

ROY CITY

Roy City Council Agenda
September 1, 2015 – 6:00p.m.
Roy City Council Chambers
5051 South 1900 West

Moment of Silence and Pledge of Allegiance: Councilmember Hilton

1. Approval of August 18, 2015 City Council Minutes
2. Award of Employees of the Month for June 2015
3. Town Hall Meeting Discussion
4. Consideration of Resolution No. 15-13, approving an Agreement between Roy City and Ormond Construction Inc., for the George Wahlen North Park Demolition Project.
5. City Managers Report
6. Public Comments
7. Mayor and Council Report
8. Adjourn

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

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in a public place within the Roy City limits on this 28th day of August, 2015. A copy was also provided to the Standard Examiner and posted on the Roy City Website on the 28th day of August, 2015.

AMY MORTENSON,
ROY CITY RECORDER

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

MINUTES OF THE AUGUST 18, 2015, ROY CITY COUNCIL MEETING

1. Approval of August 4, 2015, minutes
2. Consideration of Resolution No. 15-12 approving an agreement between Roy City Corporation and Reagan Outdoor Advertising, Inc.
3. Consideration of Ordinance No. 15-4 amending Roy City Code Section 6-2-1 Nuisance Declared; Abatement by Impoundment
4. Consideration of Ordinance No. 15-2 amending the General Plan (Future Land Use Map) from Low Density Single-Family to Very High Density Multi-Family for property located at 2748 West 5600 South
5. Consideration of Ordinance No. 15-3 amending the Zoning Map from RE-20 (Residential Estates) to R-3 (Multi-Family Residential) and RIO (Residential Infill Overlay) for property located at 2748 West 5600 South
6. Consideration of a request for preliminary subdivision approval for Trailside Crossing Subdivision, a two (2) lot single-family residential subdivision
7. Consideration of a request for preliminary subdivision approval for Jeffs Subdivision, a two (2) lot single-family residential subdivision
8. Consideration of a request for preliminary subdivision approval for T&D Nelson Subdivision, a five (5) lot single-family residential subdivision
9. City Manager's report
10. Public comments
11. Mayor and Council reports
12. Adjourn

Minutes of the Roy City Council Meeting held August 18, 2015, at 6:00 p.m. in the City Council Room of the Roy City Municipal Building.

The meeting was a regularly scheduled meeting designated by resolution. Notice of the meeting was provided to the *Standard Examiner* at least 24 hours in advance. A copy of the agenda was posted.

The following members were in attendance:

Mayor Willard Cragun	City Manager Andy Blackburn
Councilwoman Marge Becraft	City Attorney Clint Drake
Councilman John Cordova	Secretary Michelle Drago
Councilman Brad Hilton	Youth City Council Samantha Jensen
Councilman Dave Tafoya	

Excused: Councilwoman Karlene Yeoman

Also present were: Carl Merino, Police Chief; Cathy Spencer, Management Services Director; Steve Parkinson, Planner; Rachel Trotter; Greg Sagen; Gary Empey; Blake Andeuw; Dee Nelson; and Kirk Smith.

Moment of Silence: Councilwoman Becraft

Pledge of Allegiance: Councilwoman Becraft

1. APPROVAL OF AUGUST 4, 2015, MINUTES

Councilman Hilton moved to approve the minutes of August 4, 2015, as written. Councilman Cordova seconded the motion. Council members Becraft, Cordova, Hilton, and Tafoya voted "aye." The motion carried.

2. CONSIDERATION OF RESOLUTION NO. 15-12 APPROVING AND AMENDMENT BETWEEN ROY CITY CORPORATION AND REAGAN OUTDOOR ADVERTISING, INC.

Clint Drake, City Attorney, stated that he sent a draft agreement to Reagan Outdoor Advertising, but he had not heard back from them. He asked that Resolution No. 15-12 be tabled until they had responded and the Council had had time to review the agreement.

Councilman Tafoya moved to table consideration of Resolution No. 15-12 until Reagan Outdoor Advertising return an agreement and the City had had time to review it. Councilwoman Becraft seconded the motion. Council members Becraft, Cordova, Hilton, and Tafoya voted "aye." The motion carried.

3. CONSIDERATION OF ORDINANCE NO. 15-4 AMENDING ROY CITY CODE SECTION 6-2-1 NUISANCE DECLARED; ABATEMENT BY IMPOUNDMENT

Clint Drake stated that the staff was proposing a very minimal change to make the City Code consistent with State regulations. The amount of time a vehicle could be left parked on any street or alley had been changed to 48 hours rather than 72.

Councilman Hilton asked if the time could be extended, with permission, if an owner could not move a vehicle. Mr. Drake said it could. Most enforcement would be complaint driven. Code Enforcement and officers could be instructed to issue warnings before impounding a vehicle. He felt most issues would be obvious.

Councilman Hilton just wanted officers to have some latitude. Mr. Drake said officers had discretion. Code Enforcement issued warnings first.

Councilwoman Becraft suggested that information regarding the code change be included in the newsletter so citizens would be informed.

Councilman Cordova moved to approve Ordinance No. 15-4 amending Title 6 Chapter 2 Section 1 (10) of the Roy City Code: Nuisance Declared; Abatement by Impoundment. Councilwoman Becraft seconded the motion. A roll call vote was taken: Council members Tafoya, Becraft, Cordova, and Hilton voted "aye." The motion carried. (Copy filed for record).

4. CONSIDERATION OF ORDINANCE NO. 15-2 AMENDING THE GENERAL PLAN (FUTURE LAND USE MAP) FROM LOW DENSITY SINGLE-FAMILY TO VERY HIGH DENSITY MULTI-FAMILY

Steve Parkinson stated that he would address Items 4 and 5 at the same time. The property under consideration was located on the northwest corner of 2700 West 5600 South. There was currently a single-family home on the property that faced south. It had a single access on 5600 South. The corner of the property was currently designated Very High Density Multi-Family on the Future Land Use Map of the General Plan and was zoned R-3 High Density on the Zoning Map. The City had received a request to amend the future land use designation of the remainder of the property from Low Density Single-Family to Very High Density Multi-Family. The City had also received a request to rezone the remainder of the property from RE-20 to R-3 with a RIO (Residential Infill Overlay).

Mr. Parkinson stated that there was a question about how the corner came to be zoned R-3. In 1992, the property was rezoned in order to allow an existing duplex to become a triplex. In 1998, the triplex was demolished when UDOT widened the road. The property had been vacant ever since. The single-family home had been occupied until the owner passed away a few years ago. Her children were the current owners. The property was under contract subject to the property being rezoned R-3.

Mr. Parkinson stated that there wasn't a development proposal at this time. The Zoning Ordinance did not require a site plan to be submitted with a zoning request. Criteria for approval of General Plan amendments were contained in Section 505 of the Zoning Ordinance. Criteria for considering rezones were contained in Section 509.

Mr. Parkinson stated that the Planning Commission held a public hearing in July and tabled consideration in order to get information from a traffic study. A-Trans was asked to conduct the traffic study. The traffic engineer determined there was a single access on 5600 South. As long as the home remained, the access could remain, but it could not be widened. The only access would be from 2700 West. Access on 2700 West would be about 107 feet from the intersection. The engineer speculated that there could be sixteen units on the property based on its size. Mr. Parkinson highly doubted there would be that many units because any development plan would have to address the concerns expressed in the public hearing and subsequent discussions. The traffic engineer did not make any recommendations about how to resolve traffic problems. The traffic problems would have to be resolved when a development plan was proposed.

Mr. Parkinson stated that if the zoning was left as is, the property would remain in the same condition. The staff had found that the proposed rezone was the best use of the land and would provide a buffer between the single-family residences to the north and the busy road to the south. Both the staff and Planning Commission recommended that the Council approve the requested amendments to the Future Land Use and Zoning Maps. The single dissenting vote on the Planning Commission was mostly due to a lack of information about a proposed development.

Councilman Cordova asked if Mr. Parkinson had been able to determine which way the former triplex faced. Mr. Parkinson said the site plan showed front porches facing both 5600 South and 2700 West.

Councilman Hilton asked if the applicant had asked if any of the adjacent property owners were interested in purchasing part of this property. Mr. Parkinson said only one of the owners had expressed interest in purchasing the area behind their home during the public hearing. Unfortunately, it was the middle property owner.

Councilman Hilton did not feel that very high density was a good fit with the existing uses. He felt a multi-family development on this property would be too tight. The traffic engineer said there could be a traffic restriction of right in and right out. He was concerned about putting multi-family in the backyards of the properties along 2700 West. When the City looked at the Aderra Apartments on 3500 West it did a line of sight survey. Any multi-family on this property would be right on top of the adjacent properties. He understood there were apartments to the west, but they were separated by the natural barrier of the trail. The proposed rezone did not feel good to him.

Councilman Cordova felt that if the three adjacent properties were absorbed into a multi-family project, it would make the development work better. There would be more

property to work with, and there would be better access. He couldn't see how a multi-family project could work here without creating a nightmare.

Councilwoman Becraft was concerned because the corner area was so much lower.

Councilman Hilton stated that several developers had tried and failed to make the property on the southwest corner of the intersection work. He felt this property would run into the same issues.

Steve Parkinson reminded the Council to base its decision on the criteria contained in Sections 505 and 509 of the Zoning Ordinance.

Councilman Hilton did not feel the proposed Future Land Use Amendment would add to the character of the surrounding area. He did not know if the City could provide emergency services to this property. He didn't feel a high density use would fit on the back lot.

Councilman Tafoya stated that he was done with multi-family. Roy City was the fourth densest city in the State. The City didn't need to add more. He did not feel multi-family was a good fit. Selling property to the adjacent property owners was still an option.

Councilman Hilton felt this site was different than the Aderra Apartment site. The Aderra property had a natural barrier in the form of a canal and was separated from the single-family areas by commercial development.

Councilman Hilton asked what could be done if the property remained low density.

Chris Drake, City Attorney, stated that amending the Future Land Use Map was a legislative action. The Council had some latitude. He felt the concerns expressed by the Council made denial reasonably debatable.

Councilman Cordova moved to deny approval of Ordinance No. 15-2 and the request to amend the General Plan (Future Land Use Map) from low density single-family to very high density multi-family. Councilman Hilton seconded the motion. A roll call vote was taken: Council members Cordova, Tafoya, Hilton, and Becraft voted "aye." The motion carried.

5. CONSIDERATION OF ORDINANCE NO. 15-3 AMENDING THE ZONING MAP FROM RE-20 (RESIDENTIAL ESTAES) TO R-3 (MULTI-FAMILY RESIDENTIAL) AND RIO (RESIDENTIAL INFILL OVERLY)

Due to the Council's decision to deny the requested amendment to the Future Land Use Map, this item could not be considered.

6. CONSIDERATION OF A REQUEST FOR PRELIMINARY SUBDIVISION APPROVAL FOR TRAILSIDE CROSSING SUBDIVISION, A TWO (2) LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION

Due to the Council's decision to deny the requested amendment to the Future Land Use Map, this item could not be considered

7. CONSIDERATION OF A REQUEST FOR PRELIMINARY SUBDIVISION APPROVAL FOR JEFFS SUBDIVISION, A TWO (2) LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION

Steve Parkinson stated the City had received a request for preliminary approval of a two lot subdivision located south the fish pond at 4250 West 5250 South. The total acreage of the subdivision was almost 1.3 acres. Although the parcel was quite large in was only accessible through a 25-foot access. The applicant was proposing to subdivide the property into two lots using a shared driveway. The driveway would have a hammer head at the end for emergency vehicles to turn around on. The regulations for shared driveways did not allow more than two to three lots. Although the subdivision was zoned R-1-7, the smallest lot was over 26,000 square feet. The Planning Commission and the staff recommended that the Council grant preliminary approval.

Councilman Tafoya asked if the Fire Department had reviewed the subdivision access. Mr. Parkinson said they had. The Fire Department was ok with the 25-foot access as long as it had a hammer head turn around and opened up to 26 feet in width. Mr. Parkinson said the City owned the Slough area immediately west of the subdivision. There was a possibility the City could help the owners with some access width in exchange for better gates and access to the Slough.

Councilman Hilton asked about the City Engineer's comments regarding the high liquefaction risk and the flood plain. Would the City be liable if it approved this subdivision? Clint Drake didn't feel the City would have a lot of exposure if it followed the International Building and Fire Codes and identified this property as a flood plain and liquefaction area on the subdivision plat. Someone could still list the City in a lawsuit, but he felt confident there was not a lot of liability.

Steve Parkinson stated that everything in the City west of the tracks was in a high risk liquefaction area. The City Engineer recommended that a soil report be submitted. The soil report would be prepared by a geotechnical engineer and determine building depth and construction.

Councilman Hilton stated that earlier in the year, the City turned down a subdivision on 3500 West that proposed to a shared driveway. How was this subdivision any different? Mr. Parkinson stated that the property on 3500 West had other access avenues. The Jeffs property was landlocked.

Councilman Tafoya asked about the zoning. Mr. Parkinson said the property was zoned R-1-7. One lot was 26,000 square feet; the other was 29,000.

Councilman Tafoya said the City had a few flag lots. The property owner could have proposed five lots, but was only requesting approval of two. He was okay with the proposed subdivision as long as the Fire Department approved the access, and the owner complied with the other conditions recommended by the staff. He felt the proposed subdivision was the best solution for the property.

Councilman Tafoya moved to grant preliminary approval of the Jeffs Subdivision located at 4250 West 5250 South based on the staff's findings and subject to the conditions recommended by the staff and Planning Commission. Councilman Hilton seconded the motion. Commission members Becraft, Cordova, Hilton, and Tafoya voted "aye." The motion carried.

8. CONSIDERATION OF A REQUEST FOR PRELIMINARY SUBDIVISION APPROVAL FOR T & D NELSON SUBDIVISION, A FIVE (5) LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION

Councilman Tafoya stated that his brother used to be Mr. Nelson's son-in-law. Did he need to be recused from this item? Clint Drake said he should only recuse himself if he would receive proceeds from the subdivision in any way.

Steve Parkinson stated that the T & D Nelson Subdivision was located at 5463 South 3100 West. The five lot subdivision included one lot from Hidden Cove Phase 3 and one lot from Hidden Cove Phase 4. When Hidden Cove Phase 3 was approved and constructed, Mr. Nelson was not involved, but the developer still left frontage in the cul-de-sac for Mr. Nelson's property. When Hidden Cove Phase 3 was proposed, Mr. Nelson was able to purchase land from the developer and stub in utilities. Lots 1 and 2 of the T & D Nelson Subdivision were lots from Hidden Cove Phases 3 and 4. Lots 3 and 4 were new lots. Lot 5 was Mr. Nelson's existing home.

Mr. Parkinson said the biggest issue regarding this subdivision was utilities for Lot 4. Mr. Nelson did not catch the developer fast enough to have utilities stubbed into his property when Phase 3 developed. The road was paved last year. The City did not allow new roads to be cut for five years. Mr. Nelson was interested in selling Lot 4 now. He didn't want to wait five years. He was willing to repave the cul-de-sac area if he was allowed to stub utilities to Lot 4. The staff and Planning Commission recommended that the Council grant preliminary approval of the T & D Nelson Subdivision. When all three subdivisions were completed, you would not be able to tell where one subdivision started and another ended. The neighborhood would be cohesive.

Councilman Tafoya did not see a problem if Mr. Nelson was willing to repave the road.

Councilman Cordova asked if there was a right-of-way corridor in the subdivision. Mr. Parkinson said there were large overhead power lines that ran through this subdivision.

Mr. Parkinson said there was. Councilman Cordova asked if the lots needed to be restricted. Mr. Parkinson said Lot 1 already had restrictions. The lots owned by Mr. Nelson were not affected by the power lines.

Councilman Cordova asked how the lots in Hidden Cove were being modified. Mr. Parkinson explained that portions of each lot had been used to create street frontage for Lot 3.

Councilman Hilton moved to grant preliminary approval of the T & D Nelson Subdivision located at 5463 South 1900 West based on the staff's findings and subject to the recommendations of the staff and Planning Commission. Councilwoman Becraft seconded the motion. Commission members Becraft, Cordova, Hilton, and Tafoya voted "aye." The motion carried.

9. CITY MANAGER'S REPORT

Andy Blackburn stated that at the last meeting the Council asked Police Chief Merino to look into painting the curbs on either side of the trail on 4800 South. Chief Merino report that he had met with the Public Works Director. The curb on either side of the trail on 4800 South had been painted red. People could not park their cars right next to the trail, which should help with pedestrian visibility.

Andy Blackburn stated that the North Park demolition project was out to bid. Bids would close on August 25th. The storm water issues had been taken care of.

Mr. Blackburn stated that the Recreation Complex would to close for a week for the annual cleaning and to replace the boiler. It would reopen on September 8th.

Andy Blackburn asked for the Council's thoughts regarding the annual Day of Service. This year the Saturday after Labor Day was September 12th. Travis Flint said the City was running out of projects. He suggested that the City ask each church to identify a property in their neighborhood to clean up; the entrances to the trail could be cleaned; or the project could involve work on the trail itself. Mr. Flint was also concerned about opening the pool up after the project. Participation in the past had been very low, and the cost to reopen the pool for the afternoon was about \$5,000.

Councilwoman Becraft asked if there was a way for the youth to clean up 1900 West from the north end of the City to 4000 South. She had been told in the past that it wasn't possible. Mr. Blackburn said he would look into it.

Councilman Tafoya felt a lot of properties would be cleaned up if each church identified a different property to work on. Such a project would be more visible than the trail.

Councilwoman Becraft said that Jeannie Hall had indicated that the local missionaries wanted to be involved in the project as well.

Mr. Blackburn said Travis Flint preferred to have each church identify a property to work on. If the Council was in agreement, that was the direction the City would head. The City would provide dumpsters for the cleanup.

Mayor Cragun stated that he received a lot of calls about run down properties throughout the City. He liked the concept of churches concentrating on properties in their neighborhoods. The City would concentrate on its own properties.

Andy Blackburn said the roundabout on 4000 South would be completed before school started.

Andy Blackburn reported that the lights for the beautification project had been installed on the west side of 1900 West, but they weren't functioning yet.

Andy Blackburn asked the Council members to let Amy Mortenson know if they planned to attend the Utah League of Cities and Towns.

Andy Blackburn stated that there had been some concern about the size of the City's new sign. The City could install a sign that was double its current size for \$70,000. A sign 50% larger would be \$60,000. A larger sign would have to be moved back.

Mayor Cragun felt he had created confusion regarding the new sign. Business owners asked why the City built a sign that was so small. The sign did look good. The size might merit some further discussion.

Councilman Cordova stated that if the sign was taller it might be too close to the overhead power lines.

Mayor Cragun stated that the lights on 1900 West looked good. He asked about the status of the wall at 5300 South 1900 West. Mr. Blackburn reported that the City Engineer submitted the application to the state. The State had some concerns regarding the drain. The City Engineer was working on the State's concerns and hoped to have an answer soon. The City Engineer was also working on rock at the base of the City sign to fit the slope.

Councilwoman Becraft asked about Burger Bar. Mr. Blackburn said the owner had been receptive to the City's suggestions, but it was difficult to tell him what the City had in mind when the City still didn't know what it was doing.

10. PUBLIC COMMENTS

Greg Sagen, 4027 West 4900 South, stated that he had almost been involved in two accidents on 4800 South in the vicinity of the new West Park Subdivision. The traffic was already bad due to the construction. Then people stopped to allow pedestrians to cross. He suggested that the City put up signs on the trail at 4800 South and 5600 South encouraging pedestrians to use nearby crosswalks for their safety. Pedestrians crossing the trail did not have the right-of-way.

11. MAYOR AND COUNCIL REPORTS

Councilman Cordova stated that in the past Council members had been notified about Planning Commission hearings along with the Planning Commission members. As a courtesy, he asked that the staff send copies of the hearing notices to the Council members as well so they knew what was going on.

Councilman Hilton said he had asked that scheduling town hall meetings be included on the agenda. Mr. Blackburn apologized. He was out of town, and it wasn't included on the agenda. Mr. Blackburn said the scheduling would be on the next agenda. How many town meetings did the Council want to hold each year? The Council felt three would be enough. Mayor Cragun suggested that Council meetings be held on the road and combined with the town meetings. Councilman Hilton felt the town meetings would be a good forum to share the good things that were happening in the community.

Councilwoman Becraft stated that she had spoken with Mrs. McRay about rain barrels. She suggested that the City put Mrs. McRay's name in the newsletter. If people were interested they could contact her. Councilman Hilton worried that the rain barrels would become mosquito traps. Mayor Cragun said State regulations had been changed. Residents now owned the rainwater from their roofs.

Samantha Jensen reported on high school activities leading up to the first day of school on August 25th. They might need approval from the City for some of the activities they were considering.

12. ADJOURN

Councilwoman Becraft moved to adjourn at 7:08 p.m. Councilman Hilton seconded the motion. Council members Becraft, Cordova, Hilton, and Tafoya voted "aye." The motion carried.

Attest:

Willard Cragun
Mayor

Amy Mortenson
Recorder

CONTRACT AGREEMENT

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

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

ARTICLE 1-WORK

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

The Work consists of demolition of existing site improvement, clearing and disposing of debris, and all other tasks and items in accordance with the contract drawings and specifications.

ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

GEORGE WAHLEN NORTH PARK DEMOLITION PROJECT

ARTICLE 3-ENGINEER

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

ARTICLE 4-CONTRACT TIMES

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

4.02 *Dates for Completion and Final Payment:* The Work will be completed within **45** days following **Notice to Proceed**.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5-CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Remove Existing Asphalt Pavement:	2,270	S.Y.	\$2.34	\$5,311.80
2	Remove Existing Concrete Flatwork (6" Thick or Less):	210	S.Y.	\$4.50	\$945.00
3	Remove Existing Gutter/Curb & Gutter:	350	L.F.	\$2.75	\$962.50
4	Remove Existing Storm Drain Pipe (18" Diameter or Smaller):	100	L.F.	\$13.00	\$1,300.00
5	Remove Existing Concrete Catch Basin:	2	Each	\$150.00	\$300.00

TOTAL OF ALL UNIT PRICES: **EIGHT THOUSAND EIGHT HUNDRED NINETEEN DOLLARS AND 30/100 (\$8,819.30).**

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6-PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the last day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

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

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

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

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

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

ARTICLE 7-INTEREST

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

ARTICLE 8-CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

K. EQUAL OPPORTUNITY CLAUSE.

1. The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on basis of race, religion color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, and as supplemented by regulations at 41 CFR part 60, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

2. The CONTRACTOR will include these Equal Opportunity provisions in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each sub-contractor or vendor.

L. CERTIFICATION ON NON-SEGREGATED FACILITIES. The CONTRACTOR certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees to perform their services at any location, under his control, where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed sub-contractors for specific time periods) he will obtain identical certifications from proposed contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; and that he will retain such certifications in his files.

ARTICLE 9-CONTRACT DOCUMENTS

9.01 *Contents:*

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. Bid Bonds;
 - 5. General Conditions;
 - 6. Supplementary Conditions;
 - 7. Specifications as listed in the table of contents of the Project Manual;
 - 8. Drawings as listed in the table of contents of the Project Manual;
 - 9. Addenda Numbers (N/A);

10. Exhibits this Agreement;

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

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

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

- B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.
- E. The sponsor, the State of Utah, the Comptroller of the United States, or any of their duly authorized representatives shall have access to any books, Contract Documents, papers and records of the Contractor which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

ARTICLE 10- MISCELLANEOUS

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

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

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

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

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

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

OWNER:

CONTRACTOR:

ROY CITY CORPORATION

ORMOND CONSTRUCTION, INC.

By: _____

By: _____



Memorandum

To: Travis Flint, Parks and Recreation Director
Roy City Corporation

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

Date: August 26, 2015

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

In response to our Advertisement for Bid for the subject project, bids were received at 2:00 p.m. on August 25, 2015, at the Roy City Public Works Office. One contractor responded with a bid of \$8,819.30. The Engineer's Estimate was \$18,000.00. We recommend that the contract be awarded to **Ormond Construction, Inc.** for the amount of **\$8,819.30**.

If you agree with this recommendation, please have the Mayor sign the attached Notice of Award and Contract Agreement. Once notified, the Contractor will have 14 days to respond with the following:

1. Signed Contract Agreement
2. Acknowledgment of Notice of Award
3. Certificate of Insurance

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

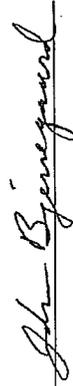


George Wahlen North Park Demolition Project

Roy City Corporation

Bid Opening Date: August 25, 2015 Time: 2:00 P.M. Place: Roy City Public Works Building

Description	Quantity	Units	Engineer's Estimate		Ormond Construction, Inc		Amount	Unit Price	Amount
			Unit Price	Amount	Unit Price	Amount			
1 Remove Existing Asphalt Pavement:	2,270	S.Y.	\$5.00	\$11,350.00	\$2.34	\$5,311.80	\$0.00	\$0.00	\$0.00
2 Remove Existing Concrete Flatwork (6" Thick or Less):	210	S.Y.	\$2.50	\$525.00	\$4.50	\$945.00	\$0.00	\$0.00	\$0.00
3 Remove Existing Gutter/Curb and Gutter:	350	L.F.	\$6.00	\$2,100.00	\$2.75	\$962.50	\$0.00	\$0.00	\$0.00
4 Remove Existing Storm Drain Pipe (18" Diameter and Smaller):	100	L.F.	\$30.25	\$3,025.00	\$13.00	\$1,300.00	\$0.00	\$0.00	\$0.00
5 Remove Existing Concrete Catch Basin:	2	Each	\$500.00	\$1,000.00	\$150.00	\$300.00	\$0.00	\$0.00	\$0.00
TOTAL OF BID ITEMS				\$18,000.00		\$8,819.30		\$0.00	\$0.00

Project Engineer

 John Bjerregaard

NOTICE OF AWARD

DATED: September 1, 2015

TO: Ormond Construction Inc.

ADDRESS: P.O. Box 598, Willard, UTAH 84340-0598

PROJECT: George Wahlen North Park Demolition Project

You are notified that your proposal dated August 25, 2015, for the above Contract has been considered. Your proposal has been selected and you have been awarded a Contract for the George Wahlen North Park Demolition Project. The Contract Price of your Contract is Eight Thousand Eight Hundred Nineteen Dollars and 30/100 (\$8,819.30).

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

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

1. Submit a Signed Contract Agreement
2. Submit Certificates of Insurance as specified in General and Supplementary Conditions
3. Submit a Schedule of Values outlining in detail the costs for individual work items as presented in your proposal. Payment will be made based upon the approved schedule of values.

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

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

Roy City Corporation
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

NOTICE TO PROCEED

Dated: _____

TO: Ormond Construction, Inc.

ADDRESS: P.O. Box 598, Willard, UTAH 8434-0598

PROJECT: George Wahlen North Park Demolition Project

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

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

Roy City Corporation
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

RESOLUTION No. 15-13

A RESOLUTION OF THE ROY CITY COUNCIL APPROVING A CONTRACT BETWEEN ROY CITY CORPORATION AND ORMOND CONSTRUCTION INC., FOR THE GEORGE WAHLEN NORK PARK DEMOLITION PROJECT.

WHEREAS, the Roy City Council desires to enter into an Agreement with Ormond Construction Inc., and

WHEREAS, the Agreement sets forth the respective rights and responsibilities of the Parties regarding the
George Wahlen North park Demolition Project

NOW, THEREFORE, BE IT RESOLVED, by the Roy City Council that the Mayor is authorized to execute the
Agreement with Ormond Construction Inc.

Passed this 1st day of September, 2015.

Willard S. Cragun
Mayor

Attested and Recorded:

Amy Mortenson
City Recorder

	Aye	Nay	Absent	Excused
Councilman Marge Becraft	_____	_____	_____	_____
Councilman John Cordova	_____	_____	_____	_____
Councilman Brad Hilton	_____	_____	_____	_____
Councilman Dave Tafoya	_____	_____	_____	_____
Councilman Karlene Yeoman	_____	_____	_____	_____