



ROY CITY

Roy City Council Agenda
March 3, 2015 – 6:00p.m.
Roy City Council Chambers
5051 South 1900 West

Moment of Silence and Pledge of Allegiance: Councilmember Tafoya

1. Approval of February 17, 2015 City Council Minutes
2. Swearing in of Roy City Police Chief
3. Consideration of Resolution No. 1065 Creating a Roy City Youth Council
4. Swearing in of Roy City Youth Council Members
5. Consideration of a Landscape Maintenance Agreement by and between Roy City Corporation and Utah Department of Transportation – Roy City Contract No. 2015-1
6. Request for Approval of an Alcoholic Beverage License for 7-Eleven Store #25789 C, Located at 4410 South 1900 West
7. City Managers Report
8. Public Comments
9. Mayor and Council Report
10. 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 27th day of February, 2015. A copy was also provided to the Standard Examiner and posted on the Roy City Website on the 27th day of February, 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 FEBRUARY 17, 2015, ROY CITY COUNCIL MEETING

1. Approval of the February 3, 2015, minutes
2. Public hearing to amend the Fiscal Year 2015 Budget
3. Presentation by Weber County Elections Officer regarding voting-by-mail
4. City Manager's report
5. Public comments
6. Mayor and Council reports
7. Motion to hold a closed meeting to discuss the character, professional competence, or physical or mental health of an individual
8. Closed meeting
9. Adjourn

Minutes of the Roy City Council Meeting held February 17, 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
Councilwoman Marge Becraft
Councilman John Cordova
Councilman Brad Hilton
Councilman Dave Tafoya
Councilwoman Karlene Yeoman

City Manager Andy Blackburn
City Attorney Clint Drake
Secretary Michelle Drago

Also present were: Cathy Spencer, Management Services Director; Jason Poulsen, Fire Chief; D. L. Thurman; Jane Thurman; Danny Hammon; Greg Sagen; Gary Emp; Aimee Dimick; Ruayne Freeman; Danielle C., Kamri Spinden; Austin Cox; Karch Denney; Saune Toutai; Brittany Slage; Cody Hansen; Rick Davis; David Webb; Amy Webb; B. Argyle; Maryann Reed; Rachel Trotter; Jennifer Morrell; and Boy Scout Troop 186.

Moment of Silence: Councilman Cordova

Pledge of Allegiance: Boy Scout Troop 186

1. APPROVAL OF THE FEBRUARY 3, 2015, MINUTES

Councilman Hilton moved to approve the minutes of February 3, 2015, as written. Councilwoman Tafoya seconded the motion. Council members Becraft, Cordova, Hilton, Tafoya, and Yeoman voted “aye.” The motion carried.

2. PUBLIC HEARING TO AMEND THE FISCAL YEAR 2015 BUDGET

Councilman Tafoya moved to open the public hearing at 6:04 p.m. Councilman Cordova seconded the motion. Council members Becraft, Cordova, Hilton, Tafoya, and Yeoman voted “aye.” The motion carried.

Cathy Spencer, Management Services Director, stated that the administration was proposing a few budget adjustment; most dealt with personnel. Several employees had retired or planned to retire before the end of the fiscal year. Adjustments were being proposed to allow for funding of the benefits paid out at retirement. A total of \$207,953 was spread between Administration, Legal, Police, and Finance for the transition of employees. A new firefighter had been added to the Fire Department with a total cost of \$25,000 for the rest of the year. When the FY2015 budget was originally approved, funding for the merits and COLA's was placed in the Finance Department. The proposed budget adjustments included allocating those funds out to the individual departments. The General Fund allocation was \$288,099. The budget adjustments

included the cost of upgrading the HVAC systems in the Police Department, Justice Court, and the old Senior Center for a total cost of \$167,200. Ms. Spencer said revenue sources had been adjusted to cover personnel costs and the HVAC system. In some cases, revenue was adjusted down, such as franchise fees. They had been adjusted down due to the very mild winter. In total, revenue was adjusted upward by \$261,335. An additional \$133,801 was needed from fund balance to cover the budget adjustments. She asked that the Council approve Resolution No. 1064 approving the outlined adjustments to the FY2015 budget.

Councilman Hilton asked if retirement costs were one-time expenses. Ms. Spencer said they were.

Mayor Cragun asked what retirement costs consisted of. Ms. Spencer said retirement costs included payment for benefits, such as accrued sick leave and vacation, and in some cases severance pay.

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

Councilman Tafoya moved to close the public hearing at 6:07 p.m. Councilman Hilton seconded the motion. Council members Becraft, Cordova, Hilton, Tafoya, and Yeoman voted “aye.” The motion carried.

Councilman Cordova moved to approve Resolution No. 1064 approving adjustments to the FY2015 budget. Councilwoman Yeoman voted “aye.” The motion carried. A roll call vote was taken: Council members Tafoya, Becraft, Cordova, Yeoman, and Hilton voted “aye.” The motion carried. (Copy filed for record).

3. PRESENTATION BY WEBER COUNTY ELECTIONS OFFICE

Jennifer Morrell, Weber County Elections Office, stated that Ogden City invited the Weber County Elections Office to make a presentation regarding voting by mail. A number of other cities had asked to hear the presentation. Roy City was fortunate that Amy Mortenson was the Election Official. The County would be submitting costs to her for a traditional election, an election done entirely by mail, and mix of the two. In March, the County would ask the City to approve an interlocal agreement detailing the platform the City wanted to use.

Ms. Morrell said Weber County was moving toward voting by mail and was encouraging cities in the county to move in that direction as well. The County's voting equipment was aging. Voting machines weren't manufactured any longer. The technology was outdated. For instance, it would cost taxpayers \$50,000 to replace the batteries in the machines if she could find them. The County would still have polling places for anyone who wanted to vote traditionally on Election Day. Her goal was to make the voting machines to last until 2020. She hoped that in another five years there would be new technology.

Ms. Morrell stated that the County was also struggling to find buildings that could be used for polling places. They were using some churches, which some citizens had angst about. They could no longer use schools that didn't have a second external entrance due to security issues. Polling places also had to meet strict ADA guidelines. They wanted to keep polling places in the same locations no matter whether it was a municipal election year or a presidential year. Election judges were aging and were required to be able to operate new technology as polling books were now electronic.

Ms. Morrell said for all those reasons the County was considering voting by mail. There was concern about how voting by mail would affect voter turnout. Studies showed there was a greater propensity for increased voter turnout when entities used voting by mail. In 2013, Riverdale saw voter turnout increase from 24% to 48% when it used voting by mail. Davis County used voting by mail for both the primary and general elections and had about 50% voter turnout as well. One demographic that increased with voting by mail was mothers with young children. Voting by mail gave voters more time to study the ballot, look at candidates, and study the issues. Voting by mail was convenient. Voting by mail allowed results to be tabulated quickly on election night. Some were concerned that voting by mail would take away the sense of community. The biggest complaint she received about voting by mail was not receiving an *I Voted* sticker.

Ms. Morrell said whether the Council chose to use voting by mail or voting machines, it needed to be aware that election traditions were changing. The County was already starting to explore voting via the Internet. Whenever there was a change in the way people voted, there was a perceived risk of fraud. When voting machines were first used, some people were sure they could be hacked. The most common type of fraud was actually registration fraud. Oregon had been voting by mail since 2000 with over 24 million votes cast. In all that time, only 13 cases of fraud had been identified.

Ms. Morrell stated that the overall cost of voting by mail was \$4 per vote, which was more than the traditional voting method. Traditional voting was about \$2 per vote cast. However, the higher voter turnout when voting by mail decreased the cost per vote. Voting by mail changed the way candidates campaigned. Ballots were mailed out 30 days prior to Election Day. One-third of the ballots were returned within a few days; one-third trickled in over the 30 days; and one-third was received just prior to Election Day. If the Council decided it wanted to use voting by mail, a polling place would be available at the Municipal Building on Election Day. Utah was a 'no excuse absentee ballot' state. Voters could sign up to receive an absentee ballot if they wanted. They didn't have to be out town. Weber County was doing the best it could to communicate with voters. It was working with Weber State to conduct a survey with tabulated results. They would share the results with Roy City.

Councilman Tafoya asked when the City had to make a decision made about the election. Ms. Morrell said the interlocal agreement would be submitted to Roy City by March 20th. The County asked that the City make a decision within a month. By May,

the County needed to know what the City was planning to do, as they had to order supplies.

Councilman Cordova asked if there were any cities that had voted by mail. Ms. Morrell said Davis County did both their primary and general elections via mail and some other cities in Salt Lake County did as well. Weber County did the special election last June completely by mail, and Riverdale did both of their elections by mail.

Councilwoman Becraft asked what the voter turnout for the special election was. Ms. Morrell said it was 37%. Historically, Weber County averaged 8% to 9%. Weber County was ecstatic about 37%.

Mayor Cragun asked how voting by mail addressed voters in transit; people who moved in and out. Jennifer Morrell said Weber County tried to keep its voter registrations as clean as possible. Ballots were non-forwarding. If a ballot was returned to them, they tried to find out where the voter had moved to.

4. CITY MANAGER'S REPORT

Andy Blackburn stated that the beautification project would start in the next week. It would begin on 5200 South. The City just put a new roof on the West Park baseball tower. UDOT was pouring concrete on Midland Drive. Roy City had some water pipes in Midland Drive that needed to be replaced. Due to the timing of UDOT's project, Roy City planned to use funds for other budgeted projects, to replace the waterlines in Midland Drive now.

Andy Blackburn updated the Council on the Utah State Legislature.

5. PUBLIC COMMENTS

There were none.

6. MAYOR AND COUNCIL REPORTS

Councilman Tafoya stated that the Roy High School girls' basketball team made it to the State play-offs. He wanted to congratulate them on a good year.

Councilman Hilton stated that there would be an dedication and open house on February 20th at 10:00 a.m. at the Roy ER for a new helipad.

Councilwoman Becraft stated that the Roy Youth City Council would be introduced at the first meeting in March. The Youth City Council consisted of students from Roy High School that were interested in learning about government and its process. The youth would shadow the Council members. In the next year, the Youth City Council would visit the Utah Legislature as well. Mayor Cragun thanked Councilwoman Becraft for her efforts to put the Youth Council together.

Mayor Cragun echoed the comments from Councilman Tafoya about Roy High's girls' basketball team. It had been awhile since they had been to the State playoffs. The girls were a credit to the community. He thanked them.

Mayor Cragun said it gave him great pleasure to see the beautification project in downtown Roy starting. It had been a long time coming. As it moved forward, citizens and merchants would be able to see what was being done. It would make an impact on developers as they looked at Roy. He asked the Council and staff to put together a survey with the help of Weber State to find out what the citizens wanted the City to do to improve the services in the City.

Councilman Hilton felt it was worthy to note that Damien Trujillo took State as a wrestler for Roy High School with a record of 41 and 0. He was in the 285 weight bracket. Damien was also on the football team and was an All Stater. Mayor Cragun asked that Councilman Hilton invite Damien to a Council meeting so the Council could recognize him.

7. MOTION TO HOLD A CLOSED MEETING TO DISCUSS THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL

Councilman Tafoya moved to hold a closed meeting in the City Manager's Conference Room at 6:38 p.m. to discuss the character, professional competence, or physical or mental health of an individual. Councilwoman Becraft seconded the motion. A roll call vote was taken: Council members Hilton, Yeoman, Cordova, Tafoya, and Becraft voted "aye." The motion carried.

8. CLOSED MEETING TO DISCUSS THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL

A closed meeting was held in the City Manager's Conference Room from 6:38 to 7:49 p.m. Those in attendance were: Mayor Cragun, Councilwoman Becraft, Councilman John Cordova, Councilman Brad Hilton, Councilman Dave Tafoya, Councilwoman Karlene Yeoman, City Manager Andy Blackburn, and City Attorney Clint Drake.

Councilman Tafoya moved to adjourn the closed meeting at 7:49 p.m. Councilman Cordova seconded the motion. Council members Becraft, Cordova, Hilton, Tafoya, and Yeoman voted "aye." The motion carried.

9. ADJOURN

Councilman Hilton moved to adjourn at 7:49 p.m. Councilwoman Becraft seconded the motion. Council members Becraft, Cordova, Hilton, Tafoya, and Yeoman voted "aye." The motion carried.

Attest:

Willard Cragun
Mayor

Amy Mortenson
Recorder

OATH OF OFFICE
STATE OF UTAH

I, Carl Merino, *having been appointed to the office of*
Print Name

Police Chief

*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 3rd day of March, 2015

*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. 1065
A Resolution of the Roy City Council
Creating a Roy City Youth Council

WHEREAS, the Mayor and City Council have established a goal of improving programs and services for, and the involvement of, youth in the community; and

WHEREAS, in an effort to encourage and facilitate the involvement of youth in the community and as a means to obtain the input of youth concerning youth programs and services, the Mayor and City Council desire to establish the Roy City Youth Council as provided for herein below.

NOW, THEREFORE, be it resolved by the Roy City Council as follows:

The Roy City Youth Council is hereby established in accordance with the following terms and provisions:

1. Youth Council established—Purpose and functions.

The Youth Council of the City of Roy is hereby established. The Youth Council is a leadership development program in which teens in grades 9 through 12 are given an opportunity to advise, recommend, assist, and encourage activities to be undertaken for and with teens in the City. Members selected for the Youth Council will be provided an opportunity to learn and contribute to the community, engage in volunteer activities, network with professionals within the community, undertake leadership and training programs, and implement ideas through practical actions and programs in the community. Youth Council members will participate in, and encourage other teens to participate in, programs and activities in the community; will assist in the creation, development, and implementation of programs and activities for teens in the community; and such other duties and functions as may be assigned by the Mayor or City Council or their designee.

2. Members and terms.

The total membership for the Youth Council shall be determined by the Mayor and City Council on an annual basis. Members of the Youth Council be appointed for a term of one year, which shall coincide with the school year.

4. Eligibility and qualifications.

To be eligible for appointment as a member of the Youth Council, the candidate must meet all of the following requirements:

- (a) be a Roy City resident and attend a public or private school located within the boundaries of Roy City, or be educated in a home instruction program;
- (b) be a student in the 9th through 12th grade at the time of application;
- (c) be able to attend Youth Council meetings and events;

- (d) be motivated and committed to represent the teens of Roy City; and
- (e) file a city application with the City Council or their designee.

5. Selection of Youth Council members.

The Mayor and City Council or their designee are charged with the responsibility of reviewing all applications submitted and choosing such Youth Council members. Nothing in this resolution requires the Mayor and City Council to make any appointments to the Youth Council or to make any specific number of appointments to the Youth Council.

6. Vacancies—Removal.

If vacancies occur, other than by expiration of term, they shall be filled by appointment by the Mayor and City Council for the unexpired portion of the term. Nothing in this resolution requires the Mayor and City Council to fill any vacancy.

7. Duties and Responsibilities.

The Youth Council shall have the duty and responsibility to:

- (a) Evaluate and review problems facing youth in the community;
- (b) Present recommended improvements to the Mayor and City Council;
- (c) Assist in planning youth/recreation activities; and
- (d) Evaluate and advise the Mayor and City Council on issues forwarded to the Youth Council for advice.

Dated this 3rd day of March, 2015

Mayor – Willard Cragun

Attest:

Recorder – Amy Mortenson

	AYE	NAY	ABSTAIN	ABSENT
Councilmember Becraft	_____	_____	_____	_____
Councilmember Cordova	_____	_____	_____	_____
Councilmember Hilton	_____	_____	_____	_____
Councilmember Tafoya	_____	_____	_____	_____
Councilmember Yeoman	_____	_____	_____	_____

OATH OF OFFICE
STATE OF UTAH

I, Garett MacArthur, *having been appointed to the office of*
Print Name

Youth Council

*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 3rd day of March, 20 2015

*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

OATH OF OFFICE
STATE OF UTAH

I, Halley Brown - Garner, *having been appointed to the office of*
Print Name

Youth Council

*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 3rd day of March, 20 2015

*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

OATH OF OFFICE
STATE OF UTAH

I, Nick Johnson, *having been appointed to the office of*
Print Name

Youth Council

*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 3rd day of March, 20 2015

*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

OATH OF OFFICE
STATE OF UTAH

I, Rosalie Beeli, *having been appointed to the office of*
Print Name

Youth Council

*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 3rd day of March, 20 2015

*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

LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2015, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereafter referred to as "**UDOT**" and **ROY CITY CORPORATION OR ITS ASSIGNS**, a Municipal Corporation of the State of Utah, hereinafter referred to as the "**CITY**".

WITNESSETH:

WHEREAS, UDOT has completed reconstruction of SR-26 (Riverdale Road) and SR-126 (1900 West) in Roy, UT referred to as Project # S-0026(22)0 ("Project"); and

WHEREAS, UDOT has right-of-way at the intersection of SR-26 and SR-126 within the boundaries of the **CITY**, in which the **CITY** wishes to maintain landscape features at the expense of the **CITY**; and

WHEREAS, UDOT has agreed to participate in the cost of the landscaping, sewer line cleanout, and a power connection according to the terms herein; and

WHEREAS, the parties hereto desire to enter into an Agreement covering the landscaped portion of said facilities as shown on Sheet 1 of the attached Landscape Plan which by these references is made a part hereof; and

THIS AGREEMENT, is made to set forth the terms and conditions whereunder said work shall be performed.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. **UDOT** will allow the **CITY** access on State right-of-way at the intersection of SR-26 and SR-126 for the sole purpose of maintaining landscape features placed behind the sidewalks and within the raised islands where shown on Sheet 1 (i.e. pruning, replacing plant material, mowing, repair of irrigation facilities, erosion control, and weed control).
2. The **CITY** will provide routine care and maintenance of said facilities within **UDOT** right-of-way as long as work is outside the clear zone. Any work necessary within the clear zone, including but not limited to traffic control, will be allowed only by permit issued by **UDOT** to the **CITY**. The **CITY** will obtain said permit and abide by all conditions for policing and other controls in conformance with **UDOT's** "REGULATIONS FOR THE ACCOMMODATION OF UTILITIES ON FEDERAL-AID AND NON-FEDERAL-AID HIGHWAY RIGHTS-OF-WAY," a copy of which has been furnished to the **CITY** and any supplements or amendments thereto.
3. The **CITY** will establish and maintain any and all landscaping and irrigation systems within the **UDOT** right of way as shown on Sheet 1. If the irrigation system fails to function properly, the **CITY** will repair the system within a reasonable time period. If the plantings fail to survive, the **CITY** will remove, replant and establish new plants. If the plants to be replanted are significantly different from those initially installed, the **CITY** will obtain **UDOT** approval prior to planting. The **CITY** will assume all financial responsibility for the initial and ongoing utility billings for any and all irrigation facilities. The **CITY** accept the responsibility to remove debris, weeds, trash and maintain drainage in these specified areas.
4. Upon completion of construction **UDOT** will remain the owner of the real property on which said landscape facilities are installed and the **CITY** will become the owner of the landscape facilities. The **CITY** will be responsible to repair or restore loss and damage of these improvements as results from vandalism, accident or other loss. The **CITY** will also retain all legal rights to seek fair reimbursement from responsible third parties.

5. Upon execution of this Agreement, the **UDOT** will make a lump sum payment to **ROY CITY** in the amount of \$16,823 dollars based on the following calculation:

Landscaping & Sprinklers	\$12,705
Sewer Line Cleanout	\$3,145
Power Connection	\$973
Total	\$16,823

6. Within 30 days from the date of the execution of this Agreement, the UDOT will make a lump sum payment to **ROY CITY** in the amount of sixteen-thousand, eight-hundred twenty-three dollars and zero cents (\$16,823.00).

TOTAL TO ROY IS \$16,823.00

7. The **CITY** agrees to keep all receipts, contracts, invoices, and documentation related to the expenditure of said funds for a period of three years. **UDOT** reserves the right to audit these records upon 10 days notice to the **CITY** to ensure all funds have been utilized for the purposes outlined in this agreement. **UDOT** is entitled to reimbursement of any funds not shown to have been utilized for said purposes.
8. The terms of this Agreement will be valid until termination is given by one party hereto to the other party at which time this agreement will become null and void. If at such time and if required by **UDOT**, the **CITY** will restore the areas of landscape to **UDOT** standards or pay **UDOT** to do so. The **CITY** understands that if the right-of-way upon which the landscape facilities and plantings are installed is needed for **UDOT's**, purposes, the **UDOT** will utilize the right-of-way including the removal of any landscape facilities or plantings without reimbursement to the **CITY**.
9. **UDOT** and the **CITY** are both governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
10. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.
11. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
12. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.
13. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
14. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts

with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

15. Each party represents that it has the authority to enter into this Agreement.

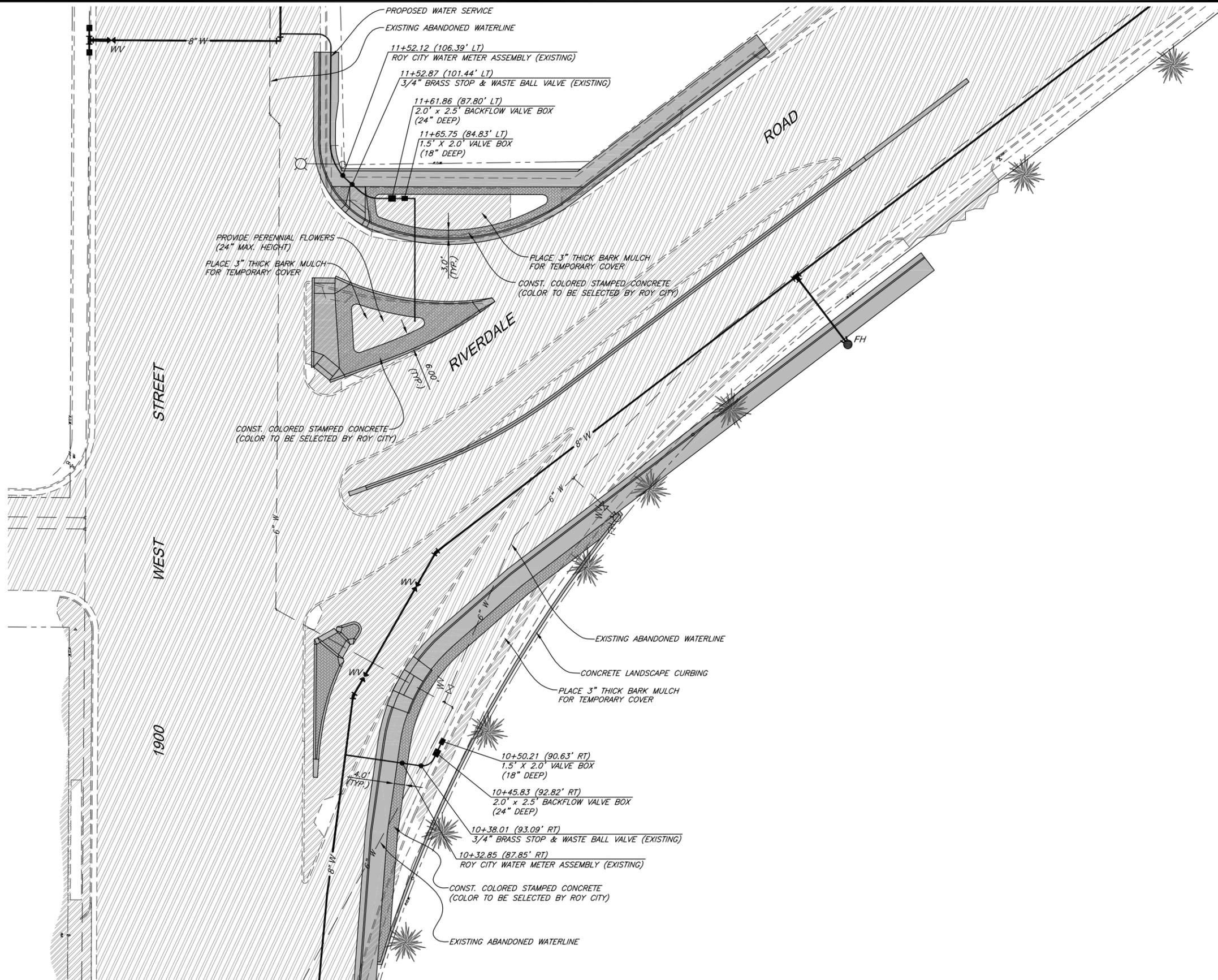
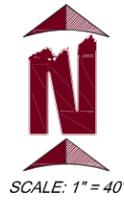
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written:

ATTEST:	ROY CITY CORPORATION , a Municipal Corporation of the State of Utah
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL:	UTAH DEPARTMENT OF TRANSPORTATION
By: _____ REGION LANDSCAPE ARCHITECT	By: _____ REGION DIRECTOR
Date: _____	Date: _____

APPROVED AS TO FORM:	UDOT COMPTROLLER'S OFFICE
The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.	By: _____ CONTRACT ADMINISTRATOR
	Date: _____



1900 WEST STREET & RIVERDALE ROAD

R:\01-RC-1900-STREET\Riverdale Road Landscape\Comp\BASE.dwg 11/26/2013 4:22:03 PM MST

WC **WASATCH CIVIL**
Consulting Engineering
5434 SOUTH FREEWAY PARK DRIVE
RIVERDALE, UTAH 84405 (801) 775-9191

REV	DATE	APPR.

DESIGNED	J.D.B.	DATE	OCT. 10, 2014
DRAWN	C.C.S.	SCALE	1"=40'
CHECKED	M.M.		

ROY CITY CORPORATION

RIVERDALE ROAD REALIGNMENT PROJECT
LANDSCAPE PLAN

SHEET:
1
OF 1 SHEETS

PROJECT ENGINEER STAMP

2015 ALCOHOLIC BEVERAGE LICENSE
 TO BE APPROVED BY THE
 CITY COUNCIL
 On March 3, 2015

<u>LICENSE #</u>	<u>BUSINESS NAME/ ADDRESS</u>	<u>OWNER</u>	<u>CLASSIFICATION</u>	<u>YEAR TO APPROVE</u>
7367	7-Eleven Store # 25789 C 4410 S 1900 W	Anant & Ananya Corp.	Class A Beer	2015

RETAIL LICENSE CLASSIFICATIONS

<u>BEER CLASSIFICATION</u>		<u>LIQUOR CLASSIFICATION</u>	
Class A	Off premises consumption	Class A	Private Club
Class B	On premises consumption - restaurant	Class B	Restaurant
Class C	On premises consumption - tavern	Class C	Temporary
Class D	Temporary license		
Class E	Private club license		

ROY CITY
POLICE DEPARTMENT MEMO



Michael Elliott
Chief of Police

To: Licensing
From: Darin Calcut
Date: February 17, 2015
Subject: Alcoholic Beverage License Applications

I have had the opportunity to review the alcohol license renewals for the following business:

<u>License#</u>	<u>Business Name</u>	<u>Address</u>	<u>License Type</u>
7367	7-Eleven Store #25789C	4410 S 1900 W	Class A Beer

The above listed businesses have been found in compliance with all standards and conduct required for licensing in Roy City. A check of local records on all individuals involved with this business found nothing that would make them ineligible for their license. All aspects of the applications are in harmony with legal practices and positive recommendations are being made.

It is important to note that Employees were only check for local records. Additional checks can be made through BCI when this is required, prior to this review, by city licensing policy and the individuals request this in person at the Roy city Police Records Department.

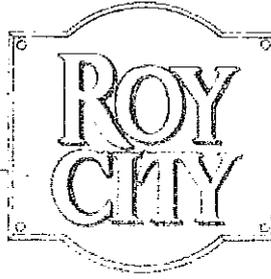
Respectfully,

A handwritten signature in black ink, appearing to read "Darin Calcut".

Darin Calcut
Deputy Chief of Police



FIRE & RESCUE DEPARTMENT
5051 South 1900 West
Roy, Utah 84067



Phone (801) 774-1080
Fax (801) 774-1059

To: Tammy Nelson
From: Deputy Chief Jeff Comeau
Date: 02/19/2015
Subject: 7 Eleven store #25789

We have inspected the building and premise located at 4410 South 1900 West and found that the proposed premise does comply with all applicable laws, ordinances and regulations relating to safety in the event of fire or panic, and that this location is reasonably safe for use as a licensed premise for the license applied for.



To: Mayor Cragun and City Council Members
From: Ed Pehrson
Date: February 12, 2015
Subject: 7-Eleven Store # 25789C - Alcoholic Beverage License

An inspection has been conducted at 7-Eleven Store # 25789C, located at 4410 S. 1900 W. I have found them to be compliant with the building and safety codes.

Respectfully,

A handwritten signature in black ink, appearing to read "Ed Pehrson", is written over a vertical dashed line.

Ed Pehrson
Roy City Building Official