



ROY CITY

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

Moment of Silence and Pledge of Allegiance: Councilmember Becraft

1. Approval of the August 16, 2016 City Council Minutes
2. Swearing in of City Manager
3. Swearing in of City Attorney
4. Consideration of Resolution No. 16-40 Approving a Contract with Marsh Construction for the 4975 South Curb Gutter and Sidewalk Project
5. Consideration of Resolution No. 16-41 Declaring Certain Property as Surplus and Authorizing its Sale
6. City Managers Report
7. Public Comments
8. Mayor and Council Report
9. Adjourn

City Council Work Session **Roy City Administrative Conference Room**

1. Discussion Concerning City Council Expectations
2. Adjourn

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Amy Mortenson
Roy City Recorder

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MINUTES OF THE AUGUST 16, 2016, ROY CITY COUNCIL MEETING

1. Approval of minutes for July 26, 2016, Special City Council Meeting and August 2, 2016
2. Public hearing to consider increasing property tax revenue for the City of Roy
3. Consideration of Resolution No. 16-37 increasing property tax revenue and setting a certified tax rate
4. Public hearing to consider adjustments to the Fiscal Year 2017 Budget
5. Consideration of Resolution No. 16-38 approving adjustments to the Fiscal Year 2017 Budget
6. Consideration of approval of an Alcoholic Beverage License for 7-Eleven, Store # 26352J, located at 5983 South 1900 West
7. Consideration of Resolution No. 16-39 approving a contract with Stark Brothers, Inc. for the 2016 Concrete Maintenance Project
8. City Manager's report
9. Public comments
10. Mayor and Council reports
11. Adjourn

Minutes of the Roy City Council Meeting held August 16, 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 Dave Tafoya

Councilwoman Karlene Yeoman

City Manager Andy Blackburn

Secretary Michelle Drago

Excused: Councilman Brad Hilton

Also present were: Cathy Spencer, Management Services Director; Ross Oliver, Public Works Director; Travis Flint, Parks and Recreation Director; Carl Merino, Police Chief; Aaron Perry, Deputy Police Chief; Niven Turner; Claude Payne; Doug Nandell; Sarah Nandell; Lindsey Ohlin; Joe Paul; Mark Molesky; Marcell Westergard; Darren Albright; Bill Norset; Diane Wilson; Guy Nalder; Elliott Thurman; Jared Flanders; Betty Checketts; Amy Demick; Trina Pavero; Dale Quinlan; Carl Hamblin; Jason Kunzler; Mark Forsythe; and Robin Arnold.

Moment of Silence: Councilwoman Yeoman

Pledge of Allegiance: Councilwoman Yeoman

1. APPROVAL OF MINUTES FOR JULY 26, 2016, SPECIAL CITY COUNCIL MEETING AND AUGUST 2, 2016

Councilwoman Yeoman moved to approve the July 26, 2016, and August 2, 2016, minutes as written. Councilwoman Becraft seconded the motion. Council members Becraft, Dandoy, Tafoya, and Yeoman voted “aye.” The motion carried.

2. PUBLIC HEARING TO CONSIDER INCREASING PROPERTY TAX REVENUE FOR THE CITY OF ROY

Councilman Tafoya moved to open the public hearing at 6:02 p.m. Councilman Dandoy seconded the motion. Councilmembers Becraft, Dandoy, Tafoya, and Yeoman voted “aye.” The motion carried.

Cathy Spencer, Management Services Director, stated that part of approving the fiscal year budget included establishing a certified tax rate. Truth in Taxation allowed the City to determine how much property tax it needed to meet the budget. The FY2017 budget needed \$3,527,159, which was 37.92% higher than last year's certified tax rate. The

increase would be \$42.73 per year, or \$3.56 per month, for every \$100,000 of taxable value. The change in the certified tax rate was expected to generate \$969,727 in revenue. Roy City's last tax increase occurred in 2005. The amount of property tax received by the City since then had been static. New growth actually reduced the certified tax rate. Prior to and since 2005, the City had not gone through the Truth in Taxation process to recapture new growth.

Ms. Spencer explained that a portion of the tax increase would be used for a Discharge of Judgement from an appeal of personal property value for Comcast for the years 2011, 2012, and 2013. Roy City's portion of the \$158,033 refund was \$5,473. The discharge made up 3.09% of the tax increase.

Ms. Spencer stated that another portion of the tax increase would be used for wages and benefits, including a part-time salary survey; a 2% cost-of-living adjustment; a 2.5% merit increase; and some staffing reorganization. The total estimated cost was \$341,000, which was 13.33% of the tax increase. In early 2016, the City Council approved a pay adjustment for police officers based on years of service at a total increase of \$79,000. The increase in FY2016 was covered by police officer slots the City was unable to fill. In FY2017, 3.09% of the property tax increase would cover the wage increase for police officers.

Ms. Spencer said the remainder of the property tax increase not utilized for wages and benefits, \$549,727, would be directed toward capital improvements. \$198,000 (7.74% of the tax increase) had been directly identified within the departments; the additional \$352,000 (13.76% of the tax increase) would be used to fund capital under a new capital improvement plan. The areas to be addressed in the plan included:

- Various machinery and equipment
- Fire apparatus
- Phase II of the George Wahlen North Park relocation
- Improvements to the Recreation Complex
- Beautification efforts
- Library property on 4800 South
- Further decisions regarding
 - Acquisition of property for an additional cemetery
 - Acquisition of property for future expansion of the Public Works facility

Ms. Spencer explained that the property tax notice from Weber County included line items for many different entities. The tax increase proposed by Roy City would only affect Roy City's line item.

Mayor Cragun stated that Roy City salaries had been stagnant for many years. As a result, the City was having a hard time retaining employees. The City hired and trained young police officers, then they left for better pay. The Fire Department had the same

problem. This process had hit the City hard. Roy City had become a training ground for other cities. He felt the City needed to address the problem if it wanted competent employees. As the mayor, he had elected to do that.

Mayor Cragun opened the floor for public comments.

Darren Albright, 3690 West 5850 South, stated that he would rather keep police officers than the Recreation Complex. He was frustrated that the information about the Complex's revenue loss was hidden at the end of documents located on the City's website. He did not feel Roy City was business friendly. The City needed something like Farmington Station. He felt the decision about whether to keep the Complex open should be made by the citizens, not the Council. It should be put to a vote. He felt Roy City was going down hill

Bill Norset, 4400 South 2525 West, felt the new street lights were a joke. The City was asking for additional money for capital improvements, but it didn't have a real plan. Beautification should be put on hold until the employees were taken care of. He felt the City had wants with no reason for them.

Diane Wilson, 4302 South 2675 West, stated that the City, along with everyone else, had had a difficult time with the decline in the economy. A lot of people lost jobs and wages. She had not received a wage increase. She felt the City needed to prioritize. Beautification was nice but not substantial. Roy City government was not getting smaller. It was getting bigger, and the citizens could not keep up. She felt it was important for the citizens to know what specific capital improvements were needed. A lot of cities were driving older vehicles; why not Roy? She had heard a lot of wishes and wants, not essential needs. She felt the City should start with the employees. Beautification, expanding the Public Works facility, and another cemetery were not essential needs. A 38% tax increase was a huge amount. Council members were public servants. They needed to be cognizant and respectful of the citizens.

Guy Nalder, 3528 West 5700 South, felt the City had already received an increase. Its taxes were already above everyone else. He saw waste, such as the four times the 4000 South Midland Drive intersection was reconstructed. He realized that was a UDOT project, but he did not feel the City had looked at reducing waste. He felt the proposed capital projects were a waste and represented inefficiency. He worked for Autoliv. Autoliv had not raised their prices for a decade, yet they had increased in sales production by eliminating waste. He didn't have a problem paying police officers and firemen. He did not feel the rest of the increase should be on the backs of the citizens. He did not see a study showing the City's inefficiencies. Cities back east raised taxes and broke the citizens, which led to breaking the cities in the end.

Joe Paul, 3727 West 5700 South, felt the budget's \$1 million deficit could be reduced to \$400,000 if the capital was removed. If a business consistently lost money, it would shut

down. He felt the Complex and the additional cemetery should be put to a vote. He did not plan to be buried in Roy, and he never used the Complex. He was opposed to raising taxes for those services. He was okay with a tax increase for police salaries and clean streets. He felt the amount of the increase should be reduced. Capital needs should be studied more. If the City drew more businesses, the needed tax increase would be less. While serving on the Planning Commission, he always considered whether an approval would generate income for the City. He felt the City needed to get as many businesses as it could out of the property that was left. The City needed to study ways to increase business and minimize the tax increase.

Elliott Thurman, 2896 West 5825 South, stated that unfortunately, bonuses received by UTA and the united fire district reflected on Roy City. Those entities provided a service the citizens paid for. It seemed the Council felt it could do whatever it wanted. He used to work as a site selector for businesses throughout the country. One of the things he considered was the local tax rate. If the City raised taxes, businesses would be affected as well as the people. He felt all of his income was going to pay taxes. He was getting taxed to death. He resented very much being in the position of having to pay whatever taxes the Council deemed or having his house sold. At what point would it stop?

Jared Flanders, 4587 South 3600 West, felt it was good that the City was asking for a tax increase. Roy City needed to do some things. He wasn't sure about the proposed amount. Roy City kept giving away commercial property to high density housing. It did it last year and again two weeks ago. More police officers would be needed for high density housing. He felt the City should charge high density properties a higher tax rate because they used more services. He felt the tax increase should be put to a vote.

Betty Checketts, 2591 West 4000 South, stated that it was hard for senior citizens. They did not get cost-of-living adjustments. She felt the City needed to get better businesses. The City needed to be built up to attract businesses that would bring in more people. She used the Complex three to four times a week. She enjoyed it and agreed it needed to be updated. However, she was in favor of closing the Complex to decrease the deficit. The tax increases on homes needed to stop.

Amy Demick, 4935 South 3100 West, stated that her property value had only increased by \$1 in five years, yet her taxes had gone up \$500. She did not feel Roy City services were up to par. The proposed tax increase was way out of line. It was too high.

Sarah Nandell, 2572 West 4325 South, felt the employee raises should be given over a projected time period rather than all at once. The Council needed to be good stewards with public money. The Roy High School swim team used the Complex. Maybe the City could work out a deal with the Weber School District for use of the Complex. The City could explore other partnerships. Roy City was increasing its taxes three times more than any other city. She didn't feel the City should do everything at once. The tax increase would impact everyone in the City as a team.

Marcell Westergard, 5698 South 3100 West, stated that the City's revenues were not solely from property taxes. The total budget for FY2017 was about \$16 million. The proposed tax increase represented 8% to 9% of the total budget. Property taxes comprised about 50% of the City's revenues. Had the City considered increasing other revenues, such as fees and sales tax? She understood that the City had frozen employee salaries and capital improvements since 2008 and that there were needs. Most of the items listed were capital improvements. She agreed the City need improvements to attract businesses and families that would in turn contribute back to the City. How did Roy City's tax rate compare to other cities of similar size? She encouraged the Council to consider incremental salary increases for the employees. It seemed the City was behaving like a kid in a candy store. The City needed to consider a *used car* rather than a *new one*. The City needed to take care of the public servants before considering recreational needs.

Lindsay Ohlin, 5920 South 2600 West, reiterated what had been said about the Complex and its losses. It seemed there had been many years of waste and inefficiency. She felt the needed money could be found in the current budget. A lack of planning on the City's part did not constitute an emergency on hers. The proposed tax increase was not necessary. The City could find better ways to spend the public's money.

Trina Pavero, 2230 West 4150 South, stated that she had lived in Roy City for 20 years. She purchased her home five years ago. Her taxes had increased \$500 in those five years. A lot of people her age did not want to live in Roy. Roy had always had higher property taxes. If the City kept increasing taxes, young people would not want to live here. Farr West and Plain City had much lower property taxes, and that was where everyone wanted to live. No one was disputing the need to increase the wages of the firemen and police officers. The other needs were confusing. She did not understand how there wasn't any money to finish George Wahlen North Park. The City just did a huge land swap with Weber County. The landscaping on the 4000 South Roundabout was a disgrace. She felt there was money in the current budget. Someone just needed to find it.

Mark Molesky, 2003 West 5200 South, stated that when he moved to Roy he saw a bulletin which indicated Roy City had fewer employees than a city of comparable size. At that time he felt the City was being well run. For as long as he lived in Roy most of the commercial space at Harmon's had been empty. If that space was not being utilized, it should be torn down for something different. The same philosophy could be applied to the Albertson's property. He did not feel Public Works needed more space. It just needed to utilize the space it had better.

Dale Quinlan, 2331 West 4475 South, stated that he lived in Ogden and Sunset prior to moving to Roy 35 years ago. He also served on the City Council in Sunset. He was a

real estate broker by profession, and he knew Roy was not a desirable place to live. It was an uphill battle to sell older homes in Roy even if they were priced right. Something needed to be done to generate more enthusiasm for Roy. He used the Complex every morning and saw a lot of swimmers from Roy High School using the pool. The school district might be a source of revenue. He hated to see the Complex close, but he also understood there needed to be limits in the budget. He felt there were areas the City could tighten to change the City's image and make it a more exciting place to live.

Mark Molesky stated that while he did contracting work he heard how much the City spent on various projects. He felt they were exorbitant amounts. The price to repair the basketball court at the Complex was way out of line. Years ago police officers picked up their patrol cars at work rather than driving them home. Firemen did not drive their fire trucks home. When something was broken, there was usually more than one solution to fix it.

Carl Hamblin, 2368 West 4900 South, stated that he had enjoyed the Complex throughout the years, but it was becoming a problem. He suggested selling the Complex to a private party. The City had a pool in the lower part of Roy in addition to the Complex pool. He felt one should be privately owned. He was concerned about the loss of the dumpster services. The lower gas prices should be relative to the City's budget. He felt it would be better for the City to work now and play later. He would like a 30% increase in his wages. None of the citizens in the room had received an increase in their social security. The City started putting up Christmas lights months in advance and spent months taking them down afterward. The employees spent more time on the lights than the citizens enjoyed them. He asked if the lights could be left up all year.

Robin Arnold, 5898 South 3650 West, stated that a 37% tax increase was a big bite. She felt the City needed to be as aggressive in getting new businesses which the citizens could support. The City would find the needed 37% in new business, not from the people who had to leave Roy to spend their money.

Councilman Tafoya moved to close the public hearing at 7:00 p.m. Councilwoman Becraft seconded the motion. Council members Becraft, Dandoy, Tafoya, and Yeoman voted "aye." The motion carried.

Mayor Cragun said he would like nothing better than to bring businesses into the community. Roy City used to be a growing community and a destination place. He had served on the City Council for a long time. Over the years businesses left because residents started shopping in other places. Two members of the City Council were currently working on economic development. The City had hired a professional consultant to try and attract businesses. The City had made some beautification efforts to clean up the downtown area. The merchants had noticed and were complimentary. . The City had to spend money to bring in new businesses. Over the years, property values had decreased and taxes had gone up. Yet the City had to maintain services.

The City Council was very frugal. The last tax increase was in 2005. He understood about living on a fixed income. As a Roy resident, he felt the pinch too. He would never have supported a tax increase unless he felt it was needed. No one on the City Council wanted to raise taxes. Expenses had gone up for homeowners; they had gone up for the City as well.

Councilman Dandoy agreed that the public should vote on the future of the Complex and an additional cemetery. These were major issues, and they were expensive. The citizens would decide the future of both, and the City Council would follow that decision. The City Council was trying to focus on the primary issues. He was frustrated by the perception that Roy was a bad place to do business and to live. Such a perception created a real problem in attracting businesses. Raising taxes was not attractive. Residents from other communities used Roy's streets and infrastructure to reach other destinations. He felt Roy City had to change how it did things in order to make things happen. The City was aggressively trying to attract businesses. However, there were a few property owners that did not want to play. It was a struggle. Roy City had to break the paradigm. It had to get businesses back into the game. He was frustrated with owners that did not want to play. Owners of vacant property had become frustrated because they could not attract commercial buyers. They wanted other options and requested approval of high density developments. The City had rejected a lot of requests for high density. It had approved only those where they had no other option. Roy City had the fourth highest density in the state. The Complex was located on property owned by the Weber School District. The school district did not and would not contribute funds to help with the Complex. Roy City carried the full load. They were not willing to pay, yet they wanted to use it.

Councilman Dandoy felt tax rates could be manipulated. In 2013, his property value dropped like a rock, but his tax rate went up. Tax rates went up and down. The City had to manage tax funds just like a homeowner had to manage a budget. He looked at 19 cities similar to Roy City to find out where Roy City ranked. Roy City was 3rd in population behind Ogden and Layton. It was 4th out of 19 in terms of sales tax revenue with \$3.89 million per year. The amount of sales tax per person was 17th out of 19. Roy City was not generating enough sales tax to pay for the infrastructure it was required to maintain. Early city leaders made the decision that Roy should be a bedroom community. Businesses went where there were no fees. Roy City had the 6th highest property tax rate. Since the City Council made the decision to increase the tax rate, Ogden City and Weber County had increased their taxes. North Davis Sewer had increased its fees. Roy Water Conservancy and Weber Basin Water were also asking for more money. The increases the citizens had seen in their taxes over the past few years were from other entities, not Roy City. This was the first time Roy City had asked for an increase in years. He was reluctant to increase taxes in a time when everyone else was.

Councilman Dandoy said he too was concerned about the loss of the dumpster program. It was a great service the City provided for the residents. The Council made the decision to stop the program due to new state and federal water quality laws. The fines for chemicals found in storm water were in the range of \$50,000 per day. The decision regarding the dumpster program was a matter of economics. He liked the idea of leaving the Christmas lights up.

Councilman Dandoy stated that the Council started down the path of a tax increase to take care of the City's most important resource – its employees. Much of what was being proposed was not about the employees. He felt the tax increase should be scaled back to 13%, which is what was needed to cover salary increases.

Councilwoman Becraft stated that the City had used redevelopment funds to pay for the beautification efforts along 1900 West. Redevelopment funds could only be used in the redevelopment districts where it was collected. The City felt it was important to improve the appearance of the City in order to bring businesses back. She stated that there was a wonderful presentation made by the staff regarding progress at George Wahlen North Park a few weeks ago. Citizens could refer to the written minutes or listen to the audio recording.

Councilwoman Yeoman stated that the City Council had knew that the Complex was losing money. It had been trying to decide if the Complex was a service the City should provide to the residents, or if it should be closed. If the Complex was a service, it needed to be upgraded for safety and to attract residents. It was disheartening to learn that the Weber School District was not willing to help with Complex expenses. Her family used the Complex. They would hate to see it close. She was glad to hear from seniors who used the Complex that they were willing to close it due to expenses. She felt the citizens should vote on a bond. The City Council would look at those issues. She reiterated the City's efforts to bring businesses to Roy. The City had been repairing and making do with older equipment for years. When department heads requested new equipment they were asked to keep making repairs. Some of the equipment had reached the end of its life span. It was hard to stop the dumpster program, but the City could not afford the possible fines. The City tried to find a compromise. It offered dumpsters at the shop twice a year. The City Council did not want to raise taxes. She lived in Roy. The tax increase would affect her too.

Councilman Tafoya stated that the City Council heard where the citizens were coming from. Roy City was 80 years old. Its infrastructure was old. The City had not even touched the cost to repair old culinary waterlines. Ten years ago, it was \$30 million. Today it would probably be \$30 to \$60 million. The City had made do for years. It could not do it anymore. The City had to plan for the future. Doing nothing for 11 years had been a disservice to the City. The proposed tax increase was about \$3.56 per month, or 33 cents per year for the last 11 years. The tax increase was not extravagant. The City

was being financially responsible by planning for the future. This was their home. They wanted to make it the best for everyone involved.

Councilman Dandoy stated that at 37% tax increase was on the table. The City Council had the ability to set the percentage at zero or somewhere in between. He reminded the Council that its primary goal was to stop the employees from exiting. The employees could be taken care of with a 13% increase, not 37%. He felt the Council had diverted away from its original intention. He did not like the way Weber County approached its tax increase or Weber School District either. The City Council could control what it did.

Mayor Cragun asked what percentage was needed to pay for employee salary increases. Cathy Spencer said it was 16.42% plus the Discharge of Judgement. If the Council decided to change the tax rate, she asked that specific wording for Resolution No. 16-37 remain flexible. The administration would insert the exact numbers.

Councilman Dandoy asked about the status of the annexation. Andy Blackburn stated that the newspaper did not print the entire public notice, and the City had to re-advertise the hearing. The hearing scheduled for tonight would now be held during the first meeting in September.

Councilman Dandoy explained that the City was trying to annex over 100 homes located in areas of unincorporated Weber County which were completely surrounded by Roy City. Those property owners would also be impacted by the Council's decision as well. They would contribute to the City's tax base. He did not feel those properties had accounted for. He wanted to focus on taking care of the employees.

Mayor Cragun stated that the basis for the tax increase was to take of the employees. The annexation might happen. It would be some time before the City received taxes from those entities. There were a lot of capital needs, including a new fire truck, which the City did not have money for. The proposed tax increase would set up a capital expenditure fund. Over the last 20 years the City had fallen further and further behind. The needs were critical. The City was not being a big spender. It was taking care of its needs. The City worked for the citizens. It had been very frugal for years. The tax increase would affect Council members and their families. It did not make the decision lightly. He felt there were needs to justify the increase.

3. CONSIDERATION OF RESOLUTION NO. 16-37 INCREASING PROPERTY TAX REVENUE AND SETTING A CERTIFIED TAX RATE

Councilman Tafoya moved to approve Resolution No. 16-37 increasing property tax revenue and setting the 2016 certified tax rate as written. Councilwoman Yeoman seconded the motion. A roll call vote was taken: Council members Tafoya, Becraft, and Yeoman voted "aye." Councilman Dandoy voted "nay." The motion carried. (Copy filed for record).

PUBLIC HEARING TO CONSIDER ADJUSTMENTS TO THE FISCAL YEAR 2017
BUDGET

Councilwoman Becraft moved to open the public hearing at 7:42 p.m. Councilman Tafoya seconded the motion. Council members Becraft, Dandoy, Tafoya, and Yeoman voted “aye.” The motion carried.

Cathy Spencer stated that the City Council had held a public hearing regarding the certified tax rate of 0.002828. The budget approved by the City Council on June 7th included funding for the implementation of a salary survey. The Council subsequently decided that the survey and its implementation should be included in the FY2018 budget, and the property tax revenue was decreased by \$229,409. Other adjustments included pay outs for annual leave and sick leave for planned retirements; a moving allowance and new vehicle for the new City Manager; a lump sum to pay out the merits at the beginning of the fiscal year. All other utility budgets included the merits.

Mayor Cragun opened the floor for public comments. There were none.

Councilwoman Becraft moved to close the public hearing at 7:47 p.m. Councilman Dandoy seconded the motion. Council members Becraft, Dandoy, Tafoya, and Yeoman voted “aye.” The motion carried.

4. CONSIDERATION OF RESOLUTION NO. 16-38 APPROVING ADJUSTMENTS
TO THE FISCAL YEAR 2017 BUDGET

Councilwoman Becraft moved to approve Resolution No. 16-38 approving adjustments to the Fiscal Year 2017 Budget. Councilman Tafoya seconded the motion. A roll call vote was made: Council members Yeoman, Dandoy, Tafoya, and Becraft voted “aye.” The motion carried. (Copy filed for record).

5. CONSIDERATION OF APPROVAL OF AN ALCOHOLIC BEVERAGE LICENSE
FOR 7-ELEVEN, STORE # 26352J, LOCATED AT 5983 SOUTH 1900 WEST

Councilman Tafoya stated that everything on the application checked out.

Councilman Tafoya moved to approve an alcoholic beverage license for 7-Eleven, Store #26352J, located at 5983 South 1900 West. Councilman Dandoy seconded the motion. Council members Becraft, Dandoy, Tafoya, and Yeoman voted “aye.” The motion carried.

6. CONSIDERATION OF RESOLUTION NO. 16-39 APPROVING A CONTRACT WITH STARK BROTHERS, INC. FOR THE 2016 CONCRETE MAINTENANCE PROJECT

Ross Oliver, Public Works Director, stated that on August 9th bids were opened for the 2016 Concrete Maintenance Project. Four contractors responded with bids ranging from \$90,550 to \$208,620. He and the City Engineer recommended that the Council approve Resolution No. 16-39 approving a contract with Stark Brothers, Inc. for the 2016 Concrete Maintenance Project in the amount of \$90,550.

Councilman Dandoy asked if the City had done business with Stark Brothers before. Mr. Oliver said it had. Stark Brothers had been doing the City's concrete maintenance work for 20 of the 25 years he had worked for the City.

Councilman Dandoy moved to approve Resolution No. 16-39 approving a contract with Stark Brothers, Inc. for the 2016 Concrete Maintenance Project in the amount of \$90,550 and authorizing the Mayor to sign the Notice of Award and Contract Agreement. Councilwoman Becraft seconded the motion. A roll call vote was taken: Council members Becraft, Yeoman,

7. CITY MANAGER'S REPORT

Andy Blackburn, City Manager, reported that:

- The Farmer's Market would begin Saturday, August 20th, at George Wahlen North Park. It would be open from 8:00 to 11:00 a.m.
- Little League Football would also start Saturday, August 20th, at George Wahlen North Park.
- The City's annual Day of Service would be held Saturday, August 27th. Travis Flint had several projects set up. Travis Flint stated that all of the local churches had been invited to participate. Everyone would meet at the Aquatic Center at 8:30 a.m. The City would provide juice and doughnuts. Participants would be assigned to various projects. Between 11:00 and 11:30 a.m. everyone would meet back at the Aquatic Center for lunch and swimming. Lunch would be provided by the churches.

8. PUBLIC COMMENTS

Mark Molesky, 2003 West 5200 South, suggested that the cost of a new fire truck be offset by selling the old one. There were many countries that used older equipment. There might be a community willing to purchase the City's older vehicle. He did not feel a new basketball court at the Complex was a needed renovation. He could build a new house for what a new court would cost. He felt that expense would be wasteful.

Travis Flint stated that the basketball court was just \$95,000 of the \$200,000 budgeted for capital improvements to the Complex.

Mr. Molesky felt the NBA might be willing to donate an older court to the City. He walked a lot around the community. He noticed that during the winter snow plows were out when there was less than one inch of snow. He felt that was wasteful. Snow plows should wait until there was a little more snow. He suggested that the City sent a letter to Weber School District informing them that the Complex was closed to them as they were unwilling to help with expenses.

Mayor Cragun felt the City's snow plows did the best job they could.

Niven Turner, 2108 West 5700 South, appreciated what the City Council did. They had a thankless job. He disagreed with the percentage of the tax increase. The Council had witnessed tonight what was wrong with the country. In a city with over 38,000 residents, only a handful of people had attended a hearing about a tax increase. Apathy was the biggest problem. He was all for voting on issues, but voter turnout was pathetic. If the City could not get residents' attention with money, it could not reach them. Most civil servants were taken for granted.

Mark Forsythe, 4211 South 2700 West, stated that he was a brand new resident. He could have lived anywhere he wanted. He was in the military and looked at houses from Tooele to Ogden. He liked living in Roy. He understood that his comments would not change anything, but appreciated Councilman Dandoy's vote on the tax increase.

9. MAYOR AND COUNCIL REPORTS

Mayor Cragun expressed his appreciation to the Council members for their efforts. The tax increase had not been an easy decision. The City Council had been frugal and very protective of the City's money. He appreciated the efforts of Andy Blackburn and the staff in preparing the budget.

Mayor Cragun announced that the City would have a new City Manager on September 6th.

Mayor Cragun reported that Roy Days 2016 had been very successful. All of the comments he had heard were very positive. He complimented Councilman Tafoya on his work. Councilman Tafoya stated that the successful Roy Days event was the result of Travis Flint and his staff, Ross Oliver and Public Works, and the administrative staff doing their jobs. He felt Roy Days was a celebration of who Roy was. It was his favorite holiday.

Councilwoman Becraft stated that on September 24th, the Arts Council would be sponsoring arts and crafts in conjunction with the Farmer's Market.

Andy Blackburn stated that Councilman Hilton asked him to report on Weber School District's Cone Project. The project needed a letter from Roy City detailing the City's support of the Boys and Girls Club. If the Council did not have an objection, he would prepare letter. The Council directed Mr. Blackburn to prepare the needed letter.

Councilman Tafoya stated that Mike Puzey, the Roy High School Athletic Director, had asked that the City Council hold its annual dinner for the football team on Wednesday, September 14th at 6:00 p.m. Councilman Tafoya asked that the Council meeting at 4:30 p.m. to begin preparing the dinner.

10. ADJOURN

Councilwoman Yeoman moved to adjourn at 8:05 p.m. Councilwoman Becraft seconded the motion. Council members Becraft, Dandoy, Tafoya, and Yeoman voted "aye".

Attest:

Willard Cragun
Mayor

Amy Mortenson
Recorder

OATH OF OFFICE
STATE OF UTAH

I, Jay Baughman, *having been appointed to the office of*
Print Name

City Manager

*do solemnly swear or affirm that I will support, obey and defend the
Constitution of the United States and the Constitution of this State, and
that I will discharge the duties of my office with fidelity.*

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th *day of* September, 2016

*Person Administering Oath

City Recorder

Title

*Utah Code § 78B-1-142: "Every court, every judge, clerk and deputy clerk of any court, every justice, every notary public, and every officer or person authorized to take testimony in any action or proceeding, or to decide upon evidence, has the power to administer oaths or affirmations."

OATH OF OFFICE
STATE OF UTAH

I, Andrew Blackburn, *having been appointed to the office of*
Print Name

City Attorney

*do solemnly swear or affirm that I will support, obey and defend the
Constitution of the United States and the Constitution of this State, and
that I will discharge the duties of my office with fidelity.*

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th day of September, 2016

*Person Administering Oath

City Recorder

Title

*Utah Code § 78B-1-142: "Every court, every judge, clerk and deputy clerk of any court, every justice, every notary public, and every officer or person authorized to take testimony in any action or proceeding, or to decide upon evidence, has the power to administer oaths or affirmations."

File oath by sending to: Oath of Office, Utah State Archives, 346 Rio Grande, Salt Lake City, UT, 84101

Resolution No. 16-40

**A Resolution of the Roy City Council
Approving an Agreement between Roy City Corporation and Marsh Construction
for the 4975 South Curb, Gutter and Sidewalk Project**

Whereas, a Request for Proposals for the 4975 South Curb, Gutter and Sidewalk Project was advertised; and

Whereas, Marsh Construction was the lowest responsive, responsible bidder; and

Whereas, the Roy City Council desires to enter into an Agreement with Marsh Construction, and

Whereas, the Agreement sets forth the respective rights and responsibilities of the Parties regarding the 4975 South Curb, Gutter and Sidewalk Project.

Now, therefore, be it resolved by the Roy City Council that the Mayor is authorized to execute the Agreement with Marsh Construction.

Passed this 6th day of September, 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	_____	_____	_____	_____



Memorandum

To: Ross Oliver, Public Works Director
Roy City Corporation

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

Date: August 31, 2016

Subject: **4975 South Street Curb, Gutter & Sidewalk Project**

In response to our Advertisement for Bid for the subject project, bids were received at 2:00 p.m. on August 30, 2016, at the Roy City Public Works Office. Two contractors responded with bids of \$98,815.50 and \$123,150.00. The engineer's estimate was \$120,000.00. We recommend awarding the contract to **Marsh Construction** for the amount of **\$98,815.50**.

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
4. Performance Bond
5. Payment Bond

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

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **ROY CITY CORPORATION** (hereinafter called OWNER) and **Marsh Construction** (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 constructing curb & gutter, sidewalk along 600 feet of an existing Roy City roadway.

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:

4975 SOUTH STREET CURB, GUTTER & SIDEWALK PROJECT

ARTICLE 3- ENGINEER

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

ARTICLE 4- CONTRACT TIMES

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

4.02 *Dates for Completion and Final Payment:* The Work will be completed within **30** days following **Notice to Proceed**.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5- CONTRACT PRICE

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

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

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization:	1	L.S.	\$3,600.00	\$3,600.00
2	Traffic Control and Pedestrian Barricades:	1	L.S.	\$1,500.00	\$1,500.00
3	Remove Existing Asphalt Pavement:	23,700	S.F.	\$0.48	\$11,376.00
4	Remove Existing Concrete Sidewalk and Drive Approaches:	5,400	S.F.	\$1.00	\$5,400.00
5	Remove Existing Curb and Gutter:	1,550	L.F.	\$5.30	\$8,215.00
6	Remove Existing Concrete Waterway:	180	S.F.	\$7.50	\$1,350.00
7	Remove Existing Catch Basin:	1	Each	\$1,050.00	\$1,050.00
8	Untreated Base Course Material:	400	Tons	\$19.00	\$7,600.00
9	Curb and Gutter:	1,550	L.F.	\$12.00	\$18,600.00
10	Sidewalk (4" Thick Concrete):	3,150	S.F.	\$3.05	\$9,607.50
11	Drive Approach (6" Thick Concrete):	2,350	S.F.	\$4.20	\$9,870.00
12	Pedestrian Ramp:	4	Each	\$700.00	\$2,800.00
13	6' Wide Concrete Waterway and Drainage Agent:	260	S.F.	\$9.70	\$2,522.00
14	2'x3' Catch Basin:	1	Each	\$2,000.00	\$2,000.00
15	Turf Sod and Topsoil:	3,100	S.F.	\$3.25	\$10,075.00
16	Adjust Water Meter Boxes to Grade:	6	Each	\$200.00	\$1,200.00
17	Adjust Secondary Water Valve Boxes to Grade:	6	Each	\$200.00	\$1,200.00
18	Storm Water Pollution Prevention BMPs and Sediment Barriers at Catch Basin	1	L.S.	\$850.00	\$850.00

TOTAL OF ALL UNIT PRICES NINETY-EIGHT THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS AND 50/100 (\$98,815.50).

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.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
1. This Agreement;
 2. Bid Bond;
 3. Performance Bond;
 4. Payment Bond;
 5. General Condition;
 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 Number (N/A);
 10. Exhibits this Agreements;
 1. Notice to Proceed;
 2. CONTRACTOR's Bid;
 3. Documentation submitted by 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.

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, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

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

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

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

OWNER:

CONTRACTOR:

ROY CITY CORPORATION

MARSH CONSTRUCTION

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

NOTICE TO PROCEED

Dated: _____

TO: Marsh Construction

ADDRESS: 325 East 2000 North, North Ogden, UTAH 84414

PROJECT: 4975 South Street Curb, Gutter and Sidewalk Project

You are notified that the Contract Times under the above contract will commence to run on _____
_____. By that date, you are to start performing your obligations under the
Contract Documents. In accordance with Article 4 of the Agreement the date of Completion is _____
_____. Thereafter, liquidated damages will be assessed at the rate of \$200.00
per calendar day.

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 Public Works Inspector, prior
to commencement of construction activities.

Roy City Corporation
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

4975 South Curb, Gutter & Sidewalk Project

Roy City Corporation

Bid Opening Date: August 30, 2016 Time: 2:00 p.m. Place Roy City Public Works Building

	Description	Quantity	Units	Engineer's Estimate		Marsh Construction		Stark Brothers, Inc.			
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Mobilization:	1	L.S.	\$6,000.00	\$6,000.00	\$3,600.00	\$3,600.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00
2	Traffic Control and Pedestrian Barricades:	1	L.S.	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$0.00	\$0.00
3	Remove Existing Asphalt Pavement:	23,700	S.F.	\$0.75	\$17,775.00	\$0.48	\$11,376.00	\$1.00	\$23,700.00	\$0.00	\$0.00
4	Remove Existing Concrete Sidewalk and Drive Approaches:	5,400	S.F.	\$1.00	\$5,400.00	\$1.00	\$5,400.00	\$1.50	\$8,100.00	\$0.00	\$0.00
5	Remove Existing Curb and Gutter:	1,550	L.F.	\$4.50	\$6,975.00	\$5.30	\$8,215.00	\$4.00	\$6,200.00	\$0.00	\$0.00
6	Remove Existing Concrete Waterway:	180	S.F.	\$5.00	\$900.00	\$7.50	\$1,350.00	\$2.00	\$360.00	\$0.00	\$0.00
7	Remove Existing Catch Basin:	1	Each	\$500.00	\$500.00	\$1,050.00	\$1,050.00	\$300.00	\$300.00	\$0.00	\$0.00
8	Untreated Base Course Material:	400	Tons	\$20.00	\$8,000.00	\$19.00	\$7,600.00	\$20.00	\$8,000.00	\$0.00	\$0.00
9	Curb and Gutter:	1,550	L.F.	\$16.00	\$24,800.00	\$12.00	\$18,600.00	\$20.00	\$31,000.00	\$0.00	\$0.00
10	Sidewalk (4" Thick Concrete):	3,150	S.F.	\$4.00	\$12,600.00	\$3.05	\$9,607.50	\$4.50	\$14,175.00	\$0.00	\$0.00
11	Drive Approach (6" Thick Concrete):	2,350	S.F.	\$5.00	\$11,750.00	\$4.20	\$9,870.00	\$5.50	\$12,925.00	\$0.00	\$0.00
12	Pedestrian Ramp:	4	Each	\$800.00	\$3,200.00	\$700.00	\$2,800.00	\$600.00	\$2,400.00	\$0.00	\$0.00
13	6' Wide Concrete Waterway and Drainage Apron:	260	S.F.	\$8.50	\$2,210.00	\$9.70	\$2,522.00	\$9.00	\$2,340.00	\$0.00	\$0.00
14	2'x3' Catch Basin:	1	Each	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00
15	Turf Sod and Topsoil:	3,100	S.F.	\$3.50	\$10,850.00	\$3.25	\$10,075.00	\$2.00	\$6,200.00	\$0.00	\$0.00
16	Adjust Water Meter Boxes to Grade:	6	Each	\$250.00	\$1,500.00	\$200.00	\$1,200.00	\$100.00	\$600.00	\$0.00	\$0.00



4975 South Curb, Gutter & Sidewalk Project

Roy City Corporation

Bid Opening Date: August 30, 2016 Time: 2:00 p.m. Place Roy City Public Works Building

	Description	Quantity	Units	Engineer's Estimate		Marsh Construction		Stark Brothers, Inc.		Unit Price	Amount
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
17	Adjust Secondary Water Valve Boxes to Grade:	6	Each	\$250.00	\$1,500.00	\$200.00	\$1,200.00	\$100.00	\$600.00	\$0.00	\$0.00
18	Storm Water Pollution Prevention BMPs and Sediment Barriers at Catch Basin:	1	L.S.	\$1,040.00	\$1,040.00	\$850.00	\$850.00	\$250.00	\$250.00	\$0.00	\$0.00
TOTAL OF BID ITEMS 1 TO 18:							\$98,815.50		\$123,150.00		\$0.00

Project Engineer
John Bjerregaard

Resolution No. 16-41

**A Resolution of the City of Roy City Council
Declaring Certain Property as Surplus and Authorizing its Sale**

WHEREAS, the Roy City Parks Departments own equipment or property that has exceeded its useful life and no longer serves the needs of the City, a list of which is attached here to as Exhibit “A” and incorporated herein by this reference; and

WHEREAS, the Roy City Parks Department desires the equipment or property to be declared as surplus by the Roy City Council; and

NOW, THEREFORE, the Roy City Council does hereby resolve as follows:

The equipment/property described on the attached Exhibit “A” is declared surplus to the needs of the City. Staff is instructed to sell all items for the best available price or properly dispose of items that it is unable to sell.

Passed and adopted this 6th day of September, 2016.

Willard Cragun, Mayor

Attest:

Amy Mortenson
City Recorder

Councilwoman Becraft

Councilman Dandoy

Councilman Hilton

Councilman Tafoya

Councilwoman Yeoman

“Exhibit A”

Parks Department:

Asset Tag Number 02979

VIN # 4EXEFC18206U004510

Flatbed Trailer TR818 2006