



ROY CITY COUNCIL MEETING AGENDA

FEBRUARY 18, 2020 – 5:30 P.M.

ROY CITY COUNCIL CHAMBERS – 5051 SOUTH 1900 WEST

A. Welcome & Roll Call

B. Moment of Silence

C. Pledge of Allegiance

D. Consent Items

(These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately)

1. Approval of February 4, 2020 Roy City Council Meeting Minutes
2. Approval of an alcoholic beverage license for KSK Quick Stop, located at 3971 S 1900 W

E. Action Items

1. Swearing in of New Fire Chief Craig Golden
2. Resolution 20-6 Approving an Agreement with Aqua Environmental Services Inc. for the Sewer Lift Station Grinders Project
3. Continuation of Ordinance 20-1; Amendments to Title 10 Zoning Regulations; amending CH 10- General Property Development Standards; CH 17 Table of Uses; and CH 31 Definitions

F. Public Comments *This is an opportunity to address the Council regarding concerns or ideas on any topic. To help allow everyone attending this meeting to voice their concerns or ideas, please consider limiting the amount of time you take. We welcome all input and recognize some topics may take a little more time than others. If you feel your message is complicated and requires a lot of time to explain, then feel free to email your thoughts to admin@royutah.org. Your information will be forwarded to all council members and a response will be provided.*

G. Discussion Item:

- a. Form Based Code Strategy and Projected Timeline

H. Open and Public Meetings Act- Andy Blackburn

I. City Manager & Council Report

J. Adjournment

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

Pursuant to Section 52-4-7.8 (1)(e) and (3)(B)(ii) "Electronic Meetings" of the Open and Public Meetings Law, Any Councilmember may participate in the meeting via teleconference, and such electronic means will provide the public body the ability to communicate via the teleconference. The anchor location shall be the Roy City Council Chambers located at 5051 South 1900 West, Roy Utah.

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 14th day of February, 2020. A copy was also provided to the Standard Examiner and posted on the Roy City Website and Utah Public Notice Website on the 14th day of February, 2020.

Morgan Langholf
City Recorder

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

2020 ALCOHOLIC BEVERAGE LICENSE

TO BE APPROVED BY THE
CITY COUNCIL

On February 18, 2020

<u>LICENSE #</u>	<u>BUSINESS NAME/ ADDRESS</u>	<u>OWNER</u>	<u>CLASSIFICATION</u>	<u>YEAR TO APPROVE</u>
8728	KSK Quick Stop 3971 S 1900 W	Sham Sunder Dhiman	Class A Beer	2020

RETAIL LICENSE CLASSIFICATIONS

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



To: Mayor Dandoy and City Council Members
From: Ed Pehrson
Date: February 12, 2020
Subject: KSK Quick Stop - Alcoholic Beverage License

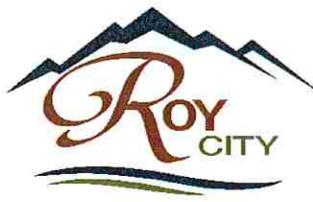
An inspection has been conducted at KSK Quick Stop, located at 3971 S 1900 W. I have found them to be compliant with the building and safety codes.

Respectfully,

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

Ed Pehrson
Roy City Building Official

Mayor • Robert Dandoy
City Manager • Matt Andrews



City Council • Ann Jackson
• Diane Wilson
• Jan Burrell
• Bryan Saxton
• Joe Paul

February 11, 2020

Mayor and City Council Members

Re: KSK Quickstop Application for Alcoholic Beverage License

Mayor and Council

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

Best,

A handwritten signature in black ink, appearing to read "Brody E. Flint". The signature is written in a cursive style with a horizontal line underneath it.

Brody E. Flint
Roy City Assistant Attorney
bflint@royutah.org
801-774-1000



Roy City Fire

MEMO

Deputy Chief Leroy Gleichmann

To: Tammy Nelson
Date: February 13, 2019
Subject: Alcoholic Beverage Application/Inspection

KSK Quick Stop

3971 S 1900 W

License # 8728

Class A Beer

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

Any questions please get with me. Thanks.

Leroy Gleichmann | Deputy Chief - Fire

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

(o) 801-774-1084 | www.royutah.org 

RESOLUTION 20-6

A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN AGREEMENT BETWEEN ROY CITY CORPORATION AND AQUA ENVIRONMENTAL SERVICES, INC. FOR THE SEWER LIFT STATION GRINDERS PROJECT

WHEREAS, the Roy City Council desires to furnish and install two open-channel grinders in an existing lift station located at 5470 S 4300 W; and

WHEREAS, a Request for Proposals for the Sewer Lift Station Grinders Project was advertised; and

WHEREAS, Aqua Environmental Services, Inc. was the lowest responsive, responsible bidder; and

WHEREAS, the Roy City Council desires to enter into an Agreement which is attached hereto, with Aqua Environmental Services, Inc., and

WHEREAS, the agreement sets forth the respective rights and responsibilities of the Parties regarding the Sewer Lift Station Grinders project.

NOW THEREFORE, BE IT RESOLVED on this ____ day of February, 2020 by the Roy City Council that the contract for the Sewer Lift Station Grinders project be approved and awarded to the Aqua Environmental Services, Inc. and that the Mayor is authorized to execute the agreement with Aqua Environmental Services, Inc.

Robert Dandoy
Mayor

Attest:

Morgan Langholf
City Recorder

Councilmember Wilson _____
Councilmember Paul _____
Councilmember Burrell _____
Councilmember Jackson _____
Councilmember Saxton _____



Memorandum

To: Ross Oliver, Public Works Director
Ed Sorensen, Water & Sewer Superintendent
Roy City Corporation

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

Date: February 3, 2020

Subject: Sewer Lift Station Grinders Project

Summary

An invitation to bid for the Sewer Lift Station Grinders Project was advertised in the Ogden Standard Examiner on January 15, 2020. In response, three bids were received by the January 23rd deadline. The bidders and the bid amounts are listed below:

Aqua Environmental Services Inc.	\$112,676.96
Advanced Pump & Equipment	\$91,400.58
Advanced Pump & Equipment	\$78,974.22 (supplying equipment only?)

Receiving two bids from a single contractor is unusual, and it was not entirely clear why separate bids were submitted. It appears that Advanced Pump & Equipment's second (lower) bid was for supplying the grinders only, not installation. We considered the second bid as non-responsive, leaving only the first two bids for further consideration.

Evaluation

During the bidding process, Aqua Environmental Services (AES) visited the site and developed a detailed work plan for the project. The plan takes into consideration: site access and work sequence; conduit installation and power supply; concrete cutting requirements; and integration of the equipment controls with the SCADA system. Advanced Pump & Equipment (AP&E) did not visit the site and estimated their costs based upon some assumptions about the site conditions. These assumptions are listed in their bid. Unfortunately, several of the assumptions are incorrect and change order requests are likely if they are selected.

The project specifications indicated that the grinders must be JWC 30005 Muffin Monster grinders or approved equals. AES's bid was for the specified Muffin Monster grinders. AP&E's bid was for a Franklin Miller Taskmaster grinder proposed as an equal. After reviewing the available product information, we have concluded that the Franklin Miller grinders lack several features that we consider important to qualify as an equal. Key differences between the two grinders are summarized below:

- The specification indicates that the required capacity for each grinder is about 2,000 gpm. The proposed Franklin Miller grinder capacity is about 1,700 gpm, while the Muffin Monster grinder has a capacity of 2,100 gpm.
- The motor for the Franklin Miller grinder is rated as submersible and relies on being at least partially submerged in water for cooling. The Muffin Monster motor is rated as immersible, which allows it to operate submerged in water, but without relying on the water for cooling. The Muffin Monster motor is rated for operation at higher temperatures.
- The cutters for Franklin Miller grinders cannot be adjusted, resulting in decreased cutting efficiency

as the cutters experience wear. Adjustability for wear gives the Muffin Monster grinders a longer expected service life.

- The cutters for Muffin Monster grinder stacks are machined from a higher grade steel and have features that are specifically designed to efficiently shred wet wipes. Wet wipes can be major maintenance problem for lift station pumps if they are allowed to through the cutters without being shredded.

Recommendation

We recommend that the contract for the Sewer Lift Station Grinders Project be awarded to Aqua Environmental Services for \$112,676.96. We feel this bid provides grinders with the best long-term value. Aqua Environmental Services is familiar with the job conditions, and their understanding of site conditions will reduce the potential for change orders and contract prices increases.

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.

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **ROY CITY CORPORATION** (hereinafter called OWNER) and **Aqua Environmental Services, 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:

Furnish and install two open-channel grinders in an existing lift station located at 5470 South 4300 West, Roy City, Utah.

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:

ROY CITY SEWER LIFT STATION GRINDERS 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 **30** 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

Bid Item	Description	Quantity	Units	Unit Price	Amount
1	Furnish Open Channel Electric Grinder with Frame, Supports, and Controller	2	Each	\$40,936.80	\$81,873.60
2	Install Open Channel Electric Grinder	2	Each	\$14,651.68	\$29,303.36
3	Provide Initial Startup and Training	1	LS	\$1,500.00	\$1,500.00

TOTAL OF ALL UNIT PRICES **ONE HUNDRED TWELVE THOUSAND SIX HUNDRED SEVENTY-SIX DOLLARS AND 96/100 (\$112,676.96).**

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 _____ day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

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

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

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

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

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

ARTICLE 7- INTEREST

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

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

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

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

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

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. General Conditions;
 - 3. Supplementary Conditions;
 - 4. Exhibits this Agreements;
 - 1. Notice to Proceed;
 - 2. CONTRACTOR's Bid;
 - 3. Documentation submitted by CONTRACTOR prior to Notice of Award;
 - 5. 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 _____, 2020, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

ROY CITY CORPORATION

AQUA ENVIRONMENTAL SERVICES, INC.

By: _____

By: _____



SYNOPSIS

Application Information

Applicant: Roy City
Request: **Continuation** – Ord. No 20-1; Consider amendments to Title 10 Zoning Regulations; amending CH 10 - General Property Development Standards; CH 17 - Table of Uses; and CH 31 - Definitions

Staff

Report By: Steve Parkinson
Staff Recommendation: Approval

APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10,
 - Chapter 10 – General Property Development Standards,
 - 10-10-24 – Tables of Lot and Setback Requirements for Primary Buildings Table 10-2 - “Minimum Yard Setbacks Adjacent to any Residential Zone”.
 - 10-10-31 - Required Compatibility Transitioning Treatments Between Residential and Nonresidential Districts, 2) Screening Walls and 3) Screen Landscaping.
 - 10-10-36 - Requirements for Fences and Walls, 1 c) and 2)
 - 10-17-2 Exceptions to the Table of Uses
 - Table 17-3 - Table of Allowed Screening
 - 10-31-1 - Definitions

PREVIOUS COUNCIL ACTION

During the December 3, 2019 Council Work-session, the Council discussed the proposed ordinance, they didn't have any issues and asked staff to bring it back to the Council as written.

The City Council held a Public Hearing on October 15, 2019, the hearing was opened – the Public made the following comments:

- Braeden Stander, 5044 South 3600 West, explained that he had attended the Planning Commission meeting. He wished to ask why the setback had been changed from 20 to 15 feet and why it did not address issues of height, which continued to be an issue. He continued that the opaque fencing allowed privacy but that if the building was higher, privacy would be foiled. He added the ambiguity had not been fully addressed. He explained that one specific code should supersede the general code.
- Jason Sphar, 4400 South 1650 West, explained that when the Planning Commission had worked on this ordinance, it had attempted to give the City more options for screens. He continued that if more work was needed, the Commission would be open to feedback and suggestions.
- Kory Crossley, 5552 South 3750 West, asked how the ordinance would affect prior developments.
 - Mayor Dandoy and Councilmember Paul stated that the ordinance would not be retroactive.
 - Mr. Crossley continued that if an area had been built for a retaining wall, the ordinance would allow a fence to be built to at least 6 feet in height. The information was confirmed to be correct: the difference in height had to be accounted for.
 - Mayor Dandoy explained that with any height difference, the fence had to be placed on the higher portion. Mayor Dandoy explained that some engineering approach would have to be used and added the discussion had to be about what was on the property line.
 - Mr. Crossley explained he still was not fully understanding this portion of the code.
 - Mayor Dandoy mentioned that a fence could not be higher than 6 feet. He stated that the Planning Commission had tried to find some mitigation to the ambiguity.



- Mayor Dandoy stated that there was an issue with assisted living. He mentioned that if the ordinance was passed as it was to take the ambiguity out of the prior ordinance. He explained that he had read through the new ordinance and could still see some ambiguity: different portions called for different kinds of screens. He continued that Mr. Crossley's question could be answered. If the ordinance was approved today, it would change things moving forward. The question, he added, was how to grandfather prior fences: the issue, he added, still had to be resolved. Mr. Crossley stated that he did not believe the current requirement addressed the grandfathering of prior fences and their ambiguity.
- Mayor Dandoy stated that the masonry fences wall would have to be allowed to be 12 feet high to satisfy the issue. His opinion, he added, was that if the ordinance passed during the meeting, any project forward would have to follow the ordinance. Mayor Dandoy discussed the details of the different height and materials. He continued that modifying the ordinance to include a 12-foot requirement, any development forward would have to follow the same rules. He mentioned that landowners might want to change their fencing, but that they would not be forced to. If the ambiguity were to be taken out tonight, he added, it might have consequences for the senior living facility. His main concern, he continued, was that the Council had to make a decision to ensure that the ambiguity did not manifest itself again in new developments. He added that more developments were coming.
- Mr. Crossley explained that there was no delineation between offers for residential and commercial. He added being concerned about the shortening of the buffer to 15-feet. Mayor Dandoy stated that the Council could approve the proposal with amendments.
- Trudy Crossley, 5552 South 3750 West, stated that her concern was that the previous code had been tied to a CC and an R1310. The current ordinance, she pointed, stated that the change was for any non-residential zoning. She stated that the ambiguity was coming from the lack of specifics for certain zones. She added being concerned about height differences on the property line. She pointed to the height of screen behind her property and explained the owners had been able to not do a 6 feet fence. She mentioned she was concerned about taking away a view for residents. She asked how that specific property had been able to build 3 feet off the property line. She stated that not measuring from the highest elevation was creating the issue and continued that she did not like how so much language had been struck out.

The Council voted 3-0; to table Ordinance No. 19-14 to amend the Title 10 Zoning Regulations; amending CH 10 - General Property Development Standards; CH 17 - Table of Uses; and CH 31 – Definitions

PLANNING COMMISSION ACTION

The Planning Commission held a Public Hearing on October 8, 2019, the hearing was opened – the Public made the following comments:

With no comments the public hearing was closed.

With no additional questions or discussion, the Commission voted 7-0; to forward to the City Council a recommendation of approval with the conditions and facts as stated within the staff report to amend the Title 10 Zoning Regulations; amending CH 10 - General Property Development Standards; CH 17 - Table of Uses; and CH 31 – Definitions

ANALYSIS

Background:

A recent development highlighted some ambiguity within our Zoning Ordinance regarding screening. Over the past three months the Commission and staff have been reviewing our code along with the codes of other cities, (ie.. Clinton, Layton, Ogden and Queen Creek AZ) to come up with language to clear up those ambiguities.

The ambiguity in our ordinance was that there were two to three sections, one required stone, brick or colored masonry, and the other allowed for vinyl or chain-link with slats. Another aspect that was an issue was landscaping for all Nonresidential uses, if landscaping was required there was a section of the code that instructed what was required to be planted. So to clean all of this up the Commission looked to other city's

(see above) to see how they handled it. After reviewing all of the other city's codes the Commission liked Clinton's code because it gave options not just one standard but in this case four (4) options to choose from.

Staff was directed to bring back something that gave developers options and had requirements for landscaping. What is being proposed is giving four (4) options of setbacks ranging from 15 feet to 30 feet. Each setback option however comes with certain requirements regarding fence type, and landscaping requirements. The fencing options are Masonry solid, partial view or view; OR Vinyl solid, partial view or view OR Chain-link living. The landscaping requires a certain number of canopy trees, understory trees, evergreen trees and shrubs per 100 feet, the numbers of each type depends on which option the developer picks

To explain how all of this works I'll use two examples:

1. The 15 foot option –
 - a. Fence Type: Masonry - Solid, six (6) feet
 - b. Landscaping (per 100 feet):
 - i. Canopy Trees: 2.5
 - ii. Understory Trees: 3
 - iii. Evergreen Trees: 3.6
 - iv. Shrubs: 7.5
2. The 25 foot option –
 - a. Fence Type: Masonry - View, six (6) feet OR Vinyl - Partial View, six (6) feet
 - b. Landscaping (per 100 feet):
 - i. Canopy Trees: 1.8
 - ii. Understory Trees: 3.6
 - iii. Evergreen Trees: 6
 - iv. Shrubs: 15

The thought was the closer the setback the more solid the fence and with a solid fence there is less need for low growing plants like shrubs but more of a need for tall and medium size trees. The farther the setback the less solid of a fence is needed but there was a bigger need for more shrubs. So the plant multiplier takes that into account. The number of plants was taken from Clinton's code.

The different fencing types are:

- Masonry
- Vinyl
- Chain-Link
 - Solid – 0% openness
 - Partial View – 33% openness (example 4' solid, 2' open)
 - View – 50% openness (example 3' solid, 3' open)
 - Living - Vegetation

FINDINGS

1. The proposed amendments are consistent with the General Plan.
2. Is consistent with previous discussions with the Planning Commission.

ALTERNATIVE ACTIONS

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

RECOMMENDATION

Staff recommends approval of the of the proposed amendments to the Roy City Municipal Code; Title 10 Zoning Regulations; amending CH 10 - General Property Development Standards; CH 17 - Table of Uses; and CH 31 - Definitions

EXHIBITS

- A. Ord No 20-1

ORDINANCE No. 20-1

AN ORDINANCE AMENDING THE ROY CITY MUNICIPAL CODE TITLE 10 – ZONING REGULATIONS AMENDING CH 10 - GENERAL PROPERTY DEVELOPMENT STANDARDS; CH 17 - TABLE OF USES; AND CH 31 - DEFINITIONS

WHEREAS, the Roy City Council finds that it is advisable and beneficial to make an update to Title 10 Zoning Regulations amending CH 10 - General Property Development Standards; CH 17 - Table of Uses; and CH 31 - Definitions

WHEREAS, the Roy City Council finds that the modifications regulating the proposed changes will be of benefit and use in enhancing and increasing long-term viability of development within commercial and manufacturing areas which is important to the City; and

WHEREAS, the Roy City Planning Commission held a public hearing as required by law and has favorably recommended an amendment to the City Council; and

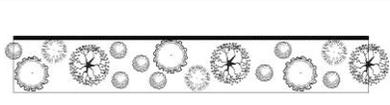
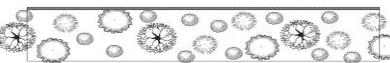
WHEREAS, the Roy City Council has received and reviewed the recommendation of the Planning Commission and City Staff, finding it to be consistent with the goals and policies of the Roy City Zoning Ordinance and General Plan, and has reviewed and considered the same in a public meeting.

NOW, THEREFORE, Be it hereby ordained by the City Council of Roy City, Utah, that Title 10 Zoning Regulations amending CH 10 - General Property Development Standards; CH 17 - Table of Uses; and CH 31 - Definitions

Note - Language to be added has been **bolded** and language to be removed has been ~~struck~~ through.

10-10-24 Tables of Lot and Setback Requirements for Primary Buildings:

TABLE 10-2 - TABLE OF REQUIRED LOT AND SETBACK REQUIREMENTS FOR NON-RESIDENTIAL ZONING DISTRICTS FOR PRIMARY BUILDINGS

Minimum Yard Setbacks – Adjacent to any Residential Zone:					
Front	As required by the adjacent residential zone for a minimum distance of 100 feet.				
Side	20 feet or one (1) foot for every one (1) foot of building height, whichever is greater.				
Rear	20 feet or one (1) foot for every one (1) foot of building height, whichever is greater.				
Depth (feet)	Fence Type (Height)	Required Plant Units per 100 feet	Plant Unit Multiplier	100 feet in Length	
15'	M[S] (6')	2.5 – Canopy Trees 4 – Understory Trees 6 – Evergreen Trees 15 – Shrubs	CT = 1; UT = .75; E = .6; S = .5		
20'	V[S] (6'); M[PV] (6')		CT = .9; UT = .8; E = .8; S = .75		
25'	V[PV] (6'); M[V] (6')		CT = .75; UT = .9; E = 1; S = .1		

30'	V[V] (6'); CL[L] (6')	CT = .6; UT = 1; E = 1; S = 1.25	
Fence Types = M - Masonry, V - Vinyl, CL - Chain-link;			
[S] - Solid, [PV] - Partial View, [V] - View, [L] - Living			

10-10-31 Required Compatibility Transitioning Treatments Between Residential and Nonresidential Districts:

~~B. Screen Walls:~~

- ~~a) An opaque wall shall be installed and maintained along all lot lines that coincide with a residential zoning district boundary.~~
- ~~b) The opaque wall shall be six (6) feet in height. A lower height wall may be required adjacent to a front property line for sight distance and traffic safety.~~
- ~~c) Where there is a difference in elevation on opposite sides of the wall, the height of the required wall shall be measured from the highest elevation.~~
- ~~d) The opaque wall shall be constructed of stone, brick, or colored block masonry.~~

~~C. Screen Landscaping:~~

- ~~e) All nonresidential uses located adjacent to any residentially zoned property shall provide a minimum of a ten feet (10') landscaped buffer adjacent to the residential zoning district boundary. No off-street parking, driveways, accesses, or any hard surfaced areas shall be permitted to be located within the required ten feet (10') landscaped buffer area.~~
- ~~f) The landscaping provided within the required ten feet (10') landscaped buffer area, as identified in (a) above shall meet or exceed the minimum requirements for landscaping in nonresidential areas, as provided herein.~~
- ~~g) The types, sizes, and amount of landscaping materials sufficient to protect residential properties shall be determined by the Commission when approving a Site Plan.~~

10-10-36 Requirements for Fences and Walls:

1) Height.

- a) Unless required for Site Plan Approval no fence, wall, hedge, or similar structure shall be erected on any required rear or side yard to a height in excess of six (6) feet, except fences located on the front property line or on the side property line within the front yard shall not be a height in excess of 48 inches.
- b) A fence or wall located along a property line with a grade difference, the fence or wall may be erected to the maximum fence height permitted by the highest grade at the property line. No ground shall be bermed to exceed the maximum allowed height of fences or walls.
- ~~c) Solid, sight-obscuring fences and walls, separating commercial and industrial zoning districts from all other zones, may be required as a buffering and screening treatment with a maximum height of six (6) feet, except for required clear view areas. Additional fence height may be required, including the provision of a three (3) feet of open fence, such as wrought iron, to the top of any fence along rear property boundaries for safety and security purposes.~~

~~2) Compatible Design:~~

~~All walls and fences shall be compatible with the surrounding landscape and the architecture and building materials of buildings on and adjacent to the property.~~

10-17-2 Exceptions to the Table of Uses:

- 2) Outdoor Storage: Permitted or Conditional uses within the CC, RC, BP, LM and M may include the outdoor storage as part of Site Plan approval, only if all of the following conditions are met:
 - b. All outdoor storage is screened from public view, **using options within Table 17-3.**

TABLE 17-3 - TABLE OF ALLOWED SCREENING (Ord. No 1071; 11/18/14)

These screening options are only available for the screening of "Outdoor Storage"	
A minimum 6 foot tall solid fence of either wood, vinyl or chainlink with interlocking opaque vinyl or a minimum 6 foot tall decorative masonry wall with textured surfacing facing the street	Screens ground level lights, noise, objectionable views, provides privacy and access restriction, and texturing provides aesthetic relief. "Decorative masonry" shall include split face block or brick, brick, fluted block, or masonry wall with stucco finish, but shall not include openings in the wall surface below a height of 6 feet. Bumper guards set back a minimum of 2½ feet from the fence shall be required when fence abuts parking.
Minimum 6 foot chainlink fence with inserts in the fence fabric	Provides security and access restriction. Inserts help screen objectionable views. Inserts shall be of a durable opaque material and shall be kept in good repair. Bumper guards, set back a minimum of 2½ feet from the fence, shall be required when fence abuts parking.
6 foot open fence with evergreen trees and shrubs	Screens ground level and higher level lights, provides security and access restriction. Vegetative screen provides additional noise mitigation and screens objectionable views. Trees and shrubs shall be of a locally adapted evergreen species such as arborvitae, juniper, pyracantha, evergreen euonymus, pines or spruces, with a planted size of at least 15 gallons for trees and 5 gallons for shrubs, and shall be expected to reach a height of at least 5 feet within 5 years of planting. Trees shall be planted at 20 feet on center and shrubs at 5 feet on center.

10-31-1 Purpose and Conflicts:

~~Fence, Open: A fence which permits vision through more than fifty percent (50%) of each square foot more than eight (8) inches above the natural or finished grade.~~

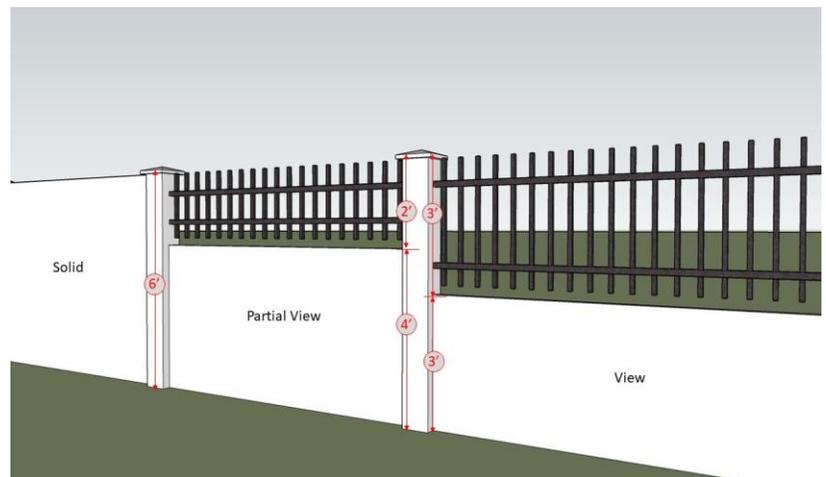
~~Fence, Sight Obscuring: A fence which permits no vision (0%) through any part of the fence at a more than eight (8) inches above the natural or finished grade.~~

Fence, Living – A hedge of vegetation used as a screening device or a fence with vegetation growing to it or on it which at the time of maturity would prevent an “open: effect and would block the normal line of sight.

Fence, Partial View – A fence constructed in such a manner as to achieve at least 33% openness overall.

Fence, Solid - A fence constructed in such a manner as to achieve 0% openness overall.

Fence, View – A fence constructed in such a manner as to achieve at least 50% openness overall



This Ordinance has been approved by the following vote of the Roy City Council:

Councilmember Burrell _____

Councilmember Jackson _____

Councilmember Paul _____

Councilmember Saxton _____

Councilmember Wilson _____

This Ordinance shall become effective immediately upon passage, lawful posting, and recording. This Ordinance has been passed by the Roy City Council this _____ day of _____, 2020.

Robert Dandoy; Mayor

Attested and Recorded:

Morgan Langholf; City Recorder