



ROY CITY

Roy City Council Agenda
May 3, 2016 – 6:00p.m.
Roy City Council Chambers
5051 South 1900 West

Moment of Silence and Pledge of Allegiance: Councilmember Dandoy

1. Approval of April 19, 2016, City Council Minutes
2. **6:00 p.m. Public Hearing** to Consider Selling a Parcel of Undeveloped Real Property of Approximately .13 Acres / 5,663 Square Feet Located at Approximately 1750 Riverdale Road
3. Consideration of Resolution No. 16-15 Approving a Real Estate Purchase Contract for the Sale of Undeveloped Real Property Located at Approximately 1750 Riverdale Road
4. **6:00 p.m. Public Hearing** to discuss the Halvern Subdivision Project that was Applied for in the CDBG Small Cities Program for the Program Year 2016
5. Award of Employee of the Month for March 2016
6. Presentation by Boys and Girls Club Board
7. Presentation of Fiscal Year 2017 Preliminary Budget
8. City Managers Report
9. Public Comments
10. Mayor and Council Report
11. Adjourn

Redevelopment Agency Agenda

1. Approval of June 2, 2015 Redevelopment Agency Minutes
2. Presentation of Fiscal Year 2017 Preliminary Redevelopment Agency Budget

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 29th day of April 2016. A copy was also provided to the Standard Examiner and posted on the Roy City Website on the 29th day of April, 2016.

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 APRIL 19, 2016, ROY CITY COUNCIL MEETING

1. Approval of April 5, 2016, minutes
2. Consideration of approval to convert a portion of a static billboard to a digital billboard located at approximately 5990 South 1900 West
3. Consideration of Resolution No. 16-17 approving an interlocal agreement between Weber County and Roy City for Recreation, Arts, Museum and Parks ("RAMP") funding for North Park reconstruction
4. Consideration of Resolution No. 16-18 approving an interlocal agreement between Weber County and Roy City for Recreation, Arts, Museums and Parks ("RAMP") funding for a farmer's market
5. Consideration of a request for preliminary subdivision approval for Premier Funeral Holdings for a commercial subdivision located at 5355 South 1950 West
6. Discussion regarding Arts Council members
7. Discussion regarding new Roy City logo and light pole banners
8. City Manager's Report
9. Public comments
10. Mayor and Council reports
11. Adjourn

Minutes of the Roy City Council Meeting held April 19, 2016, 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
Councilwoman Marge Becraft
Councilman Bob Dandoy
Councilman Brad Hilton
Councilman Dave Tafoya
Councilwoman Karlene Yeoman

City Manager Andy Blackburn
Secretary Michelle Drago

Also present were: Amy Mortenson, City Recorder; Mark Hansen, IT; Steve Parkinson, City Planner; Travis Flint, Parks and Recreation Director; Carl Merino, Police Chief; Connie Williamson; Kadee Williamson; Jake Hudson; Samantha Tilton; Codie Fast; Kendra Nielson; Marcey Woods; Maddi Mitchell; Lauren Sumner; Kaitlin Meline; Sue Matsuo; Tyrell Denny; and Greg Sagen.

Moment of Silence: Councilwoman Becraft

Pledge of Allegiance: Councilwoman Becraft

1. APPROVAL OF APRIL 5, 2016, MINUTES

Councilman Tafoya moved to approve the minutes of April 5, 2016, as written. Councilwoman Yeoman seconded the motion. Council members Becraft, Dandoy, Hilton, Tafoya, and Yeoman voted “aye.” The motion carried.

2. CONSIDERATION OF APPROVAL TO CONVERT A PORTION OF A STATIC BILLBOARD TO A DIGITAL BILLBOARD LOCATED AT APPROXIMATELY 5990 SOUTH 1900 WEST

Steve Parkinson stated that the owner of an existing static billboard located at 5990 South 1900 West had entered into an agreement with the City to convert it to digital. The agreement stipulated that the City Council approve the conversion.

Councilman Tafoya asked if the agreement would allow the City to advertise on the digital billboard. Mr. Parkinson said it did. The agreement outlined dates the City place advertisements.

Councilman Tafoya asked about the length of the agreement. Andy Blackburn said it was for ten years.

Councilman Hilton moved to approve the conversion of a billboard located at 5990 South 1900 West from static to digital subject to the conditions of the agreement. Councilwoman Becraft seconded the motion. Council members Becraft, Dandoy, Hilton, Tafoya, and Yeoman voted “aye.” The motion carried. (Copy filed for record).

3. CONSIDERATION OF RESOLUTION NO. 16-17 APPROVING AN INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND ROY CITY FOR RECREATION, ARTS, MUSEUM AND PARKS (“RAMP”) FUNDING FOR NORTH PARK RECONSTRUCTION

Travis Flint, Parks and Recreation Director, stated that the City had applied for and received a Weber County “RAMPS” (Recreation, Arts, Museum, and Parks) Grant for ball park lights and amenities for George Wahlen North Park. Resolution No. 16-17 would approve the interlocal agreement with Weber County and allow Roy City to receive the \$150,000 grant.

Councilman Tafoya asked if the grant would cover the full cost of the amenities. Mr. Flint said it was about \$30,000 short of the full cost. However, the City planned to include the amenities in the park. So, the grant was a \$150,000 savings to the City.

Councilwoman Becraft asked in the City could meet the completion date. Mr. Flint said it could. If the City ran into problems, it could file an extension request with Weber County. He planned to meet the completion date.

Councilman Tafoya moved to approve Resolution No. 16-17 approving an interlocal cooperation agreement for “RAMP” (Recreation, Arts, Museum, and Parks) funding between Weber County and Roy City for North Park reconstruction. Councilman Hilton seconded the motion. A roll call vote was taken: Council members Dandoy, Yeoman, Hilton, Tafoya, and Becraft voted “aye.” The motion carried. (Copy filed for record).

4. CONSIDERATION OF RESOLUTION NO. 16-18 APPROVING AN INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND ROY CITY FOR RECREATION, ARTS, MUSEUMS AND PARKS (“RAMP”) FUNDING FOR A FARMER’S MARKET

Travis Flint stated that the City applied for and received a \$6,000 grant for a farmer’s market, which would help local businesses, farmers, and members of the community. The City was partnering with Dan Musgrave from Ogden City and planned to hold markets every Saturday beginning August 13th through November 24th. The grant would be used to pay for advertising. Resolution No. 16-18 would approve the interlocal agreement with Weber County and allow the City to receive the grant money.

Andy Blackburn said Mr. Musgrave felt the market would only last through the end of September, which was when Ogden usually ended their market. Ogden City did not want to use their park for farmers' markets any longer so vendors that usually used Ogden's park would come to Roy. Dan Musgrave was not an Ogden City employee, but he had helped them set up the farmers' market.

Councilman Tafoya stated that Dan Musgrave used to run Ogden City's farmer's market. Ogden City chose to use a different vendor. Roy City's market would give Dan and his vendors somewhere else to go.

Councilman Dandoy asked about the proposed budget of \$19,000. Mr. Flint stated that he did not write the grant and was not familiar with its details. The City planned to hold a farmers' market with the \$6,000 it was receiving. The proposed budget was for a 'souped up' market. Roy City wanted to keep the cost of the market down as it had not budgeted or earmarked funds to cover it.

Andy Blackburn said the farmers' market would not have too much expense. The City would have to pay someone to oversee the market every Saturday at a cost of \$12 per hour. It could advertise the farmer's market through the digital billboard and the City's newsletter. This year's market would be experimental. If it was successful, funds for the market could be included in the FY2018 budget.

Councilman Dandoy felt farmer's markets were very popular. He felt Roy's market would be successful. He just wanted to make sure the City was prepared to carry the full cost in the coming year.

Travis Flint stated that if the market was successful, the City Council would have to decide if it wanted to include it in the FY2018 budget. He felt the market would benefit farmers and small businesses in the community. The market would be held at North Park at the same time as Little League Football so it would have built-in exposure. He was excited about the opportunity.

Councilman Dandoy asked if Parks and Recreation would oversee the market. Mr. Flint said the market would be a team effort with administration, but his department would be the point people.

Mayor Cragun felt the farmer's market would draw people to Roy. The City Council had committed to increasing the exposure of Roy City to people in the area and to bringing additional assistance to the merchants in the City. He felt the farmer's market would provide the City with economical exposure.

Councilman Dandoy liked the idea. He just wanted to make sure the City was prepared to support the market financially.

Mr. Flint said the City might apply for another RAMP grant if the market was successful.

Councilman Tafoya stated that the ultimate test would be how many people the market could attract. It would be difficult to compete with Ogden City. Roy City needed to draw a different crowd, such as Davis County residents.

Councilwoman Yeoman moved to approve Resolution No. 16-18 approving an interlocal cooperation agreement for “RAMP” funding between Weber County and Roy City for a farmer’s market. Councilman Dandoy seconded the motion. A roll call vote was taken: Council members Becraft, Hilton, Tafoya, Yeoman, and Dandoy voted “aye.” The motion carried. (Copy filed for record).

5. CONSIDERATION OF A REQUEST FOR PRELIMINARY SUBDIVISION APPROVAL FOR PREMIER FUNERAL HOLDINGS FOR A COMMERCIAL SUBDIVISION LOCATED AT 5355 SOUTH 1950 WEST

Steve Parkinson stated that the City had received a request for preliminary approval of a commercial subdivision located at 5355 South 1950 West, which was across the street from the CVS Pharmacy. There was an existing building on the site that had been vacant for several years. The site actually consisted of two separate parcels. The building was located on one parcel; the parking on another. One of the site plan requirements was to combine the parcels.

Councilman Dandoy stated that the subdivision would simply combined two existing parcels. Would the actual use be considered at a later date? Mr. Parkinson said the proposed funeral home was a permitted use in the Regional Commercial Zone. If the site plan complied with the Zoning Ordinance, the Council would not consider the use at a late date.

Councilman Hilton emphasized that this would be a funeral home, not a mortuary.

Councilwoman Yeoman asked if the site had enough parking. Mr. Parkinson said there was enough parking for the proposed use. This would be a small business. Premier Funeral Holdings catered to clients who needed small funeral services. The building would only have twelve to sixteen seats. There was sufficient parking on the site for that many seats.

Councilman Dandoy asked if the City needed to notify the adjoining residents about the proposed use. Mr. Parkinson said the residents were notified about the public hearing for the preliminary subdivision.

Councilman Dandoy asked if there was any public feedback at the Planning Commission’s hearing. Mr. Parkinson said there wasn’t. The concerns he had

addressed in phone calls were about whether the business would be doing cremations. He assured residents that cremations would not take place.

Mayor Cragun said there had been concerns about whether this business would be a full mortuary. He felt Mr. Parkinson had done a good job of addressing the neighbors' concerns.

Councilman Tafoya moved to grant preliminary approval of a commercial subdivision for Premier Funeral Holdings located at 5355 South 1950 West based on the staff's finding and subject to the conditions recommended by the staff and Planning Commission. Councilman Hilton seconded the motion. Council members Becraft, Dandoy, Hilton, Tafoya, and Yeoman voted "aye." The motion carried.

6. DISCUSSION REGARDING ARTS COUNCIL MEMBERS

Councilwoman Becraft stated that the City had received membership applications for the Arts Council from:

Nina Doxey – music teacher at Roy High School
Janet Roe – senior center art teacher
Monet Yep – Weber County Library Coordinator for Outreach Programs
Jean George
Gay Hearst
Lynette Satterfield
Terry Chugg

She said all seven were great applicants and felt all should be appointed to the board. However, the bylaws limited the Arts Council to five members.

Andy Blackburn suggested that the bylaws be amended to allow an Arts Council board without a definitive number.

Mayor Cragun asked Councilwoman Becraft to continue spearheading the Arts Council and that the bylaws be amended. If any Council members were interested in serving on the Arts Council they could contact Councilwoman Becraft.

Councilwoman Yeoman stated that the Roy Days Committee had discussed utilizing the Arts Council.

7. DISCUSSION REGARDING NEW ROY CITY LOGO AND LIGHT POLE BANNERS

Councilwoman Yeoman stated that more light poles for 1900 West had been ordered. They would be installed going north. When the new lights were in, there would be a total of 77 lights. The banners for the new light poles had been ordered using the logo and

designs selected by the Council. The Beautification Committee had been working with Alphagraphics to come up with a banner for Roy Days. The Committee wasn't really happy with the Roy Days' banners printed last year; they were too busy. They also weren't really happy with what Alphagraphics had put together. They wanted something simpler that could be staggered between the banners printed last year.

Councilman Dandoy asked if the banners would comply with the City's new Sign Ordinance. Steve Parkinson said they would. The Sign Ordinance allowed community signs. The Signs would be located on City-owned light poles and in the City's right-of-way.

Councilwoman Yeoman stated that the Committee would eventually like to get banners for Christmas and other seasons.

Councilman Tafoya stated that Roy Days had a variety of activities. He suggested that banners be made to advertise the individual events. They could be staggered between the signs printed last year.

Councilman Tafoya asked why the City wasn't using the logo approved by the Council. Amy Mortenson said the Council selected a logo, but it never authorized the staff to use it.

The City Council directed the City staff to begin using the new logo.

8. CITY MANAGER'S REPORT

Andy Blackburn, City Manager, reported that:

- The administration had tried several different routes to resolve the ownership issue with the State for the City sign in front of Harmon's. Chris Peterson, from UDOT, suggested that the City obtain a permit to use the property. Mr. Blackburn felt that was a workable solution. He planned to meet with Chris Peterson and the City Engineer on Thursday. Councilwoman Becraft wanted to attend. Mr. Blackburn said he would let her know the time of the meeting. Councilman Tafoya asked about the sign's design. Mr. Blackburn said City would be able to apply a fascia to the cement wall that was already there.
- There would be a ribbon cutting ceremony for the Busy Bees Playhouse on Wednesday, April 20th, at 2:30 p.m. They Mayor and Council members were invited. The Busy Bees Playhouse was located behind the Heritage Park Care Center.
- Weber School District had approved a payment of approximately \$90,000 to Roy City for their portion of the roundabout. The City would have to pay Weber School District \$100 to \$200 for a small portion of their property used in the roundabout.

- Mayor Cragun had received a letter from Weber County informing the City that in a year they would be moving their Justice Court from Roy City.

9. PUBLIC COMMENTS

There were none.

10. MAYOR AND COUNCIL REPORTS

Mayor Cragun stated that he had driven through the City and spoken with citizens and merchants. He asked for feedback regarding the City's beautification efforts. The consensus was positive. Citizens were pleased with the direction the City was heading. He appreciated the efforts of the Council and staff.

Councilman Tafoya stated that the North Davis Sewer District would be in Roy beginning June 1st to reline some older pipes. He would let Andy Blackburn know where they would be working. North Davis Sewer District would be holding an open house on Friday, June 17th from 10:00 a.m. to 2:00 p.m. The Council members were invited to attend along with the public.

Councilman Hilton stated that a citizen had called him regarding a culvert box in some new curb and gutter. Every time it rained, his yard flooded. He asked that the box be scoped. Councilman Hilton contacted Public Works because the City Manager was out of town. Public Works responded and scoped the box. It dead ended a few inches in. Ross Oliver cut the road and tied the box into the drain. Councilman Hilton asked that the City administration pass his gratitude on to Ross.

Councilman Hilton stated that he had been approached by the Boys and Girls Club about utilizing the Recreation Complex for about nine weeks in the summer just for swimming. They could only pay about \$1 per person. Travis Flint did not feel there would be a problem if the Boys and Girls Club came during open swim time. Mayor Cragun said the Boys and Girls Club did a lot of good in the community. They had asked that Brad Hilton be appointed to the Board as a City representative. He felt the more youth that were involved in wholesome activities the less the City's law enforcement would have to deal with them. Councilman Dandoy stated that the pool would be open any way. There would not be an additional expense to the City. Travis Flint did not anticipate the Boys and Girls Club would cost the City a penny more. Councilman Dandoy agreed the use of the Recreation Complex by the Boys and Girls Club was a good investment in the City's youth. Mayor Cragun said the City needed to let the Boys and Girls Club know that if the City ran into funding issues, the City would have to seek compensation. Councilman Tafoya pointed out that the City already provided a lot of the support to the Boys and Girls Club by paying for their power bill.

11.ADJOURN

Councilwoman Becraft moved to adjourn at 6:50 p.m. Councilman Dandoy seconded the motion. Council members Becraft, Dandoy, Hilton, Tafoya, and Yeoman voted “aye”.

Attest:

Willard Cragun
Mayor

Amy Mortenson
Recorder

REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 11th day of December, 2015 ("Offer Reference Date") Long Song Lee ("Buyer") offers to purchase from Roy City Corporation ("Seller") the Property described below and delivers to the Buyer's Brokerage with this offer, or agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$1,000 in the form of Check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage U.S. Title Insurance Company Phone: 801-621-7131

Received by: _____ on _____
(Signature above acknowledges receipt of Earnest Money) (Date)

OTHER PROVISIONS

1. PROPERTY: See Attached Legal Description from Landmark Surveying Inc

also described as: 7,075.5 square foot Tract of land plus 1,499 square foot within a deed overlap owned by Roy City Corp

City of Roy, County of Weber State of Utah, Zip 84067 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items. (specify) None

1.2 Excluded Items. (specify) None

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: None

2. PURCHASE PRICE. The Purchase Price for the Property is \$63,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$1,000 (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.

\$0 (b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

\$0 (c) Seller Financing. (see attached Seller Financing Addendum)

\$62,000 (d) Balance of Purchase Price in Cash at Settlement

\$63,000 PURCHASE PRICE. Total of lines (a) through (d)

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing

instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain)

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain)

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; ___ Hours after Closing; ___ Calendar Days after Closing; Other (explain)

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent none, represents Seller both Buyer and Seller as a Limited Agent;

Seller's Brokerage none, represents Seller both Buyer and Seller as a Limited Agent;

Buyer's Agent Curt Landes, represents Buyer both Buyer and Seller as a Limited Agent;

Buyer's Brokerage Curt Landes Real Estate, PC, represents Buyer both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

Buyer's Initials CL Date 12/11/2015 Seller's Initials _____ Date _____

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) Title Insurance Policy and closing will be through U.S. Title Company of Ogden (801-621-7131) Michelle Stone

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if

applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$_____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. ____ Seller Financing Addendum Other (specify) Exhibit A , Legal description by Landmark surveying Inc

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: SHALL MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who

helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. **CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline December 29, 2015 (Date)
- (b) Due Diligence Deadline January 11, 2016 (Date)
- (c) Financing & Appraisal Deadline _____ (Date)
- (d) Settlement Deadline January 18, 2016 (Date)

25. **OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5 : 00 [] AM [X] PM Mountain Time on December 23, 2015 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

[Signature] 12/11/2015
 (Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

Long Song Lee
 (Buyer's Names) (PLEASE PRINT) _____ (Notice Address) _____ (Zip Code) _____ (Phone)

 (Buyer's Names) (PLEASE PRINT) _____ (Notice Address) _____ (Zip Code) _____ (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
- COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
- REJECTION:** Seller rejects the foregoing offer.

 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

Roy City Corporation
 (Seller's Names) (PLEASE PRINT) 5051 South 1900 West Roy, Utah 84067
 (Notice Address) (Zip Code) _____ (Phone)

 (Seller's Names) (PLEASE PRINT) _____ (Notice Address) _____ (Zip Code) _____ (Phone)

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Buyer's Initials LS Date 12/11/2015 Seller's Initials _____ Date _____

EXHIBIT A

A tract of land being part of a parcel deeded by Warranty Deed Entry No. 1989068 on Nov. 5, 2003 (said parcel identified in said Warranty Deed as Parcel 1) and being located in the Southwest Quarter of the Northwest Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Weber County, Utah, said tract having a basis of bearing of North 00°33'20" East between the monumented position of the West Quarter corner (said corner having Weber County NAD27 State Plane Coordinates of record X=1855387.97 Y=304888.46) and the monumented position of the Northwest corner (said corner having Weber County NAD27 State Plane Coordinates of record X=1855413.58 Y=307528.92) of said Section 13 more particularly described as follows;

BEGINNING at a point located 870.72 feet South 89°53'55" East along the quarter section line, and 134.12 feet North, and 73.05 feet South 52°28'58" West, said point being the most southerly corner of a dedication plat recorded in Plat book 66 page 78 of the Weber County plat records titled "1750 West Roadway Dedication", FROM said monumented location of the West Quarter corner of said Section 13;

RUNNING thence the following two (2) courses along the west boundary of said 1750 West Roadway Dedication;

- 1) along a non-tangent curve 20.17 feet to the Left, having a radius of 23.00 feet and a Chord Bearing and Distance of North 04°49'17" West 19.53 feet to the point of a reverse curve;
- 2) Thence along said reverse curve 86.81 feet to the Right, having a radius of 207.00 feet and a Chord Bearing and Distance of North 17°56'25" West 86.17 feet, said point being on the south boundary of the same property deeded by Warranty Deed recorded Entry No. 1845555 Book 2229 page 2320 on May 3, 2002;

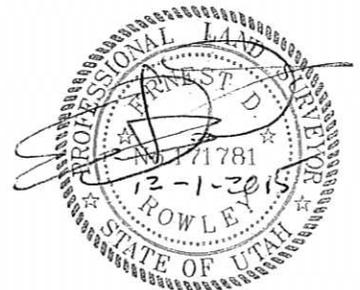
Thence South 70°00'00" West 53.53 feet;

Thence South 145.67 feet, more or less, to the northwesterly right-of-way line of State Route 26 (U.S. Highway 91 & Riverdale Road) as described by temporary easements recorded Entry No. 2661356 & Entry No. 2663460 each describing the right-of-way line as part of Project Number S-0026(22)0 "SR-26; 1900 West to I-84", Sheet No. 4S RW-06 & Sheet No. RW-07;

Thence North 52°30'22" East 96.76 feet along said right-of-way line to the point of intersection with the extension of said curve having a 23.00 foot radius first described above;

Thence along said non-tangent curve 4.03 feet to the Left, having a radius of 23.00 feet and a Chord Bearing and Distance of North 25°19'28" East 4.02 feet to the point of beginning.

Containing 8,574.5 square feet, more or less, in total, with 1,499 square feet within a deed overlap, leaving 7,075.5 square feet net.



A handwritten signature in blue ink, appearing to be "LTC".

12/1/2015

Resolution No. 16-15

**A Resolution of the Roy City Council
Approving a Real Estate Purchase Contract for the Sale of Undeveloped Real Property
Located at Approximately 1750 Riverdale Road**

Whereas, an offer has been made for the purchase of parcel of Roy City real property located at approximately 1750 Riverdale Road and more particularly described in the exhibit attached hereto; and

Whereas, a Real Estate Purchase Contract has been submitted to Roy City for the purchase of the property; and

Whereas, the Real Estate Purchase Contract sets forth the respective rights and responsibilities of the parties regarding sale; and

Whereas, Roy City has had an appraisal for the purchase of the property to determine the property's value; and

Whereas, Roy City has determined that the consideration for the sale of the property is adequate and is based on the highest and best economic return for Roy City; and

Whereas, the Roy City Council desires to accept the terms of the Real Estate Purchase Contract to sell the vacant land; and

Whereas, legal notice and the opportunity for public comment has been provided in accordance with the law.

Now, therefore, be it resolved by the Roy City Council that the consideration for the purchase of the property is adequate and is based on the highest and best economic return for the city and the Mayor is authorized to execute the Real Estate Purchase Contract for the sale of undeveloped real property located at approximately 1750 Riverdale Road.

Passed this 3rd day of May, 2016.

Willard Cragun
Mayor

Attest:

Amy Mortenson
City Recorder

Voting:

	Aye	Nay	Absent	Excused
Councilmember Marge Becraft	_____	_____	_____	_____
Councilmember Robert Dandoy	_____	_____	_____	_____
Councilmember Brad Hilton	_____	_____	_____	_____
Councilmember Dave Tafoya	_____	_____	_____	_____
Councilmember Karlene Yeoman	_____	_____	_____	_____

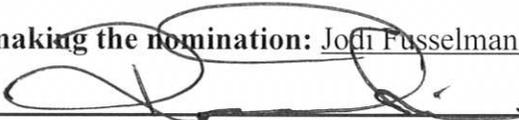
NOMINATION FOR EMPLOYEE OF THE MONTH

Name of person/s being nominated: Colby Brown and Brock DuRain

Nominated for what month: Any

What did he/she do to earn this recognition: Denise Fife retired on January 15, 2016, this
left only myself to run the office for the following couple of months. With multiple calls,
deliveries, and, the daily office duties of two positions, things could get a little hectic. Brock and
Colby would step in and help by answering phones, covering the office while I went to lunch,
and while I was getting the mail at the city building etc. They went way above and beyond their
assigned duties without any complaint. They answered phone calls, greeted citizens, and
question with composure and professionalism. I just want them to know how much it was
appreciated.

Where did this occurrence take place: Department of Public Works

Name of person(s) making the nomination: Jodi Fusselman, Public Works Administrative
Assistant and 

Today's date: April 12, 2016

MINUTES OF THE JUNE 2, 2015, REDEVELOPMENT AGENCY MEETING

1. Motion to Convene
2. Approval of the May 5, 2015, minutes
3. Public hearing on the proposed Fiscal Year 2016 RDA Budget
4. Consideration of Resolution No. RDA 15-1 adopting the Fiscal Year 2016 Redevelopment Agency Budget
5. Consideration of an agreement between the Redevelopment Agency of Roy City and Braker Construction for the 4000 South Roundabout Project
6. Adjourn

Minutes of the Roy City Redevelopment Agency Meeting held June 2, 2015, at 6:46 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:

Acting Chairman Dave Tafoya
Board Member Marge Becraft
Board Member John Cordova
Board Member Brad Hilton

City Manager Andy Blackburn

Excused: Chairman Willard Cragun and Board Member Karlene Yeoman

Also present were: Ross Oliver, Public Works Director; Cathy Spencer, Management Services Director; Amy Mortenson, City Recorder; Carl Merino, Police Chief; Jason Poulsen, Fire Chief; Steve Parkinson, Planner; Travis Flint, Parks & Recreation Director; Rachel Trotter; Benjamin Pearson; Jessica Pearson; Curtis Mortenson; Masyn Nay; Torres Brand; Connie Brand; Brian Fowers; Brooke Stewart; Ron Nichols; Jim Smith; Michael Buckley; Ken Johnson; D.L. Thurman; Michelle Drago; and Boy Scout Troop 21.

1. MOTION TO CONVENE

Board Member Cordova moved to convene a Redevelopment Agency Meeting at 6:46 p.m. Board Member Becraft seconded the motion. Board Members Becraft, Cordova, Hilton, and Tafoya voted “aye.” The motion carried.

2. APPROVAL OF MAY 5, 2015, MINUTES

Board Member Yeoman moved to approve the minutes of May 5, 2015, as written. Board Member Becraft seconded the motion. Board Members Becraft, Cordova, Hilton, and Tafoya voted “aye.” The motion carried

3. PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2016 RDA BUDGET

Board Member Hilton moved to open the public hearing at 6:47 p.m. Board Member Becraft seconded the motion. Board Members Becraft, Cordova, Hilton, and Tafoya voted “aye.” The motion carried.

Cathy Spencer, Management Services Director, stated the total amount of tax revenue available for FY 2016 was \$302,000. The RDA was no longer receiving tax increment for Area No. 4 – 1900 West. The budget for Area No. 4 was strictly defined. The RDA would continue to follow it. There were funds available for capital projects in the other areas. The total RDA Budget amounted to \$2,412,646.

Acting Chairman Tafoya opened the floor for public comments. There were none.

Board Member Becraft moved to close the public hearing at 6:48 p.m. Board Member Hilton seconded the motion. Board Member Becraft, Cordova, Hilton, and Tafoya voted “aye.” The motion carried.

Board Member Hilton moved to approve Resolution No. RDA 15-1 adopting the Fiscal Year 2016 Redevelopment Agency Budget. Board Member Cordova seconded the motion. A roll call vote was taken: Board Members Becraft, Cordova, Tafoya, and Hilton voted “aye.” The motion carried. (Copy filed for record).

4. CONSIDERATION OF AN AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF ROY CITY AND BRAKER CONSTRUCTION FOR THE 4000 SOUTH ROUNDABOUT PROJECT

Ross Oliver, Public Works Director, stated that bids for the 4000 South Roundabout Project were opened on May 13th. Five contractors submitted bids ranging from \$315,659 to \$495,294. The engineer’s estimate was \$325,000. The staff recommended that the RDA award the contract to Braker Construction LLC for \$315,659.

Board Member Becraft asked if the roundabout would be finished before school started. Chris Drake, City Attorney, stated that the contractor would have 60 days to complete the project. School would start on August 25th.

Board Member Cordova asked if the roundabout would include for crossing for school children. Mr. Oliver said it would.

Board Member Cordova moved to approve an agreement between the Redevelopment Agency of Roy and Braker Construction for the 4000 South Roundabout in the amount of \$315,659 and to authorize the Chairman to sign the agreement and Notice of Award. Board Member Hilton seconded the motion. A roll call vote was taken: Board Members Hilton, Cordova, Becraft, and Tafoya voted “aye.” The motion carried. (Copy filed for record).

5. ADJOURN

Board Member Becraft moved to adjourn at 6:51 p.m. Board Member Hilton seconded the motion. Board Members Becraft, Cordova, Hilton, and Tafoya voted “aye.” The motion carried.

Attest:

Dave Tafoya
Acting Chairman

Michelle Drago, Secretary

dc:rjun215