

ROCKY RIDGE TOWN MEETING **PUBLIC HEARING for MOBILE HOME** **WATER RATES**

November 17, 2021

7:30 pm

M.L.A. Building

MINUTES: Approval of October's Minutes; Regular Town Meeting & Special Meeting

UNFINISHED BUSINESS:

1. Country Garbage – Jay Mecham visiting to discuss a contract for the Town
2. Town Website Contract; Tim Allred
3. Update on the Old Skid Steer; Bethany Sturgeon
4. Review and approve list of address changes

NEW BUSINESS:

1. Public Hearing for Mobile Home Water Rates
2. Monthly Expenditures
3. Lane Allred; contracting with the Town regarding the Park

DEPARTMENTS:

1. EMS/CERT: ***
2. Water: ***
3. Road: ***
4. P & Z: ***
5. Admin: ***
6. Park: ***
7. Library: ***

***OPEN FLOOR:**

1. Citizen Items: Speed limit signs along Larkridge Road, Crosswalks for the current MLA Building & possible solutions; Solar school zone signs
2. Town Council Items:

/s/ Marilyn Bronson

Town Clerk Posted: 11/16/2021

- * Please contact Mayor Ronald Allred or Deputy Clerk Marilyn Bronson to place items on the Agenda.
- * The Open Floor session of Town Meeting is an open forum for our Citizens to present concerns or ideas to the Town Council. This session is limited to the time available and no formal action can be taken by the Town Council on these items.
- * All Town Meetings are recorded according to State statute and are available to any Citizen requesting a copy.
- * In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Marilyn Bronson (435) 610-0395

Rocky Ridge Town Garbage Collection

This Agreement entered into the _____ day of _____ by and between Rocky Ridge Town, a Municipal Corporation located in Juab County Utah, hereinafter referred to as "Rocky Ridge Town" and Jay Mecham Country Garbage LLC, hereinafter referred to as "Contractor."

WHEREAS, Contractor is desirous of contracting with Rocky Ridge Town to provide for the residential collection of garbage, and it has sufficient automated type garbage trucks, qualified drivers and all necessary employees to collect and dispose of Rocky Ridge Town's residential garbage.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

THE CONTRACTOR AGREES:

1. The Contractor will furnish a sufficient number of automated type trucks, qualified drivers and all necessary employees to collect and dispose of garbage from residences in Rocky Ridge Town and the immediate surrounding area at least once a week on a regular schedule.
2. The Contractor will provide Rocky Ridge Town with its proposed collection schedule and Rocky Ridge Town will be responsible for informing its residents of the schedule. No collection will take place between 7:00 p.m. and 7:00 a.m.
3. All trucks, containers and related equipment of the contractor must be modern, sanitary, leak proof and suitable for the collection of garbage.
4. The Contractor will pay for the services of all its employees and bear the cost and expenses of maintenance and operation of its equipment and assume all liability and liability insurance costs connected therewith.
5. The Contractor will remain the following minimum insurance coverage:
 - a. Automobile Liability:

Combined Bodily Injury and Property	\$1,000,000
Damage Liability Coverage	

Contractor agrees to include Rocky Ridge Town as an additional loss insured on all policies and provide Rocky Ridge Town with proof of said coverage. The contractor will also provide workers' compensation for all its employees in accordance with the laws of the State of Utah.

6. The Contractor will comply with all applicable Statutes of the State of Utah applicable Rocky Ridge Town Ordinances, as well as the applicable rules and regulations of the Board of Health.

7. The Contractor will dispose of all garbage at designated landfill of Contractor's choice. Rocky Ridge will be responsible to pay JDRA disposal fees, but once scales are put in at Nephi Landfill and JDRA begins charging Contractor. The Contractor will need to increase garbage rates to cover disposal costs.
8. The Contractor agrees to provide special consideration or assistance for elderly or disabled residents with respect to the collection of their garbage container.

ROCKY RIDGE TOWN AGREES AS FOLLOWS:

1. Rocky Ridge Town agrees Contractor will have the exclusive franchise rights to collect residential garbage in the town for the term of this agreement. Rocky Ridge Town agrees to pay Contractor for the above-described services the fee of \$_____ per month per residential collection customer, and the fee of \$_____ per additional container per residential customer. ?
2. Rocky Ridge Town agrees to pay the contractor by the 15th of each month, for prior month service.
3. If garbage is not in an automated container, Contractor will not be obligated to pick up such garbage. Rocky Ridge Town has in place an ordinance for rules and regulation with respect to the collection of garbage, which will include the provision that no garbage will be collected that is not in an automated container.
4. Contractor will be responsible for repair or replacement of any container where the Contractor's negligence causes the damage.
5. Rocky Ridge Town will designate one person to be the contact person with the Contractor with respect to the performance of this contract. The initial contact person will be _____.
6. Contractor will furnish automated containers to all new residents and will replace containers that are owned by residents that become damaged or unusable. Contractor will maintain ownership of all containers.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. This Agreement will have an initial term of two years beginning _____ and terminating _____.

If either party desires at the end of term to terminate or renegotiate the terms of this Agreement, they will within 90 days of the termination date, give written and personal notice at a scheduled council meeting of their desire to terminate or renegotiate terms, otherwise the agreement will continue under the same terms renewable and resigned every two years during the council session.

2. This agreement covers only residential collection of garbage. The Contractor may deal with businesses, commercial, industrial and institutional establishments, and all sums collected by Contractor from such establishments will belong to the Contractor as its compensation. Rocky Ridge Town, however, does not by this agreement purport to grant to the Contractor the exclusive right to collect and dispose of such business, commercial, industrial, and institutional garbage, the same being a matter of negotiation and individual agreement with said establishment. In the even the Contractor will handle such customers. It will be required to obtain a Rocky Ridge Town Business License. -
3. In the event Rocky Ridge Town will have any complaints with the service of the Contractor or with its facilities or operations or in the event of any legitimate complaint form a resident against the Contractor relating to services, Rocky Ridge Town will notify the Contractor in writing of any complaint and the Contractor will correct the same complaint from the resident is notice. If the Contractor believes the notice by Rocky Ridge Town or the complaint from the resident is unreasonable, Contractor will nevertheless change mode of operation to conform to Rocky Ridge Town's notice, buy may within 10 days of receipt of the notice request a hearing before the Town Council to address the issue. Both parties agree to work in good faith to attempt to resolve the complaint.
4. Any Changes in conditions approved in the Agreement must be approved by the Rocky Ridge Town Council.
5. In the event the terms of this Agreement are enforced at law or equity the party found to be at fault or in default agrees to pay reasonable attorneys' fees and cost of proceeding, and damages incurred as result of such faults or defaults.

WITNESS the hands of the parties the date first written,

Rocky Ridge Town

By: _____

Attest: _____

Jay Mecham Country Garbage LLC

By: _____

ITS: _____



Bethany Sturgeon <clerk@rockyridgetown.com>

Skid Steer and Surplus Disposition

5 messages

Todd Godfrey <tjgodfrey@hgblaw.net>

Mon, Nov 1, 2021 at 3:13 PM

To: "clerk@rockyridgetown.com" <clerk@rockyridgetown.com>

Bethany;

Thanks for your note. How much is the equipment worth, roughly? And does the Town have an ordinance that governs the disposition of property?



**HAYES
GODFREY
BELL**
LAWYERS

Todd J. Godfrey

Hayes Godfrey Bell, P.C.

2118 East 3900 South, Suite 300

Salt Lake City, Utah 84124

Telephone: (801) 272-8998

Facsimile: (801) 272-1551

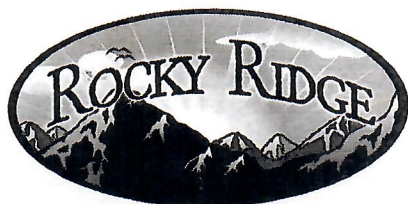
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Bethany Sturgeon <clerk@rockyridgetown.com>
To: Todd Godfrey <tjgodfrey@hgblaw.net>

Mon, Nov 1, 2021 at 3:37 PM

The equipment could probably be sold for approximately at least \$6,000. We were going to advertise it as a closed bid.
I cannot find any policy for disposition of property.

Bethany Sturgeon
Town Clerk
280 North Larkridge Drive
Rocky Ridge, UT 84645
(435) 623-1249



[Quoted text hidden]

Bethany Sturgeon <clerk@rockyridgetown.com>
To: Todd Godfrey <tjgodfrey@hgblaw.net>

Wed, Nov 3, 2021 at 12:56 PM

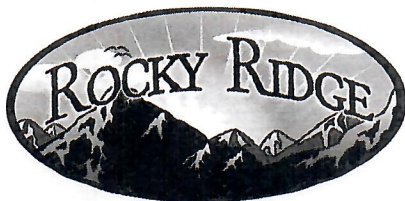
Good morning Todd,

My town council is pushing me to find out about this information. As I said, I could not find a policy or ordinance regarding disposition of property. The last piece of equipment we had was given as surplus as it cost much more to repair than to buy a new one.

Could you possibly answer by email or call me at your earliest convenience? My cell number is 435-660-6059

Thank you!

Bethany Sturgeon
Town Clerk
280 North Larkridge Drive
Rocky Ridge, UT 84645
(435) 623-1249



[Quoted text hidden]

Todd Godfrey <tjgodfrey@hgblaw.net>
To: Bethany Sturgeon <clerk@rockyridgetown.com>

Wed, Nov 3, 2021 at 3:18 PM

Hi Bethany.

Without a defined process in your ordinances, the Town needs to act in a way that produces the best return for the public. I recommend you use either a prior noticed sealed bid process or a public auction for the item. The sealed bid process seems to work the best for most entities. You would publish a notice in a few public places and on the Town's website indicating you were accepting sealed bids for the equipment and that bids need to be sent in by a certain date. Some Towns will specify a minimum bid in the notice. You may publish and post the notice in places where you think it is likely to be seen. Then when the bids are in, you open and award to the high bidder. If you have some on your council that are interested in buying the equipment, you should exclude them from any part in determining the process to use. If they intend to bid, you need to make sure the process is truly open and fair and that they weren't advantaged in some way in the process you choose.

Let me know if you have other questions.

Thanks,

Todd

[Quoted text hidden]

Bethany Sturgeon <clerk@rockyridgetown.com>
To: Todd Godfrey <tjgodfrey@hgblaw.net>

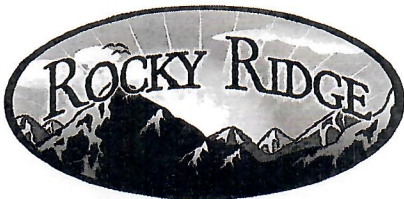
Wed, Nov 3, 2021 at 9:27 PM

Todd,

We truly appreciate your advice and the time you spend serving on the Trust's legal team.

Thank you so much!

Bethany Sturgeon
Town Clerk
280 North Larkridge Drive
Rocky Ridge, UT 84645
(435) 623-1249



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**ROCKY RIDGE TOWN
RESOLUTION 2021-09**

A RESOLUTION AMENDING WATER RATE FEES FOR THE MOBILE HOMES AND A FINE SCHEDULE.

WHEREAS, Rocky Ridge Town has enacted various ordinances and fee resolutions setting certain fees for the Mobile Homes; and

WHEREAS, the Town Council desires to provide an updated schedule of all Mobile Home fees; and

WHEREAS, the purpose of the Resolution is to amend Mobile Home water fees on the schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF ROCKY RIDGE TOWN, UTAH, as follows:

**Section 1
Adoption**

Pursuant to the provisions of Section 10-3-717 of the Utah Code, as amended, the Town hereby adopts the schedule of fees for certain municipal services provided by the Town as set forth under Exhibit "A" which is attached hereto and by this reference made part of this Resolution.

Section 2
Update/Adjustment of Fees

1. Any subsequent fee resolutions for any or all of the fees contained within this fee schedule shall have the effect of amending the fee schedule accordingly.
2. Any amendment that is needed for those fees shall be accomplished only by amending or repealing this Resolution and adoption of a new fee resolution.

Section 3
Severability

If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such as invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

All Resolutions or policies in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 23RD DAY OF NOVEMBER, 2021.


Ron Allred, Mayor

	Aye	Nay	Absent	Abstain
Mayor Ronald Allred	<u> </u>	<u> </u>	<u> X </u>	<u> </u>
Shannon Allred	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Lucy Gold	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Forrest Lewis	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Dallin Mangels	<u> X </u>	<u> </u>	<u> </u>	<u> </u>


Marilyn Bronson
Deputy Clerk of Rocky Ridge Town



Mobile Home Existing Rate Structure 2021

Total Gallons	5,000	7,500	13,750	32,500	41,750	51,750	61,750	71,750	81,750	91,750
Base Rate	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00
Tier 2	per 1,000 \$ 0.75	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88
Tier 3	per 1,000 \$ 1.25	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81
Tier 4	per 1,000 \$ 2.00	18,750 \$ 37.50	18,750 \$ 37.50	18,750 \$ 37.50	18,750 \$ 37.50	18,750 \$ 37.50	18,750 \$ 37.50	18,750 \$ 37.50	18,750 \$ 37.50	18,750 \$ 37.50
Tier 5	per 1,000 \$ 3.00			9,250 \$ 27.75	19,250 \$ 57.75	29,250 \$ 87.75	39,250 \$ 117.75	49,250 \$ 147.75	59,250 \$ 177.75	

Total Bill	\$ 40.00	\$ 41.88	\$ 49.69	\$ 87.19	\$ 114.94	\$ 144.94	\$ 174.94	\$ 204.94	\$ 234.94	\$ 264.94
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Proposed New Rate Structure 2021

Total Gallons	5,000	7,500	13,750	28,000	34,250	40,000	50,000	60,000	70,000	80,000
Base Rate	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00
Tier 2	per 1,000 \$ 0.75	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88
Tier 3	per 1,000 \$ 1.25	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81
Tier 4	per 1,000 \$ 2.50	14,250 \$ 35.63	14,250 \$ 35.63	14,250 \$ 35.63	14,250 \$ 35.63	14,250 \$ 35.63	14,250 \$ 35.63	14,250 \$ 35.63	14,250 \$ 35.63	14,250 \$ 35.63
Tier 5	per 1,000 \$ 4.00	6,250 \$ 25.00	6,250 \$ 25.00	6,250 \$ 25.00	6,250 \$ 25.00	6,250 \$ 25.00	6,250 \$ 25.00	6,250 \$ 25.00	6,250 \$ 25.00	6,250 \$ 25.00
Tier 6	per 1,000 \$ 7.00			5,750 \$ 40.25	15,750 \$ 110.25	25,750 \$ 180.25	35,750 \$ 250.25	45,750 \$ 320.25		

Total Bill	\$ 40.00	\$ 41.88	\$ 49.69	\$ 85.31	\$ 110.31	\$ 150.56	\$ 220.56	\$ 290.56	\$ 360.56	\$ 430.56
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Proposed New Rate Structure 2021 Direct Comparison To Old Rate Structure

Total Gallons	5,000	7,500	13,750	32,500	41,500	51,750	61,750	71,750	81,750	91,750
Base Rate	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00	5,000 \$ 40.00
Tier 2	per 1,000 \$ 0.75	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88	2,500 \$ 1.88
Tier 3	per 1,000 \$ 1.25	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81	6,250 \$ 7.81
Tier 4	per 1,000 \$ 2.50	14,250 \$ 35.63	14,250 \$ 35.63	14,250 \$ 35.63	14,250 \$ 35.63	14,250 \$ 35.63	14,250 \$ 35.63	14,250 \$ 35.63	14,250 \$ 35.63	14,250 \$ 35.63
Tier 5	per 1,000 \$ 4.00	6,250 \$ 25.00	6,250 \$ 25.00	6,250 \$ 25.00	6,250 \$ 25.00	6,250 \$ 25.00	6,250 \$ 25.00	6,250 \$ 25.00	6,250 \$ 25.00	6,250 \$ 25.00
Tier 6	per 1,000 \$ 7.00			7,250 \$ 50.75	17,500 \$ 122.50	27,500 \$ 192.50	37,500 \$ 262.50	47,500 \$ 332.50	57,500 \$ 402.50	

Total Bill	\$ 40.00	\$ 41.88	\$ 49.69	\$ 103.31	\$ 161.06	\$ 232.81	\$ 302.81	\$ 372.81	\$ 442.81	\$ 512.81
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Cost Increases	\$ -	\$ -	\$ -	\$ 16.13	\$ 46.13	\$ 87.88	\$ 127.88	\$ 167.88	\$ 207.88	\$ 247.88
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