



ROY CITY COUNCIL MEETING AGENDA (ELECTRONIC) – AMENDED

MAY 5, 2020 – 5:30 P.M.

No physical meeting location will be available. This meeting will be streamed live on the Roy City YouTube channel.

A. Welcome & Roll Call

B. Moment of Silence

C. Pledge of Allegiance

D. Consent Items

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

1. Approval of new Business Advisory Board Members Ryan Dahl, Heather Schwitzer, Chris Limburg, and Janel Hulbert
2. Sale of fixed assets- p-10 1997 Jacobsen HR-15 Hydro, serial number 70521

E. Action Items

1. Ordinance 20-7 an Ordinance granting to Questar Gas Company, dba, Dominion Energy Utah a Franchise for the Construction, Operation and Maintenance of a Gas Distribution System in Roy City, Weber County, State of Utah.
2. Consideration of Resolution 20-10 approving and authorizing the Mayor to execute a professional services agreement with Randy Sant, dba RS Contract Management Services

F. Public Comments *If you would like to make a comment during this portion of our meeting on ANY topic you will need to email admin@royutah.org to request access to the ZOOM chat. Otherwise please join us by watching the live streaming at <https://www.youtube.com/channel/UC6zdmDzxdOSW6veb2XpzCNA>*

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 make 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. Presentations

- a. Budget Proposal FY 2021- Camille Cook
- b. Business Advisory Board

H. Discussion Items

1. Recreation and Summer Events pertaining to COVID-19
2. Class of 2020 Roy High Seniors

I. City Manager & Council Report

J. Adjournment

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



meeting.

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

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in a public place within the Roy City limits on this 4th of May, 2020. A copy was also provided to the Standard Examiner and posted on the Roy City Website and Utah Public Notice Website on the 4th of May, 2020.

Morgan Langholf
City Recorder

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

ORDINANCE NO. _____

DATE _____

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

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

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

NOW, THEREFORE, the City Council ordains as follows:

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

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

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

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

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

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

Dominion Energy shall repair or replace, at its own expense, any and all rights of way, pavements, sidewalks, street improvements, excavations, public utilities (water mains sewer and storm drains) other facilities, landscaping, or other improvements, public or private, that it damages in the Franchise operations.

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

The City shall have the right to inspect the construction, operation and maintenance of the Facilities to ensure the proper compliance with applicable City ordinances, regulations and requirements. In the event Dominion Energy should fail to comply with the terms of any City ordinance, regulation or requirement, the City shall give Dominion Energy written notice of such non-compliance and the time for correction provided by ordinance or a reasonable time for correction if there is no time frame provided by the applicable ordinance, regulation, or requirement.

After written notice and failure of Dominion Energy to make correction, the City may, at its sole risk, make such correction itself and charge the cost to Dominion Energy including any minimum cost provided by ordinance. Nothing in this Franchise limits Dominion Energy' right to oppose any ordinance, either existing, proposed, or adopted from and after the effective date of this Franchise.

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

8. **Relocation.** Upon written notice to Dominion Energy, the City may require, within a reasonable time, the relocation and removal or reinstallation (collectively, Relocation) of any Facilities located in, on, along, over, across, through, or under any of the Streets and right of ways. After receipt of such written notice, Dominion Energy shall diligently begin such Relocation of its Facilities as may be reasonably necessary to meet the City's requirements. The Relocation of Facilities by Dominion Energy shall be at no cost to the City if (i) such request is for the protection of the public health, safety and welfare pursuant to lawful authority delegated to the City; (ii) the

Facilities have been installed pursuant to this or any other Questar Gas franchise and not pursuant to a property or other similar right, including, but not limited to, a right-of-way, grant, permit, or license from a state, federal, municipal or private entity; and (iii) the City provides a new location for the Facilities. Otherwise, a Relocation required by the City pursuant to such written notice shall be at the City's expense. Following Relocation of any Facilities, Questar Gas may maintain and operate such Facilities in a new location within City limits without additional payment. If a City project is funded by federal or state monies that include an amount allocated to defray the expenses of Relocation of Facilities, then the City shall compensate Dominion Energy up to the extent of such amount for any Relocation costs mandated by the project to the extent that the City actually receives or is otherwise authorized to direct or approve payment of such federal or state funds.

Notwithstanding the preceding paragraph, Dominion Energy shall not be responsible for any costs associated with an authorized City project that are not attributable to Dominion Energy's Facilities in the Streets. Further, all such costs shall be allocated among all utilities or other persons whose facilities or property are subject to Relocation due to an authorized City project.

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

right to refuse service to any customer who refuses to comply with Dominion Energy' rules and regulations.

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

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

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

13. **Bonding.** Pursuant to Section 1011 of the City ordinances, the requirement to file a corporate surety bond is expressly waived.

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

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

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

APPROVED and ADOPTED this _____ day of _____, 2020.

Roy City

ATTEST:

City Recorder

By _____
Mayor

Voting Outcome

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

Yes **No**

**QUESTAR GAS COMPANY dba
DOMINION ENERGY UTAH**

By: _____
Craig Wagstaff
Sr. Vice President and General Manager
Western Distribution Operations

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the ____ day of _____, 2020, personally appeared before me _____, who being duly sworn, did say that he is the Mayor of **ROY CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

Notary Public

My Commission Expires:

Residing at:

QUESTAR GAS ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the ____ day of _____, 2020, personally appeared before me Craig Wagstaff, who being by me duly sworn did say that he is the Sr. Vice President and General Manager of **QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH**, a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and he acknowledged to me that said corporation executed the same.

Notary Public

My Commission Expires:

Residing at:

RESOLUTION 20-10 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH RANDY SANT, DBA RS CONTRACT MANAGEMENT SERVICES

Whereas, the Roy City Council has determined there exists a need for assistance with economic development and management of the Roy City Redevelopment Agency; and

Whereas, Randy Sant, dba RS Contract Management, has been providing and desires to continue providing those services; and

Whereas, the Roy City Council desires to continue its working relationship with Randy Sant, dba RS Contract Management Services; and

Whereas, the Roy City Council has determined that it is in the best interests of the City to enter into an agreement with Randy Sant, dba RS Contract Management Services for the provision of services as provided for in Exhibit "A" which is attached hereto; and

NOW, THEREFORE, BE IT RESOLVED, that the Roy City Council hereby adopts this Resolution and approves the professional services agreement attached hereto as Exhibit "A" and authorizes the Mayor to execute the agreement

Passed and Adopted on this the _____ day of April, 2020

Robert Dandoy
Mayor

Attest:

Morgan Langholf

Voting:

Councilmember Jan Burrell _____

Councilmember Bryon Saxton _____

Councilmember Joe Paul _____

Councilmember Diane Wilson _____

Councilmember Ann Jackson _____

Professional Services Agreement

This Agreement, entered into and effective this ____ day of _____, 2020 by and between Roy City Corporation, a municipal corporation of the State of Utah, hereinafter "City," and Randy Sant, dba RS Contract Management Services, hereinafter "Contractor."

Witnessed:

Whereas, City has established a need for certain professional services; and

Whereas, Contractor has proposed to provide such professional services

Now, Therefore, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

1. **Performance of Services.** City hereby agrees to engage Contractor, and Contractor hereby agrees to provide for the services described in detail and in the manner specified in Exhibit "A" attached hereto and incorporated herein.
2. **Compensation.** The City shall pay Contractor the sum of One Hundred Fifty Dollars (\$150.00) an hour as compensation for services provided under this agreement. Payment for services shall be made by City within 30 days of receipt of invoice from Contractor. Contractors invoice shall include a detailed accounting of services performed, project tasks and time spent on the provision of services and tasks.
3. **Time of Performance.** This Agreement shall commence on the effective date of this agreement and shall continue until terminated as hereinafter provided.
4. **Termination of Agreement for Cause.** If, through any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof. In the event of termination for cause, Contractor shall be entitled to receive only the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Agreement by Contractor, and City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due City from Contractor is determined.

5. **Termination for Convenience.** The City or Contractor may terminate the Agreement at any time by giving written notice to the other and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by City as provided herein, City shall pay Contractor a percentage of the established fee for work performed up to the time of such termination. Said percentage shall be based on the ratio of work completed to the total work required.
6. **Non-assignability.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto.
7. **Interest of Contractor.** Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed. The parties agree that Contractor is free to accept any other employment which does not conflict with their representation of the City. If such employment, in the City's opinion, does conflict with Contractor's duties hereunder, and such conflict cannot be resolved to the City's satisfaction, the city will have the right to terminate this agreement. Contractor agrees that it has a duty to inform the City of any potential conflicts of interest as soon as possible so that such conflicts can be confronted and resolved.
8. **Confidentiality.** Unless otherwise required by law or agreed to by the parties, all dealings of the parties hereto are confidential, and no report, data, information or communication developed, prepared or assembled by Contractor hereunder shall be revealed or made available to any person or entity other than the City, without the City's permission except as provided by law. Should any request be made of Contractor for Confidential Information by a third party, Contractor shall notify the City in writing immediately, and shall cooperate with the City in responding to such request. Contractor shall return all Confidential Information in its possession to the City upon termination of this Agreement or upon request at any time. Contractor shall certify in writing that all Confidential Information has been returned to the City upon request.
9. **Indemnification and Insurance** Contractor agrees to indemnify, save harmless and defend City and its elected officials, officers, employees, authorized agents and volunteers from and against any and all claims, damages, demands, actions, costs and charges arising out of or by reason of Contractor's performance or failure to perform this agreement. City shall add contractor to its liability policy and worker's compensation policy if such coverage is available with the City's current providers.
10. **Attorney's Fees.** In the event either party institutes litigation to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorney's fees and costs.

11. **Notice.** Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

City: Roy City
Attention: City Manager
5051 South 1900 West
Roy UT 84067
Telephone (801)774-1022

Contractor: RS Contract Management Services
Attention: Randy Sant
P.O. Box 370
Roy UT 84067
Telephone: (801)589-8080

12. **Independent Contractor.** Contractor is independent of the City and shall perform all services according to its own methods without being subject to the control of the City except as to the results obtained. The City shall not carry Worker's Compensation insurance or any health or accident insurance to cover Contractor. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor, as an independent contractor, shall provide and be responsible for any and all of Contractor, and its employees or agents, Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholdings, etc.

13. **When Rights and Remedies Not Waived.** In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to City with respect to such breach or default.

14. **Integrated Document.** This Agreement embodies the entire agreement between City and Contractor for the scope of services and the term and conditions. No verbal agreements or conversations with any officer, agent or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

15. **Compliance with Laws.** Contractor shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state and local government in connection with the performance of this Agreement.

16. **Severability of Provisions.** If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

17. **Modifications.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

18. **Governing Law.** This Agreement, its terms and conditions, shall be governed by Utah law. Jurisdiction and venue for any litigation concerning this Agreement shall be in state or federal courts located in the State of Utah.

In Witness Whereof, the parties hereto execute the foregoing instrument as of the day and year first above written.

Roy City Corporation:

Robert Dandoy, Mayor

Attest:

Morgan Langholf, City Recorder

Contractor: RS Contract Management

Randy Sant

EXHIBIT A

Contractor Responsibilities.

Contractor shall consult with and advise the City, and its Redevelopment Agency, at City's request and Contractor's reasonable convenience with respect to assisting the City in the implementation of its economic development program and management of its Redevelopment Agency.

The following is a summary of the type and scope of services to be undertaken to assist Roy City and the Roy City Redevelopment Agency (RDA) in implementing their economic development program and enhancing the economic base of the City.

- Assist in the development and implementation of an actionable Economic Development Strategic Plan for Roy City.
- Providing consulting services to the Economic Development Committee and/or Redevelopment Agency Board as needed and requested.
- Assist in the management of the Roy City Redevelopment Agency including preparation of the budget, implementation of the budget, preparing extensions for existing project areas, preparation of agendas, and coordinating RDA training for the board, as requested.
- Provide proprietary intelligence on retail, office, and industrial opportunities and assist in the recruitment of new business to Roy City.
- Coordinate the creation of new community reinvestment project areas as requested by the Agency.
- Assisting with design and development of demographic, marketing and messaging materials for economic and redevelopment activities
- Coordinate and manage the RDA Revolving Fund program.
- Assist the administration in the coordination of the City economic development program.
- Attend and represent the City as requested on economic development matters at the county, regional and state level.
- Assist the City/RDA in the preparation of agreements and documents, required for implementation of RDA project areas
- Coordinate with the administration on requests for economic development projects and provide consulting services as needed to help with the implementation of those projects.
- Conduct feasibility, cost benefit analysis, retail leakage studies, market analysis and related studies on economic development projects as requested by the City
- Participate in the City's design and review committee
- Provide other economic development and redevelopment services as requested by the City.