb

You are notified that the Contract Times under the above contract will commence to run on _____, **2015**. 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)

Resolution No. 15-20

**A Resolution of the Roy City Council
Approving a Contract between Roy City Corporation and KOZ Inc. for the George
Wahlen North Park Restroom Project**

Whereas, a Request for Proposals for the George Wahlen North Park Restroom Project was advertised; and

Whereas, KOZ Inc. was the lowest responsive, responsible bidder; and

Whereas, the Roy City Council desires to enter into an Agreement with KOZ Inc.; and

Whereas, the Agreement sets forth the respective rights and responsibilities of the Parties regarding the George Wahlen North Park Restroom Project.

Now, therefore, be it resolved by the Roy City Council that the Mayor is authorized to execute the Agreement with KOZ Inc.

Passed this 17th day of November, 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: November 12, 2015

Subject: **George Wahlen North Park Restroom Project**

In response to our Advertisement for Bid for the subject project, three bids were received. After reviewing the bids, it was determined that the best interest of the City would be served by contracting separately for on-site utility work and limiting the bid award to the restroom facilities only. Based upon that criteria, the three bids ranged from \$183,522.00 to \$276,156.32. We recommend that the contract be awarded to **KOZ, Inc.** for the amount of **\$183,522.00.**

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

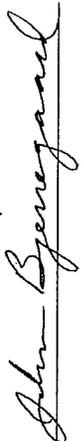
When all of the required documents have been submitted, we will schedule a pre-construction meeting for the project and the Notice to Proceed will be issued to the Contractor at the meeting. Construction can commence thereafter.

George Wahlen North Park Restroom Project Roy City Corporation

Bid Opening Date: By Invitation Place: Roy City Public Works Building



	Description	Quantity	Units	Engineer's Estimate		Spindler Construction Corporation		Braegger Construction		KOZ Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2	Construct Restroom/Pavillion Structure:	1	L.S.	\$75,000.00	\$75,000.00	\$122,635.93	\$122,635.93	\$75,892.00	\$75,892.00	\$88,111.00	\$88,111.00
3	Construct Restroom/Storage Facility:	1	L.S.	\$80,000.00	\$80,000.00	\$142,022.95	\$142,022.95	\$91,004.00	\$91,004.00	\$88,111.00	\$88,111.00
4	Site Grading & Footing Excavation for Restroom/Pavillion Structure:	1	L.S.	\$8,000.00	\$8,000.00	\$5,748.72	\$5,748.72	\$10,000.00	\$10,000.00	\$3,650.00	\$3,650.00
5	Site Grading & Footing Excavation for Restroom/Storage Structure:	1	L.S.	\$8,000.00	\$8,000.00	\$5,748.72	\$5,748.72	\$10,000.00	\$10,000.00	\$3,650.00	\$3,650.00
TOTAL OF ALL ITEMS:					\$171,000.00	\$276,156.32			\$186,896.00		\$183,522.00

Project Engineer 
John Bjerregaard

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **ROY CITY CORPORATION** (hereinafter called OWNER) and **KOZ, Inc.** (hereinafter called CONTRACTOR).

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

ARTICLE 1-WORK

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

The Work consists of constructing two (2) 35'-3" X 32" restroom structures and all other appurtenances and devices necessary to provide quality facilities 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 RESTROOM PROJECT

ARTICLE 3-ENGINEER

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

ARTICLE 4-CONTRACT TIMES

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

4.02 *Dates for Completion and Final Payment:* The Work will be completed within **45** 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>
2	Construct Restroom / Pavilion Structure:	1	L.S.	\$88,111.00	\$88,111.00
3	Construct Restroom / Storage Structure:	1	L.S.	\$88,111.00	\$88,111.00
4	Site Grading & Footing Excavation for Restroom / Pavilion Structure:	1	L.S.	\$3,650.00	\$3,650.00
5	Site Grading & Footing Structure for Restroom / Storage Structure:	1	L.S.	\$3,650.00	\$3,650.00

TOTAL OF ALL UNIT PRICES: ONE HUNDRED EIGHTY-THREE THOUSAND FIVE HUNDRED TWENTY-TWO DOLLARS AND 00 CENTS (\$183,522.00).

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 last 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 Number 1;
 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, monies 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

KOZ, INC.

By: _____

By: _____

NOTICE TO PROCEED

Dated: _____

TO: **KOZ, Inc.**

ADDRESS: **5047 South 3550 West, Roy, UTAH 84067**

PROJECT: **George Wahlen North Park Restroom Project**

You are notified that the Contract Times under the contract for the project listed above will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. Ordering materials and some preliminary work may take place before the notice to proceed date. In accordance with Article 4 of the Agreement the date of completion is _____.

Before starting any Work at the Site, you must provide certificates of insurance to the owner, as required by the Supplementary Conditions. Also, you must notify the City’s designated PublicWorks Inspector and Roy Parks Department, prior to commencement of construction activities.

Roy City Corporation
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)



SYNOPSIS

Application Information

Applicant: Daryn Murphy; Commonwealth Development Corp.
Request: Conditional use to allow Multi-Family Housing
Approximate Address: 2350 West 4000 South

Land Use Information

Current Zoning: R-4; Multi-Family Residential
Adjacent Land Use: North: RE-20; Single-Family Residential South: R-1-8; Single-Family Residential
East: RE-20; Single-Family Residential West: RE-20; Single-Family Residential
Description: Property is approximately 2.6 acres, currently vacant. The Union Pacific and Front Runner rail lines run the length of the property to the west.

Staff

Report By: Steve Parkinson
Staff Recommendation: Approval, with conditions

APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10, Chapter 10 – General Property Development Standards
- Roy City Zoning Ordinance Title 10, Chapter 15 – Conditional Uses
- Roy City Zoning Ordinance Title 10, Chapter 19 – Off-Street Parking and Loading

CONFORMANCE TO THE GENERAL PLAN

- Residential Development Goal 1; Policy D: *The City’s policies should encourage the development of a diverse range of housing types, styles and price levels in all areas of the City.*
- Residential Development Goal 3; Policy G: *The housing needs for low and moderate income families and senior citizens in Roy City shall be determined by the City on a regular basis, or as the need arises.*

PLANNING COMMISSION ACTION

The Planning Commission held a Public Hearing on October 13, 2015, the hearing was opened – public comments were as follows:

- Bert Visser, 2533 West 4800 South, stated that he used to haul fill off of this site. There was an easement for a sanitary sewer the proposed building would be located right on top of sanitary sewer and culinary water lines that ran through this property to the Karol’s Mobile Home Park.
- Chairman Kirch stated that a sanitary sewer easement was shown on the site plan.
- Commissioner Nandell said the proposed building was located to the side of the easement.
- Bert Visser continued by stating that the dirt right-of-way was put in by the railroad. The property owners along the west side of the bottom road in Hal Vern used the right-of-way to access the back of their lots. He said there was a concrete island in the middle of 4000 South that would prohibit wheelchairs. There had been discussions about putting businesses on the south side of 4000 South, which was completely different than what was originally planned. UTA owned the vacant property on the south side of 4000 South. They were reserving it for future parking. UTA also owned some building lots on the east side of the station. UTA gave the City two of those lots in exchange of a storm drain connection. His

only other concern was access onto 4000 South. He didn't feel it was legal for a site with 31 units to have only one access. It was similar to the subdivision the City allowed on 4800 South. The International Building Code said the maximum number of units for a single access was fourteen. Accessing the site would be difficult with just one ingress. He didn't feel the right-of-way was wide enough for this site plus the property owners to the east. The properties left to develop in Roy had problems. This piece of property had always had problems. He felt the developer would have to go deep before they hit solid ground. He used to haul fill dirt off this site.

- Greg Sagen, 4027 West 4900 South, If this is approved, I will put my mother in this facility, but on a negative note, I don't feel this is the best location for this type of use if the City was really considering a mixed use around the Front Runner Station and making the area a destination place.
- Daryn Murphy encouraged the City to work with UTA and Weber County to make the land across the street a destination.
- Chairman Kirch stated that UTA was holding the vacant land for future parking. The lots they owned to the east were reserved for small townhomes. She felt the vacant property between the railroad and the trail was pivotal if the City was looking for a mixed use area.

With no further comments from the public, the hearing was closed.

After a small discussion, the Commission voted of 7-0 to forward to the City Council a recommendation to Approve the request for Preliminary Subdivision approval for Jamestown Subdivision located at approximately 5000 S. 1750 W., with the conditions as outlined in report.

ANALYSIS

Background:

The applicant is requesting Conditional Use approval for a 31 unit Senior Housing apartment complex. The property was rezoned several months ago from Light Manufacturing to the current zone today.

Overview: All multi-family developments within Roy require a Conditional Use approval and those requirements fare as follows:

Conditional Use Standards: The general standards for granting any Conditional Use are summarized by the following:

1. The requested use must be listed as a Conditional Use.
2. The use must comply with setbacks and other zoning standards.
3. The use must be conducted in compliance with the ordinance and any other regulations.
4. The property must be of adequate size to allow the use in a manner that is not detrimental to the surrounding uses.
5. Must be consistent with the goals and policies of the City's General Plan.

Density: The project is currently planned for 31 units, representing 12 units per acre. The R-4 zone allows for up to 12 units per acre. The developers is not requesting additional density beyond what the R-4 zone allows.

Units and Distribution: The projects' 31 units are contained within a single building. These are rental units, with a mixture of one and two bedroom units throughout.

Colors & Materials: The development is required to provide for the use of a variety of colors and materials "to provide visual interest". This is in addition to requirements that the building facades provide features creating shadow and architectural relief and visual interest from the street. The elevations are attached to this report. Staff feels that the planned units meet these requirements.

Open Space: Multi-family housing projects are required to provide open space including an amenity. The open space of a project should be anywhere between 40% and 55%. This project provides 55% landscaping. This is within the approvable limits of the ordinances.

Amenities: In addition to un-programmed, landscaped open space, the project has an area north of the building for residences to plant a garden..

Pedestrian Access: There is a pedestrian access from 4000 South, west of the building. Engineering is also asking for a sidewalk along the access road.

Access: The project is accessed from 4000 South at one point which is directly north of Sandridge drive.

Parking: Parking requirements for multi-family uses are 2.5 spaces per unit, one of which must be covered. The proposed site plan provides 36 stalls within the parking structure, 14 additional covered stalls under a carport. There also 35 non-covered parking stalls. The total number of parking stalls required is 78 and the total number provided is 85.

Lighting: The project plan indicates lights at key points. These interior “parking lot” lights can be up to 18 feet in height. They are in addition to the exterior lights on the building. Street lights may also be required.

Fencing: The project will need to provide fence along the railroad line, but other than that nothing else is required.

Signs: The project proposes one monument type sign on 4000 south.

CONDITIONS OF APPROVAL

- Compliance to all requirements per DRC memo dated 9 October 2015.
- Receive approval from the Roy City Council.

FINDINGS

1. All Conditional Use standards are met.
2. The Building elevations and proposed materials meet the Zoning standards.
3. The site plan can meet all of the requirements of the ordinance.

ALTERNATIVE ACTIONS

The Planning Commission can Approve, Approve with conditions, Table or Deny.

RECOMMENDATION

Staff recommends that the Planning Commission forward a recommend of approval to the City Council for the request of a Conditional Use to allow a Multi-Family Senior Housing development with the conditions as stated in the staff report.

EXHIBITS

- A. Aerial Map
- B. Proposed Building Elevations
- C. Proposed Site Plan
- D. DRC Memo dated October 9, 2015

EXHIBIT "A" – AERIAL MAP

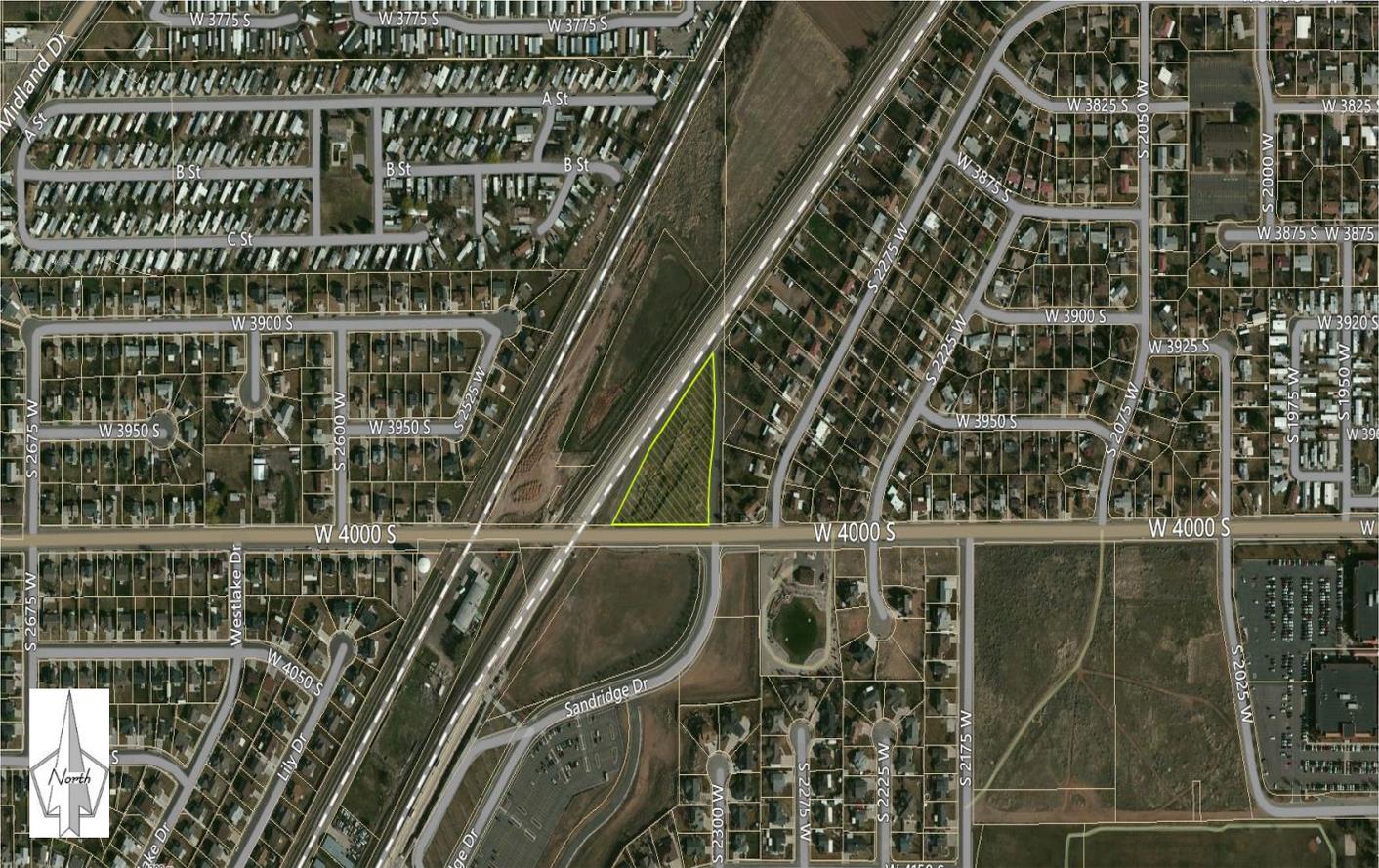
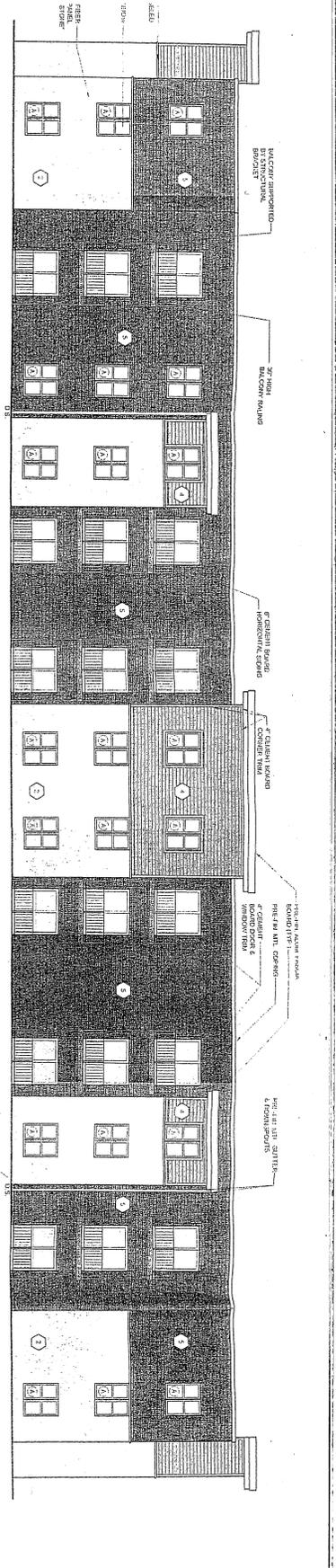
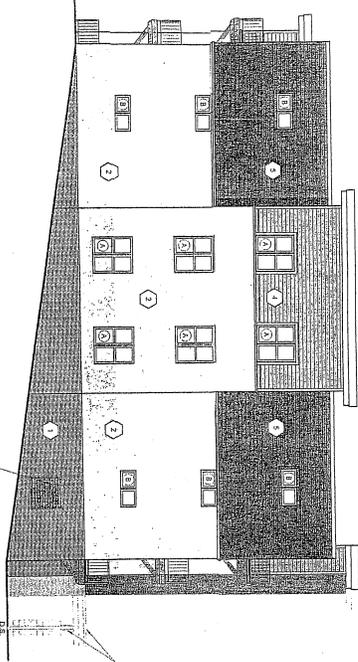


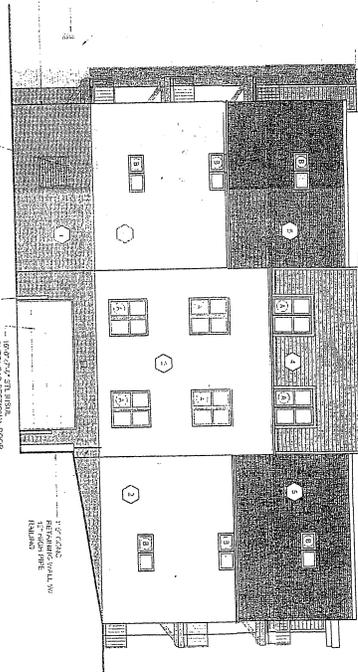
EXHIBIT "B" – PROPOSED BUILDING ELEVATIONS



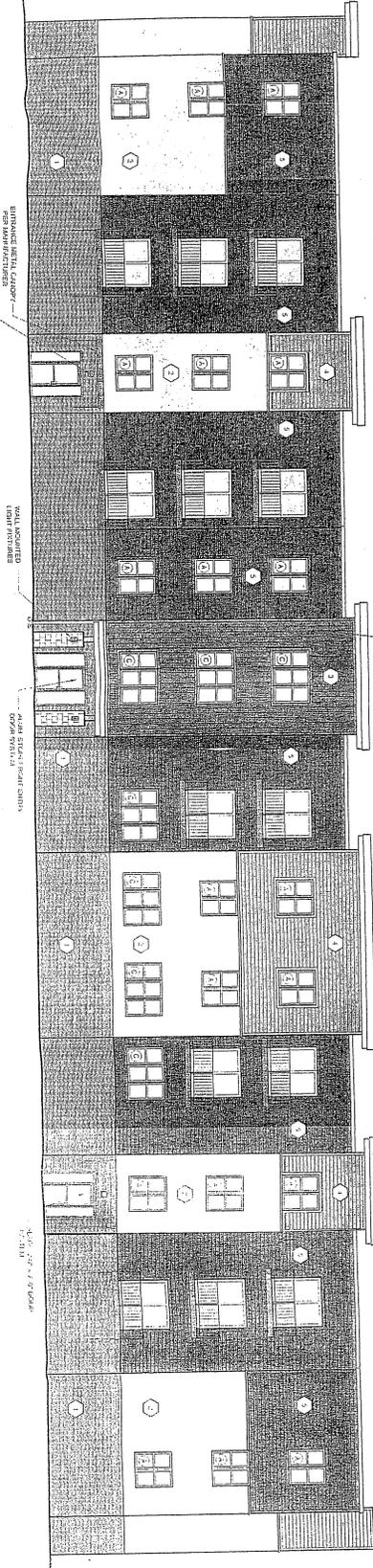
EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION



DEVELOPMENT REVIEW COMMITTEE

REVIEW MEMO

Date: 9 October 2015
To: Daryn Murphy
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: Station Square

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. We previously recommended a paved entry to the site onto the UTA roadway. There is adequate grade differential to install a dip-stone type inlet/outlet to allow for this type of transition in lieu of the proposed cross-gutter. Traffic volumes and speeds on 4000 South Street will be less impeded with this type of design.
2. The site plan does not dimension the proposed modifications to the UTA roadway. Minimum entry width to multi-family developments is 36 feet of "passable asphalt" (Section 1110-4-b). Our memorandums from May 7th, and January 22nd 2015 both referenced these requirements.
3. We would like a letter from a certified traffic engineer that states the roadway is adequately designed (the entry lane appears too narrow for large vehicles (fire trucks, etc.), if a car is exiting the site and eastbound. Adequate sight distance should also be analyzed. The developer should also submit UTA's written permission for use of and improvements to the right-of-way.
4. The site plan still does not show sidewalk on the entry road (See our May 6, 2015, Memo Item #1).
5. The looping water line shows one 2" water meter on the westerly connection. It is unclear how this will work because it appears that water can freely flow from the easterly connection without the usage being metered. Clarification on this issue would be helpful.
6. All secondary water connections must be approved by Roy Water Conservancy District. A written approval should be submitted for our review.
7. A street light should be added to the UTA intersection.
8. The radius into the parking area is 28 feet. We recommend the designer use a digital Fire Department Ladder truck template to see if the radius is large enough and confirm with a note on the drawings.
9. Fencing along the westerly UTA right-of-way should be indicated.
10. We could not find the dumpster location on the drawings.
11. The storm drainage calculations appear acceptable and the detention design volume meets Roy City standards.
12. The orifice design is rectangular and very narrow. We recommend that the width be increased to 2 inches to reduce the potential for plugging. The wider orifice will slightly increase the discharge flow rate, but downstream impacts will be negligible due to the existing, large-diameter downstream storm drain and the short distance to a large regional detention basin.

13. No elevation is given for the existing storm pipe at the proposed discharge point. Although existing ground surface elevations indicate that the existing pipe is low enough to make the connection for the new storm drain, the elevation of the existing pipe should be determined in order to verify depths (especially the bottom of the pond) and to avoid unexpected conditions.
14. The Roy City storm water management plan requires maintenance agreements for private storm drainage systems discharging to the City's facilities. This is a condition of permit compliance with the Utah Division of Water Quality. The maintenance agreement should specify that the property owner is responsible for maintenance of all private storm drainage facilities, so that the facilities and permanent best management practices function properly and minimize negative impacts to water quality. The agreement should specifically address maintenance of catch basins, pipes, the detention basin, outlet structure, and the "snout" oil separator. The agreement should also give Roy City authority to inspect these facilities, enforce maintenance requirements, and perform maintenance at the Owners expense if the Owner fails to correct deficiencies in a timely manner.
15. Plans must identify proposed erosion control measures. A more complete storm water pollution prevention plan (SWPPP) will be required prior to construction. Required elements of the SWPPP are outlined on the attached checklist.
16. The storm drain design calls out pipe sizes down to 8" dia.. We are concerned that pipe sizes this small will be prone to plugging. We recommend 12" diameter minimum for all storm drain pipes.

Inasmuch as significant design elements do not comply with Roy City's ordinances, we recommend that corrected plans be resubmitted before we can recommend approval. As a side note, the proposed site and landscaping plans may not include exceptional open space creation to warrant the density of 31 units (RCC 1110-7).

Fire -

The building per Roy City Building Code Official is presumed to be an R-2 living with an S-2 parking garage. All comments are in relation to those occupancies.

1. Fire flow based on IFC in appendix B. A reduction in fire flow allowed due to building meeting sprinkler requirement of the IFC. This building has a fire flow of 3,000 GPM and 3 hydrants are required. All fire flow required is to be proved per contractor. A 13R sprinkler system is allowed in the R-2 living space and needs to be installed per NFPA standard. A 13 sprinkler system is required in the S-2 parking garage. Sprinklers will be required on decks and balconies per IBC section 903.2.1.2.1. and IFC. We discussed not to use antifreeze for the system.
 - a. Sprinkler and Fire Alarm plans will need to be submitted for approval.
2. Fire alarm system required and installed per NFPA72.
3. 26 foot access roads required per IFC appendix D with radius approved for ladder truck.
4. Fire apparatus access roads shall not exceed 10% in grade.
 - a. The updated plans do not show grade for access driveway. Please submit grade information to AHJ that shows this requirement.
5. Knox key boxes and elevator box will be required.
6. Fire hydrant will need to be located with-in 100 feet of FDC.
7. FDC location will need to be approved per fire code official.
8. Wet stand pipe for south west stairwell because of distance to second floor for firefighting as discussed in meeting.
9. All elevator requirements per ASME A17.1 and IFC and state regulations.
10. No parking fire lane signs in accordance with IFC will be required everywhere except approved parking stalls.

Building -

1. What is the construction type? VB assumed.
2. The building would be classified as an R-2.
3. Parking garage would be classified as an S-2.
4. The building shall be sprinkled with a NFPA 13R system.

5. The allowable building size is 7,000 Sq. Ft, 2 stories per table 503, IBC 2012. Show all increases and total building area.
6. Enclosed parking garage will require ventilation.
7. There shall be an accessible route plan included in the plans.
8. There shall be a copy of the geotechnical study that was performed on this property provided to the City.
9. All current Building Codes shall apply. Roy City is under the 2012 Codes. This also includes the IECC, and the 2011 NEC codes.
10. Four sets of plans will be required to be submitted for plan review at time of application for a building permit.

Public Works / Legal -

1. No comment at this time

Planning -

A. Site Design Standards

1. All parking stalls need to be a minimum of nine (9) feet in width. The two (2) ADA stalls on the exterior of the building are shown as eight (8) feet in width.
2. The three (3) parking stalls on the south side of the building, west of the garage entrance, they seem very problematic, as to vehicles will be backing up into oncoming traffic.
 - a. These stalls are not needed for the overall number of parking stalls required.
3. I didn't see a dumpster. Is one going to be provided or how will garbage collection be handled?
4. The proposed sign will need to be located out of the 40 foot sight triangle.
5. Is the area east of the building useable?
 - a. If so, how can residence access the property?
 - b. If not, why landscape with so much turf?
6. Can the outdoor garden areas be expanded if more than eight (8) residence's want to have a garden
7. Are there any plans for any other outdoor type amenities?
 - a. Passive sitting areas?
 - b. Horse shoe areas?

B. Site and Building Sign Standards

1. All signs require a separate permit.
2. The proposed sign will need to be located out of the 40 foot sight triangle.

SYNOPSIS

Application Information

Applicant: Sharon Spencer
Loren Kay

Request: Request for Preliminary Subdivision approval for Spencer Subdivision, a three (3) lot single-family residential subdivision.

Address: Approximately 2243 West 5200 South

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: R-1-8; Single-Family Residential

Staff

Report By: Steve Parkinson

Recommendation: Recommends denial

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

As a continued request the Planning Commission again reviewed a request from the applicants for subdivision of the land. Because the public hearing was closed the Commission did not hold another one, but staff has attached the comments from when the Planning Commission held a Public Hearing on September 8, 2015, the hearing was opened – public comments were as follows:

- *Terry Spencer, Syracuse, stated that he was the landowner. He disagreed with Mr. Parkinson. He owned to middle of 5200 South. He had enough land to make Lot 2 8,000 square feet, but he didn't want it to be an odd shaped lot. There were lots on 5200 South with 6,500 square feet that had duplexes. He didn't want to put a duplex on this lot. He wasn't asking to do anything different than what other properties on 5200 South had done. The setback matched the other homes on 5200 South. The home he planned to build would match the neighborhood. He wasn't asking anything out of the ordinary. He felt the Planning Commission should recommend that the Council approve the subdivision. He didn't want to take this to court. He just wanted to build a house. This was the last piece of land left on 5200 South between 1900 West and 2300 West.*
- *Commissioner Dandoy said there seemed to be a difference between what the staff had presented and what the owner was representing. If Mr. Spencer was correct, the City was doing him a disservice.*
- *Chairman Kirch stated that the duplexes to the east were in a different zone. The lot size requirements were different. Mr. Spencer's property was zoned R-1-8. She asked about the utility pole in front of Lot 2. Mr. Spencer said he met with the utility company. Placement of the home took the power pole into consideration.*
- *Terry Spencer said he would like to proceed to the City Council with a yes versus a no.*
- *Clip Holverson, 5242 South 2300 West, did not feel the new lot would match the neighborhood. The lots to the south were large lots. The new lots would not be the same size. The house owned by Mr. Spencer did not look that nice. He was hesitant to have Mr. Spencer build another house and have it kept the same way.*

- *Curtis Tubbs, 5256 South 2300 West, agreed with Mr. Holverson. Most of the homes on 2300 West had half an acre. There might be smaller lots on 5200 South, but there weren't on 2300 West. Mr. Spencer's home had not been maintained. It just didn't seem there was enough room. He was concerned about the type of person a new home directly under the power line would attract. He didn't feel it would be someone he would want in the neighborhood.*
- *Henry Murray, 5213 South 2200 West, stated that this was his neighborhood. He felt there were sufficient residents in the area. They didn't need to construct more. He felt the proposed subdivision was unnecessary.*
- *Chairman Kirch stated that Legal, Engineering, and Planning all felt the proposed lots were too small to meet the minimum size requirement of the R-1-8 Zone.*

The Commission had a long discussion with the applicant regarding the new configuration of the subdivision, (see exhibit "D")

The Commission voted of 7-0 to forward to the City Council a recommendation to Deny the request for Preliminary Subdivision approval for Spencer Subdivision located at 2243 W. 5200 S.

ANALYSIS

Background:

The property is located just west of the Roy City cemetery, on the south side of 5200 South. Lots 1 & 3 already exist. 5200 South has a wider R.O.W. than most streets. Typically there is normally 66 feet from property line to property line (sidewalks are usually found within the R.O.W. 5200 South has an 82.5 foot R.O.W. because in 1984 on the south side of 5200 South a drought relief line was installed. The council adopted resolution 198 (exhibit "?"), which states that "residence with property adjoining the drought line ... shall be allowed to use the area occupied by the drought line as "yard" area required by setback requirements".

On September 8, 2015 the Planning Commission heard and voted to deny the applicants' original request. On October 6 and Council also heard the request, but prior to the Council making a vote the spokesman for the applicants withdrew the request. Since that Council meeting the applicant has submitted new plans showing a different configuration to divide the area into three (3) parcels.

The new subdivision configuration has Lot 2 with an odd tail like portion that is fifteen (15) feet wide and runs ninety-six (96) feet. There is also an easement on 90% of this tail portion to allow Lot 3 to have access to the rear portion of his property. Thus making the tail portion of Lot 2 un-useable for anyone other than the owner of Lot 3.

Subdivision: The proposed subdivision is to subdivide two (2) existing parcels into three (3) separate parcels. In total there is .72 acres (31,273 square feet) of property to be split into three (3) individual parcels.

According to the Roy City Subdivision Code, Section 903 which states:

1. Arrangement and Design: The lot arrangement and design shall be such that lots will provide satisfactory and desirable sites for buildings, and be properly related to topography and to existing and future requirements.

Staff is unsure how the configuration of Lot 2 with the tail end (provided only to get the required lot area, but has an easement across 90% of it) would provide satisfaction to a home owner or be desirable to build an accessory building.

Zoning: The property is currently zoned R-1-8 and according to table 10-1 of the zoning ordinance the R-1-8 zone requires that each single-family lots to be a minimum of 8,000 sq.-ft.

Access: Lot 1 has access onto 2300 South with lots 2 & 3 having direct access to 5200 South.

Improvements / Utilities: Lot 2 is the only parcel that does not already have utilities, because lots 1 & 3 already exist and already have all utilities.

DRC Review: The DRC has reviewed the proposed subdivision, see attached memo, with the exception of comments from the Engineer, which are still forthcoming. Lot 2 does not comply with the lot area requirements without the tail and the tail does not comply with the Subdivision Ordinance.

CONFORMANCE TO THE GENERAL PLAN

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

CONDITIONS FOR APPROVAL

- I. Compliance to the requirements and recommendations as outline in this report and the DRC memo dated 5 November 2015.

FINDINGS

- I. The proposed subdivision does not meet all of the requirements of the Subdivision Ordinance.

ALTERNATIVE ACTIONS

The Planning Commission can recommend Approval, Approval with conditions, or Table.

RECOMMENDATION

Staff recommends denial of the Preliminary Subdivision of Spencer Subdivision located at approximately 2243 West 5050 South.

EXHIBITS

- A. Aerial Map
- B. Preliminary Subdivision plat
- C. DRC Memo dated 5 November 2015
- D. Planning Commission's November 10, 2015 Draft Minutes

EXHIBIT "A" – AERIAL MAP





DEVELOPMENT REVIEW COMMITTEE

REVIEW MEMO

Date: 5 November 2015

To: Loren O. Kay
Sharon P. Spencer
E. Roche – Reeve & Associates

From: Steve Parkinson – Planning & Zoning Administrator 
Mark Miller – City Engineer
Ross Oliver – Public Works Director
Jeff Comeau – Deputy Fire Chief
Ed Pehrson – Building Official
Clint Drake – City Attorney

Subject: Spencer Subdivision [2243 We. 5200 So.] – 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 / Fire / Public Works / Legal

1. No comments received as of yet.

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.
3. Property lines shall be established so as to maintain the minimum fire separation distances of 5' to detached structures on adjoining properties and to maintain the minimum set back requirements for the zone in which it is located for dwelling units.

Planning

1. The canopy on Lot 1 needs to be removed, or property line between Lots 1 & 2 will need to move East so that it is twenty five (25) feet from the canopy.
2. Drive approach to lot 3 is too large and a portion of it will need to be removed and the curb and will need to be replaced.
3. According to Weber County Lot 1 owns to the middle of 2300 West, that portion of the right of way needs to be dedicated to the city.
4. Concrete pad on proposed Lot 2 will need to be removed.
5. Building on Lot 3 has to maintain an eight (8) foot side yard, property line will need to move West so that it is eight (8) feet.
6. All junk and unlicensed/inoperable vehicles will need to be removed or placed on appropriate surfaces.
7. How is the configuration of the proposed Lot 2 going to be used by a potential homeowner? How is it desirable to anyone to have such an area of land? (Title 11 section 903). It is also un-useable due to the imposed easement.
8. Plat shows Lot 2 as having 8,059 sq.-ft, but adding up all of the land that is being proposed for Lot 2, it adds up to something different. Same problem with Lot 3.
9. The signature blocks for Engineer, City Council and Attorney are incorrect, see below for correct language

ROY CITY ATTORNEY

Approved as to form this _____ day of _____, A.D. 20_____.

Roy City Attorney

ROY CITY ENGINEER

I hereby certify that the requirements of all applicable statues and ordinances prerequisite to approval by the Engineer of the foregoing plat and dedications have been complied with. Signed this _____ day of _____, 20_____.

Roy City Engineer

ROY CITY ACCEPTANCE

This is to certify that this subdivision plat was duly accepted by the City Council of Roy City and approved by the Mayor, on the _____ day of _____, 20_____.

Roy City Mayor

Attest

EXHIBIT "D" – PLANNING COMMISSION – NOVEMBER 10, 2015 DRAFT MINUTES

3. CONTINUED FROM SEPTEMBER 8, 2015 – REQUEST FOR PRELIMINARY SUBDIVISION APPROVAL FOR SPENCER SUBDIVISION, A THREE (3) LOT RESIDENTIAL SUBDIVISION LOCATED AT 2243 WEST 5200 SOUTH

Steve Parkinson stated that this subdivision was previously reviewed by the Planning Commission on September 8th. The applicant wanted to use part of the City right-of-way as part of the lot area. The Planning Commission recommended that the subdivision be denied. On October 16th, the City Council told the applicant that he could not use the right-of-way. Prior to the Council voting to deny the subdivision, the applicant withdrew his request. Since then, the applicant had revised and resubmitted the subdivision.

Mr. Parkinson reminded the Commission that there was an existing home on the west side of the subdivision owned by Sharon Spencer, and an existing home the east side owned by Loren Kay. They wanted to subdivide the middle section and create a third lot between the two homes. A dogleg had been added to the main body of the lot to make up the necessary 8,000 square feet. The dogleg was created by taking a portion of Mr. Kay's property. It extended south from the new lot.

Mr. Parkinson stated that Section 903 of the Subdivision Ordinance stated, "*Arrangement and Design. The lot arrangement and design shall be such that lots will provide satisfactory and desirable sites for building, and be properly related to topography and to existing and future requirements.*" He said the Planning Commission would have to determine what was desirable and satisfactory. With the dogleg, the lot met the size requirement of the Zoning Ordinance, but the staff felt it was unusable property. The dogleg contained an easement to allow Loren Kay access to his back yard. Without the easement, Mr. Kay would not be able to access his property. Due to the easement, the dogleg could not be fenced. With a width of only ten feet, setback requirements would make it extremely difficult to construct an accessory building on the dogleg.

Mr. Parkinson stated that the staff had found that the proposed subdivision did not meet all the requirements of the Subdivision Ordinance. It recommended that the Planning Commission recommend that the City Council deny the request for preliminary approval of the Spencer Subdivision.

Commissioner Paul felt that whoever purchased the new lot would really be buying a smaller lot with an unusable chunk of property.

Chairman Kirch asked about fire access. Mr. Parkinson stated that if Sharon Spencer fenced her yard, Mr. Kay would not have access to his back yard

Commissioner Paul asked about property to the south. Steve Parkinson said the lot immediately to the south was owned by the Parks family.

Chairman Kirch allowed the applicant, Loren Kay, to speak.

Chairman Kirch asked what size home would fit on the new lot.

Loren Kay, 2243 West 5200 South, stated that he was just trying to help a neighbor. Right now the vacant property was a pretty good weed patch. He planned to build a two-story home with a basement. He felt the lot would make a nice home and clean up this spot. Terry Spencer was financing the home. This would probably be the last home he would build. If it was necessary, he could add more of his property so that whoever purchased the new lot would have more room.

Chairman Kirch reminded the Planning Commission that the governing document was the Subdivision Ordinance which the City had adopted. She felt the dogleg could become an issue down the road. Without a fence, property lines became blurred.

Commissioner Dandoy asked if it would be possible to access the dogleg from adjoining properties. Mr. Parkinson said not without going through homes and accessory buildings.

Commissioner Dandoy stated that there was a big strip of land in the middle of the block behind some of the homes. Was the new lot in someone's back yard? Mr. Parkinson said it was in Sharon Spencer's back yard and Loren Kay's side yard.

Loren Kay stated that this was the last lot available along the drought relief line. Mr. Parkinson said this was not the last lot because it wasn't a lot.

Commissioner Dandoy asked if the Parks still lived south of Sharon Spencer. Mr. Kay said they did. Commissioner Dandoy felt approving the subdivision would be a '*no brainer*' if the property needed to make the new lot 8,000 square was directly to the south rather than in a dogleg. The Planning Commission was concerned about the dogleg.

Chairman Kirch asked if Parks would be willing to sell or swap a portion of their property to Mr. Kay.

Commissioner Paul stated that the Planning Commission was concerned about the usability of the dogleg and Loren Kay's ability to get to his backyard.

Commissioner Dandoy felt there were two important issues. The applicant had to get creative to acquire 8,000 square feet to meet the requirements of the ordinance. This was one of the most unique lots he had seen since he had been on the Planning Commission, and it might have problems complying with the Subdivision Ordinance. The Commission had to consider an unusual lot versus putting a home on a lot with less than 8,000 square feet. It did not want to create confusion, but he felt the unusual configuration of the lot would lead to confusion in the future.

Commissioner Paul said the City Council had already denied the applicant a waiver. Steve Parkinson explained that the City Council could not grant a waiver. The Council told the applicant he could not use the right-of-way as part of the lot area. The only body with power to grant a waiver was the Board of Adjustment. In order to apply for a waiver, the applicant had to a hardship. This property did not have a hardship.

Chairman Kirch stated that the DRC's comments from their November 5th review included a statement that '*property lines shall be established so as to maintain the minimum fire separation distances of five feet to detached structures on adjoining properties...*' There was also a comment about the square footage of Lots 2 and 3 shown on the plat did not match the dimensions of the property.

Commissioner Paul stated that all of the other lots in the area were long and rectangular. The applicant was carving out a smaller, creative lot. It did not fit.

Chairman Kirch felt the applicant was proposing an R-1-7, or smaller, lot.

Commissioner Nandell stated that allowing this lot would require the removal of canopies and concrete pads.

Chairman Kirch questioned whether the request complied with the Future Land Use Map. Mr. Parkinson said the Future Land Use Map designated this area as Medium to Low Density Residential. The applicant's request did comply with the Future Land Use Map and zoning regulations. The staff did not feel it complied with the Subdivision Ordinance.

Commissioner Dandoy said the Planning Commission was struggling. If there was a way to add square footage directly south of the property lot, the Planning Commission's decision would be easy. It was struggling with the unusual configuration.

Loren Kay stated that the Parks, the adjacent property owner, were adamant about turning over their total property to their daughter. He would try to acquire land from them, but he didn't feel he would be successful.

Chairman Kirch stated that there overall was enough square footage for three lots, but Section 903 of the Subdivision Ordinance said the Planning Commission had to be forward thinking. The Planning Commission didn't want to leave a lot that the City and owners would struggle with in the future.

Chairman Kirch asked how much property Mr. Kay would have to acquire from the property owner to the south to make 8,000 square feet. Mr. Parkinson did not know.

Commissioner Paul stated that the creative lot met the intent of the law, but it did not make the lot usable.

Commissioner Paul moved to recommend that the City Council deny preliminary subdivision approval of the Spencer Subdivision, a three (3) lot subdivision located at 2243 West 5200 South, based on the staff's findings and recommendation. Commissioner Karras seconded the motion. Commission members Dandoy, Karras, Kirch, Nandell, Ohlin, Paul, and Payne voted "aye," The motion carried.