



ROY CITY

Roy City Council Agenda
February 2, 2016 – 6:00p.m.
Roy City Council Chambers
5051 South 1900 West

Moment of Silence and Pledge of Allegiance: Councilmember Becraft

1. Approval of January 19, 2016, City Council Minutes
2. Award of Employee of the Month
3. Discussion of Chicken Ordinance
4. Consideration of Resolution 16-4 Approving an Interlocal Agreement with Second District Juvenile Court for Graffiti Removal Services
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 29th day of January 2016. A copy was also provided to the Standard Examiner and posted on the Roy City Website on the 29th day of January, 2016.

AMY MORTENSON,
ROY CITY RECORDER

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Roy City Council Agenda Information – (801) 774-1020

MINUTES OF THE JANUARY 19, 2016, ROY CITY COUNCIL MEETING

1. Approval of January 5, 2016, minutes
2. Public hearing to amend the Fiscal Year 2016 Budget
3. Consideration of Resolution No. 16-3 approving adjustments to the Fiscal Year 2016 Budget
4. Consideration of a request for a conditional use to allow a tattoo parlor located at 5798 South 1900 West
5. Consideration of amendments to Parking Ordinance
6. City Manager's Report
7. Public comments
8. Mayor and Council reports
9. Adjourn

Minutes of the Roy City Council Meeting held January 19, 2016, at 6:00 p.m. in the City Council Room of the Roy City Municipal Building.

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

The following members were in attendance:

Mayor Willard Cragun	City Manager Andy Blackburn
Councilwoman Marge Becraft	City Attorney Clint Drake
Councilman Bob Dandoy	Secretary Michelle Drago
Councilman Brad Hilton	Youth City Council Garrett MacArthur
Councilman Dave Tafoya	
Councilwoman Karlene Yeoman	

Also present were: Cathy Spencer, Management Services Director; Ross Oliver, Public Works Director; Jason Poulsen, Fire Chief; Carl Merino, Police Chief; Steve Parkinson, Planner; Jason Kunzler; Greg Sagen; Sae Matsuo; Nathan Norlem; Gordon Barrow; Parker Jones; Connor Evans; Harrison Calder; Gene Collins; Jordan Clark; Ernesto Castro; Selene Frias; Mike McKay; Ryan Norman; Dallas Mason; Elizabeth Brown; and Allan Karras.

Moment of Silence: Councilwoman Yeoman

Pledge of Allegiance: Councilwoman Yeoman

1. APPROVAL OF JANUARY 5, 2015, MINUTES

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

2. PUBLIC HEARING TO AMEND THE FISCAL YEAR 2016 BUDGET

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

Cathy Spencer, Management Services Director, stated that the bulk of the budget adjustments dealt with wages and Roy Days. A lot of overtime associated with Roy Days wasn't budgeted. There had been some personnel changes, and there was an adjustment for increased wages in the Police Department. A number of capital projects needed to be rebudgeted as the City was still working on them. A few line items had been adjusted because expenditures for Roy Days were higher than anticipated. Grants for the Police and Fire Departments had to be accounted for. The Police Department had been lucky to receive a number of grants that would be used to purchase body cameras for police officers and the server to store the data. A training budget had been

added for Animal Services, and the Fire Department's professional fees for billing and collecting ambulance fees had been increased.

Councilman Tafoya asked how the adjustments would affect the General Fund's fund balance. Ms. Spencer said the budget adjustments in the General Fund had resulted in an increased draw from fund balance of \$50,330.46.

Councilman Hilton asked if the capital projects were budgeted last year and not completed yet. Ms. Spencer said that was correct. The budget would carry over the funds which had not been spent.

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

Councilman Hilton moved to close the public hearing at 6:05 p.m. Councilwoman Yeoman seconded the motion. Council members Becraft, Dandoy, Hilton, Tafoya, and Yeoman voted "aye." The motion carried.

3. CONSIDERATION OF RESOLUTION NO. 16-3 APPROVING ADJUSTMENTS TO THE FISCAL YEAR 2016 BUDGET

Councilman Tafoya moved to approve Resolution No. 16-3 approving adjustments to the Fiscal Year 2016 Budget. Councilwoman Yeoman seconded the motion. A roll call vote was taken: Council members Dandoy, Tafoya, Yeoman, Becraft, and Hilton voted "aye." The motion carried. (Copy filed for record).

Mayor Cragun stated that the increased wages for the Police Department would go into effect on January 23rd. The increase would be reflected in the first pay period in February.

4. CONSIDERATION OF A REQUEST FOR APPROVAL OF A CONDITIONAL USE TO ALLOW A TATTOO PARLOR LOCATED AT 5798 SOUTH 1900 WEST

Steve Parkinson, Planner, stated that the City had received a request for approval of a conditional use to allow a tattoo parlor located at 5798 South 1900 West. The Planning Commission held a public hearing on January 12th. There weren't any public comments or concerns.

Mr. Parkinson stated that the Zoning Ordinance capped this use category at one per 10,000 residents. Roy City's estimated population as of July 1, 2014, was 37,877. At this time, the population only allowed three such businesses. There were currently two other tattoo parlors in Roy. This would be the third. The location also complied with the spacing requirement. There wasn't another tattoo parlor within 600 feet of the proposed location. The staff and Planning Commission recommended that the conditional use be approved based on the staff's findings and subject to the recommended conditions.

Councilman Dandoy asked if the current population was based on the last ten year census. Mr. Parkinson said it was based on the July 1, 2014, estimate. The estimates were usually pretty close. The 2015 estimate would not be available for another few months.

Councilwoman Tafoya moved to approve a conditional use for a tattoo parlor located at 5798 South 1900 West based on the staff's findings and the conditions recommended by the staff and Planning Commission. Councilman Dandoy seconded the motion. Council members Becraft, Dandoy, Hilton, Tafoya, and Yeoman voted "aye." The motion carried.

5. CONSIDERATION OF AMENDMENTS TO PARKING ORDINANCE

Mayor Cragun asked that this item be tabled until the next meeting.

6. CITY MANAGER'S REPORT

Andy Blackburn, City Manager, reported that:

- Local Officials Day for the 2016 State Legislative Session would be held on Monday, January 27th. He asked that any Council members planning to attend RSVP with Amy Mortenson by Thursday, January 21st.
- There had been inquiries about whether Roy City had an Arts Council. Unless the Council objected, he planned to set one up. If any Council members were interested in being part of the Arts Council they could contact him. Councilman Dandoy asked if the Arts Council was in conjunction with the new Weber County Library. Mr. Blackburn said there would be some conjunction, but requests for the Arts Council predated the library.
- Last week, Roy City was contacted by Weber County about submitting grant applications to the Wasatch Front Regional Council for the General Plan and transportation. There was about \$50,000 available. Roy City's match would be \$2,500. The City submitted three grant applications. The multiple applications actually looked better than one. Mr. Blackburn felt it was likely the City would receive the grant funding. It was nice that Weber County invited the City to submit an application. Mayor Cragun stated that Weber County approached the City. He knew of other cities in the County that had benefitted tremendously from these grants. The grants helped the cities formulate plans for development. He felt it would be money well spent. He highly recommended that the City Council endorse the concept.
- Last week there had been concern about discolored water in the Foxglen area. The test results came back today; all were clear. Councilwoman Yeoman stated that Ed Sorenson, Water Superintendent was very responsive.
- Reminded the City Council about the joint work session with the Planning Commission on Tuesday, January 27th at 6:30 p.m. in the City's Multipurpose Room. In addition to discussing future land uses, the staff wanted to discuss the

dumpster issue and possibly the chicken ordinance. Councilman Hilton also wanted to discuss the City's website.

7. PUBLIC COMMENTS

There were none.

8. MAYOR AND COUNCIL REPORTS

Mayor Cragun stated that there were grant funds available through Weber County. Andy Blackburn had spoken with Doug Larsen from Weber County's Economic Development. Weber County was going to allow Roy City access to their Economic Development Department to help with the City's economic development efforts. He felt Weber County was becoming more cooperative about working with cities.

Councilwoman Becraft stated that the Youth City Council members were invited to participate in the Local Officials Day. So far two members were planning to attend. Mrs. Beeli would be their chaperone for the day.

Councilman Dandoy stated that he had given the Finance Department three pages of questions. The staff had provided him with great answers.

9. ADJOURN

Councilwoman Becraft moved to adjourn at 6:20 p.m. Councilman Tafoya seconded the motion. Council members Becraft, Dandoy, Hilton, Tafoya, and Yeoman voted "aye." The motion carried.

Attest:

Willard Cragun
Mayor

Amy Mortenson
Recorder

City Manager,

Andy Blackburn

This is an Employee of Month letter of recommendation for your consideration for "B" shifts outstanding efforts and willingness to share the holiday spirit of Christmas for a Roy Family in need. On Monday, December 7th, 2015 Captain Heslop's crew responded to this residence on a smell of smoke. On arrival and making contact with the homeowner they went inside to investigate and find the source. Upon their observance, they noticed 4 small kids in the home. The Fire Fighters found the source to be the clothes dryer. They vented the home by way of kid's bedroom windows for natural ventilation. They started to notice that this single parent was struggling to make ends meet. The kids had very little bedding, a few articles of clothing on floors because they had no dressers, no Christmas tree and very little furniture.

On Wednesday, December 9th, they came to me and explained what they had seen and what they wanted to do for this family for Christmas. The Firefighters went to various local stores and came back with the following items to give to this family;

- Gift cards to Harmons totaling \$50
- Vacuum
- Pots and Pans
- Christmas tree and all the ornaments
- Clothes, shoes and coats
- Blankets, pillows and sheets
- All the Firefighters emptied their own pockets and came up with \$150 cash
- Dinner bought and paid for by one of the Fire Fighters

This to me shows the kind of employees we have here in Roy City and I am truly grateful for "B" shifts efforts to think about others in a time of need and to share what the true meaning of Christmas really is.

Resolution No. 16-4

**A Resolution of the Roy City Council
Approving an Interlocal Cooperation Agreement for Graffiti Removal Services between
Second District Juvenile Court and Roy City**

WHEREAS, Utah Code Ann. §11-13-101 et. seq., permits governmental entities to enter into cooperation agreements with each other; and

WHEREAS, Roy City recognizes the importance and need for joint cooperation with local entities to provide and receive services from neighboring communities which is a necessary and needed service to the City and surrounding communities; and

WHEREAS, Roy City wishes to, and recognizes the importance of, participating in any efforts designed to jointly help each other; and

WHEREAS, the Roy City Council has fully reviewed the attached Interlocal Agreement between Second District Juvenile Court and Roy City and agrees to all the terms and conditions contained therein; and

NOW THEREFORE, the Roy City Council hereby approves the attached Interlocal Agreement (attached hereto and incorporated by this reference) as written and authorizes the Mayor of Roy City to execute this Agreement on behalf of the City.

Passed this 2nd day of February, 2016.

Willard Cragun
Mayor

Attest:

Amy Mortenson
City Recorder

Voting:

Councilmember Marge Becraft _____
Councilmember John Cordova _____
Councilmember Brad Hilton _____
Councilmember Dave Tafoya _____
Councilmember Karlene Yeoman _____

COMMUNITY PARTNER COOPERATIVE AGREEMENT

This agreement is dated as of _____, and is between ROY CITY (the "City") and the UTAH STATE SECOND DISTRICT JUVENILE COURT (the "Court").

This contract is made in reference to the following facts:

The Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code 1953 as amended authorizes public agencies of the State of Utah, including courts, counties, and cities to enter into agreements with one another in order to exercise their powers, privileges, and authority on a joint, cooperative basis.

The City is authorized to assist in the protection of persons and property, to remove nuisances existing in public places, and to enforce laws relating to the suppression of offenses.

The City has noticed the existence of vandalism, graffiti, and a need for upkeep of public places, and is aware that timely remediation of these situations is an effective deterrent to crimes and nuisances.

The City wishes to contract with and authorize the Court to remove graffiti, repair vandalism, and to perform other public service activities for the City and the City property owners.

The Court has an established community service work program, administered and staffed by Court personnel and by volunteer and Court-ordered community service workers.

The Court and the City both wish to provide effective graffiti removal, vandalism repair, and public space improvement services to the City and to its property owners without either being subordinate to the other, without substantial additional program infrastructure cost or investment, and without removing the City's responsibility of investigation, documentation, and prosecution of any criminal offenses.

The parties therefore agree as follows:

1. Period and Termination

(a) Period. This agreement is for the time period from the agreement date above through June 30, 2016, when the agreement will automatically terminate.

(b) Voluntary Termination. Either party may, upon written notice to the other party, terminate the agreement at any time. The City shall pay the Court for all services rendered prior to the termination date.

- (c) Completion Termination. If the Court has provided, and the City has paid for, service that has reached the period cost limit designated in paragraph 3(e) and the parties do not increase the period cost limit in accordance with paragraph 3(e), this agreement is terminated by completion.

2. Duties of the Court

- (a) Tasks. The Court agrees to provide graffiti removal, vandalism repair, or other public-service activity for the City and on behalf of the City for owners of property within the City. The Court will provide this work until termination of the agreement in accordance with paragraph 1 of this agreement.
- (b) Beginning a Task. The Court agrees to begin a graffiti removal, vandalism repair, or other public service activity within one week of the City submitting a Service Needed Report to the Court's service work crew program supervisors. The Court begins a project by seeking waivers of liability, creating an estimate of cost if one is requested by the City, or any other substantive action towards the completion of the project. A blank copy of the Service Needed Report is attached to this agreement as **Exhibit A**. If the Court is unable to begin service within one week of receiving the Service Needed Report, the Court agrees to inform the City of the delay at the earliest opportunity.
- (c) Waiver of Liability Required. The Court requires owners of property within the City to agree to and sign a Waiver of Liability prior to the Court performing any graffiti removal, vandalism repair, or other activity under this agreement that is performed upon the personal or real property of the property owner. A copy of the signed waiver will be kept by the Court and available to the City upon request. The Court agrees to work with the City, if needed, to obtain the signed waiver. The Court will not perform any work unless and until the waiver is fully executed. A blank copy of the Waiver of Liability is attached to this agreement as **Exhibit B**.
- (d) Notification of Completion. The Court agrees to notify the City through the service work crew program staff or supervisors by email or telephone within one week when a graffiti removal, vandalism repair, or public space service activity has been completed under this agreement.
- (e) Billing Statement. The Court agrees to send a monthly Account and Billing Statement to the City on the first week of each month of the agreement period. This statement will reflect the amount of work performed under this agreement for the previous month and the amount due by the City to the Court for that work, as well as

any arrearage or credit. A blank copy of the Account and Billing Statement is attached to this agreement as **Exhibit C**.

- (f) Notification of Funding Limit. The Court agrees to inform the City should the annual amount of work performed by the Court under this agreement reach the maximum period cost designated in paragraph 3(e) prior to the end of the agreement term or termination. The Court will not charge the City for work performed in excess of the term cost limit set in paragraph 3(e) unless the maximum period cost has been increased in accordance with that same paragraph.

3. Duties of the City

- (a) Designation of the Court. The City hereby designates the Court as the graffiti removal and clean-up organization whose services are offered to owners of property within the City, including the City itself. Any recoupment from private insurance providers for the cost of graffiti removal, vandalism repair, or other project performed by the Court under this contract is solely the responsibility of the City.
- (b) Requesting Court Performance. The City agrees to submit to the Court a Service Needed Report, attached as **Exhibit A**, when it desires Court activity to be performed under this agreement. This report can be submitted either in writing, by email, or by telephone, as directed by **Exhibit A**.
- (c) Waiver of Liability Collection. The City agrees to work with the Court, when necessary, to obtain Waivers of Liability through action by City employees, including the City police department.
- (d) Monthly Payment. In consideration for the Court's services, the City agrees to pay the Court the amount indicated as due on the monthly billing statement within 30 days of receiving the Account and Billing Statement, attached as **Exhibit C**. Checks should be made out to "*The Second District Juvenile Court*." If the City account becomes past due, the Court may elect to discontinue additional work under this agreement until the City has paid in full for work already done by the Court to that point.
- (e) Maximum Period Cost. The City is not responsible to pay the Court for work performed under this agreement in total excess of \$ 1,000.00 for the term of the agreement. If this amount is met and paid by the City to the Court prior to the termination of this agreement, the City may, with written notice to the Court, request to increase the amount of the maximum period cost for the remainder of the agreement period. If the Court agrees to the increase through written notice to the

City, the maximum period cost is increased to the agreed-upon amount and the City agrees to pay the Court for work performed up to the new maximum period cost.

4. Miscellaneous

- (a) Rate of Labor. The cost to the City of the on-site Court service work crew performed under this agreement will be calculated at \$40.00 for work up to the first hour, then \$20.00 for each 30 minutes of work completed after the first hour, per crew. Crews generally consist of six to eight youth volunteers and one or two deputy probation officers. The cost of materials and supplies needed to complete the project will be the responsibility of the Court and not passed on or billed to the City.
- (b) Joint Personal or Real Property. The City and the Court agree that there will be no joint personal or real property to be acquired, held, or disposed of as part of this agreement. Any equipment donated to the Court by the City will be returned to the City if not used and any materials or equipment acquired by the Court from sources other than the City for the purposes of this agreement that remain unused by the Court will remain property of the Court.
- (c) Separate Budget. This agreement and the actions performed under it shall not receive separate financing nor shall a separate budget be required by either party.
- (d) Separate Entity. No separate entity is created by this agreement.
- (e) Indemnification. The City shall have no responsibility for the actions of the Court personnel and/or volunteers who perform services in the City under this agreement. The Court shall indemnify and save harmless the City, its officers, and employees from all suits, actions, or claims of any kind brought about because of any injuries or damage received or sustained by any person or property on account of the negligent operations of the Court or on account of or in consequence of any act or omission, neglect, or misconduct of Court personnel or volunteers. The City shall indemnify and save harmless the Court, its officers, employees, and volunteers from all suits, actions, or claims of any kind brought about because of any act or omission, neglect, or misconduct of City personnel, officers, employees, and representatives. By entering into this agreement, neither the Court nor the City waives their respective protections and immunities granted under the Utah Government Immunity Act, Utah Code section 63G-7-101.
- (f) Writing Requirement. This agreement embodies the entire agreement between the parties and shall not be altered except in writing signed by both parties.

(g) Governing Law. This agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

(h) Authorization. The individuals executing this agreement on behalf of the Court and the City verify that they are authorized to enter into this agreement on behalf of the Court or the City.

(i) Copy of Agreement. During the period this agreement is in force, both the City and the Court agree to keep a copy filed with their respective official keeper of records.

(j) Addresses. All notices required under this agreement shall be delivered to the following addresses:

UTAH SECOND DISTRICT JUVENILE COURT
444 26TH STREET
OGDEN, UTAH 84401
801.628.1063

City Authorized Signatures

Court Authorized Signatures

Name: _____

Name: _____

Title: _____

Title: _____

Name: _____

Name: _____

Title: _____

Title: _____

Approved as to Form

Name: _____

Name: _____

City Attorney

Title: _____

Exhibit A

SERVICE NEEDED REPORT

SECOND DISTRICT JUVENILE COURT

COMMUNITY SERVICE TEAM

Community Service Team Supervisor:
Matt Tucker 801-920-3606 mattt@utcourts.gov

Graffiti Hotline: 801-629-8752

Site Address: _____ **City:** _____

Location Details: _____

Person Making Request: _____ **Date:** _____

Position: _____ **Organization:** _____

Tasks Requested:

Time Sensitive? _____ **Needed Completion Date:** _____

Reason for Time Sensitivity: _____

OFFICE USE ONLY

Date Received: _____	Estimated Hours Needed _____
Date Completed: _____	Assigned DPO: _____

**WAIVER OF LIABILITY FORM
SECOND DISTRICT JUVENILE COURT
COMMUNITY SERVICE GRAFFITI REMOVAL**

Please Complete the Following Form and Return it to Court or City Personnel :

Name of the Property Owner or Manager: _____

Phone Number: _____

Email Address: _____

Address of Graffiti/Service Need: _____

Is this Property an Historic Building? _____

Graffiti removal may require various types of removal efforts. Please indicate if you object to and do not wish any of the following method to be used. Please understand that limiting the removal options may reduce the effectiveness of the graffiti removal:

- Chemicals Pressure Wash Paint
- Other; Please Explain: _____

This Waiver of Liability Form is to address an individual graffiti remediation event, which may require a single or multiple visits. This waiver expires upon the completion of that remediation event. Should a new graffiti removal need arise, a new Waiver of Liability Form must be completed.

Please Read the Following Before Signing

I, the owner or manager of the property above, having legal responsibility for the above property, request and authorize the Second District Juvenile Court Community Service graffiti Removal Team to remove, clean, and otherwise mitigate any graffiti on this property in any manner that i have not limited in this document. I understand that I may provide matching paint to cover the graffiti, and that if I do not provide matching paint and do not object to the use of paint, the Graffiti Removal Team may use the paint in their inventory that matches the closest with the surface. I will not be held responsible for the cost of paint used that I did not provide to the removal team.

I am aware that I have the final determination as to which of the available methods may be used to remove graffiti from my property and that I am encouraged, but not required, to be on location to supervise the removal process.

I understand that the results of the graffiti removal process are not guaranteed by the City or by the Juvenile Court. I understand that the removal process may not entirely remove all traces of graffiti due to permanent chemical damage and alterations caused by the graffiti. I am aware that some graffiti residue and trace may remain and that high pressure or chemical cleaning methods may have some impact on the surfaces being cleaned.

Graffiti Removal Team supervisors will always accompany the removal team and are well-trained and careful to reduce impact or damage caused by the graffiti removal process, However, as in any project of this type, I am aware that in spite of the care of the removal team, some impact may occur to the property and plant life proximate to the removal site due to spills, overspray, difficult to reach areas, or other challenges.

In the event of accidental damage related to the graffiti removal process, I take full responsibility for the damages and related costs for cleanup or repair and indemnify the City, its officers, and employes as well as the Court, its officers, and employees from all suits, actions, and claims or any kind brought about because of any injuries or damage sustained by any person or property on account of any negligent operations of the Community Service Removal Team or in consequence of any act or omission, neglect, or misconduct of City or Court personnel or volunteers.

Signature of Property Owner/ Manager

Title / Association with Property

Date

INVOICE

Second District Juvenile Court

165 20th Street
 Ogden, Utah 84401
 801-334-4777
sherik@utcourts.gov

STATEMENT NO. 1234 -
 INVOICE DATE August 14, 2015
 CUSTOMER ID YR CTY

BILL TO

Your City
 Corner of State and Main
 Your City, Utah
 Your Phone Number

COMMENTS

DATE OF SERVICE	LOCATION OF SERVICE			HOURS WORKED	INVOICE AMOUNT
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	INVOICE AMOUNT

Credits/Debits	
Statement #	1234 -
Credit to date	
Amount Due	
<i>Please Pay the Amount Due</i>	

Make all checks payable to Second District Juvenile Court
THANK YOU FOR YOUR BUSINESS!