

City Manager
Matt Andrews

Assistant City Manager
Brody Flint

City Recorder
Brittany Fowers



Mayor
Robert Dandoy

Council Members
Ann Jackson
Bryon Saxton
Joe Paul
Randy Scadden
Sophie Paul

ROY CITY COUNCIL MEETING AGENDA

JUNE 4, 2024 – 5:30 P.M.

ROY CITY COUNCIL CHAMBERS 5051 S 1900 W ROY, UTAH 84067

This meeting will be streamed live on the Roy City YouTube channel.

- A. Welcome & Roll Call
- B. Moment of Silence
- C. Pledge of Allegiance

D. Consent Items

- 1. April Financial Statements

E. Public Comments

If you are unable to attend in person and would like to make a comment during this portion of our meeting on ANY topic you will need to email admin@royutah.org ahead of time for your comments to be shared. This is an opportunity to address the Council regarding concerns or ideas on any topic. To help allow everyone attending this meeting to voice their concerns or ideas, please consider limiting the time you take. We welcome all input and recognize some topics take a little more time than others. If you feel your message is complicated and requires more time to explain, then please email admin@royutah.org. Your information will be forwarded to all council members and a response will be provided.

F. Action Items

- 1. **Consideration of Ordinance 24-6;** An Ordinance of Roy City Amending Roy City Code 5-2-7 Noise and Removing Roy City Ordinance 4-4-1 through 8 Noise Control; and by Providing That This Ordinance Shall Become Effective Immediately Upon Posting After Final Passage.

G. Discussion Items

- 1. Senior Center Partnership

H. City Manager & Council Report

I. Adjournment

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.

Pursuant to Section 52-4-7.8 (1)(e) and (3)(B)(ii) "Electronic Meetings" of the Open and Public Meetings Law, Any Councilmember may participate in the meeting via teleconference, and such electronic means will provide the public body the ability to communicate via the teleconference.

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 31st day of May 2024. A copy was also posted on the Roy City Website and Utah Public Notice Website on this 31st day of May 2024.

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

Brittany Fowers
City Recorder



ROY CITY CORPORATION
FUND SUMMARY
FOR THE 10 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
PROPERTY TAX	(42,418.09)	4,312,764.34	4,330,100.00	17,335.66	99.6
SALES AND USE TAX	694,616.18	5,540,809.65	8,660,000.00	3,119,190.35	64.0
FRANCHISE TAX	421,054.33	2,931,181.64	3,501,950.00	570,768.36	83.7
LICENSES AND PERMITS	32,032.85	353,893.20	426,000.00	72,106.80	83.1
INTERGOVERNMENTAL	50,403.24	775,460.01	1,581,434.00	805,973.99	49.0
CHARGES FOR SERVICES	338,173.40	2,892,505.60	3,241,500.00	348,994.40	89.2
FINES AND FORFEITURES	65,702.72	662,171.35	653,000.00	(9,171.35)	101.4
MISCELLANEOUS REVENUE	67,654.39	1,109,392.09	535,500.00	(573,892.09)	207.2
CONTRIBUTIONS AND TRANSFERS	0.00	425,190.00	2,268,831.00	1,843,641.00	18.7
	1,627,219.02	19,003,367.88	25,198,315.00	6,194,947.12	75.4
<u>EXPENDITURES</u>					
LEGISLATIVE	27,993.96	439,805.13	541,872.00	102,066.87	81.2
LEGAL	31,597.22	305,527.21	433,717.00	128,189.79	70.4
LIABILITY INSURANCE	20,918.42	209,184.20	251,021.00	41,836.80	83.3
JUSTICE COURT	30,409.34	368,293.51	453,796.00	85,502.49	81.2
FINANCE	34,263.01	365,444.55	508,084.00	142,639.45	71.9
TRANSFERS	76,036.66	903,261.60	1,057,440.00	154,178.40	85.4
BUILDING/GROUND MAINT DIVISIO	59,139.61	614,965.66	722,165.00	107,199.34	85.2
POLICE AND ANIMAL SERVICES	506,806.59	5,793,132.44	7,239,974.00	1,446,841.56	80.0
FIRE & RESCUE	437,243.22	5,119,268.65	6,027,541.00	908,272.35	84.9
COMMUNITY DEVELOPMENT	54,657.26	552,099.12	793,251.00	241,151.88	69.6
STREETS DIVISION	58,305.06	585,078.95	774,096.00	189,017.05	75.6
FLEET SERVICES DIVISION	13,936.47	168,284.85	245,594.00	77,309.15	68.5
PUBLIC WORKS ADMINISTRATION	108,889.42	401,112.44	449,551.00	48,438.56	89.2
RECREATION COMPLEX	64,972.15	1,900,386.94	2,805,901.00	905,514.06	67.7
AQUATIC CENTER	20,954.73	459,967.00	784,608.00	324,641.00	58.6
ROY DAYS	(165.00)	103,616.44	133,400.00	29,783.56	77.7
PARKS & RECREATION	(42,074.72)	1,533,233.80	1,976,304.00	443,070.20	77.6
	1,503,883.40	19,822,662.49	25,198,315.00	5,375,652.51	78.7
	123,335.62	(819,294.61)	0.00	819,294.61	.0

ROY CITY CORPORATION
FUND SUMMARY
FOR THE 10 MONTHS ENDING APRIL 30, 2024

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
41 CAPITAL PROJECTS FUND	43,199.66	441,317.26	2,053,500.00	1,612,182.74	21.5
50 UTILITY ENTERPRISE FUND	819,458.76	8,402,720.77	9,958,330.00	1,555,609.23	84.4
51 STORM WATER UTILITY FUND	109,899.80	1,142,339.59	1,203,852.00	61,512.41	94.9
53 SOLID WASTE UTILITY FUND	269,567.29	2,694,331.39	2,828,389.00	134,057.61	95.3
60 INFORMATION TECHNOLOGY	75,723.00	757,230.00	939,875.00	182,645.00	80.6
63 RISK MANAGEMENT FUND	29,883.51	298,835.10	358,602.00	59,766.90	83.3
64 CLASS "C" ROADS	308,707.67	1,259,350.05	2,783,380.00	1,524,029.95	45.3
65 TRANSPORTATION INFRASTRUCTUR	73,515.39	711,675.10	725,000.00	13,324.90	98.2
67 STORM SEWER DEVELOPMENT	2,040.54	34,466.11	196,000.00	161,533.89	17.6
68 PARK DEVELOPMENT	620.67	24,447.47	273,000.00	248,552.53	9.0
71 REDEVELOPMENT AGENCY	12,707.93	486,979.23	1,513,710.00	1,026,730.77	32.2
75 CEMETERY FUND	764.75	844.75	0.00	(844.75)	.0
94 GENERAL LONG TERM DEBT	0.00	0.00	0.00	0.00	.0
	<u>1,746,088.97</u>	<u>16,254,536.82</u>	<u>22,833,638.00</u>	<u>6,579,101.18</u>	<u>71.2</u>
<u>EXPENDITURES</u>					
41 CAPITAL PROJECTS FUND	157,898.00	720,892.73	2,053,500.00	1,332,607.27	35.1
50 UTILITY ENTERPRISE FUND	642,983.76	7,313,875.06	9,958,330.00	2,644,454.94	73.4
51 STORM WATER UTILITY FUND	55,496.07	750,429.85	1,203,852.00	453,422.15	62.3
53 SOLID WASTE UTILITY FUND	223,276.34	2,157,556.86	2,828,389.00	670,832.14	76.3
60 INFORMATION TECHNOLOGY	34,560.55	640,426.23	939,875.00	299,448.77	68.1
63 RISK MANAGEMENT FUND	1,096.77	326,174.45	358,602.00	32,427.55	91.0
64 CLASS "C" ROADS	663,376.50	2,189,612.45	2,783,380.00	593,767.55	78.7
65 TRANSPORTATION INFRASTRUCTUR	23,246.06	135,249.41	725,000.00	589,750.59	18.7
67 STORM SEWER DEVELOPMENT	0.00	462.42	196,000.00	195,537.58	.2
68 PARK DEVELOPMENT	134,702.87	134,702.87	273,000.00	138,297.13	49.3
71 REDEVELOPMENT AGENCY	7,787.50	428,330.14	1,513,710.00	1,085,379.86	28.3
75 CEMETERY FUND	0.00	0.00	0.00	0.00	.0
94 GENERAL LONG TERM DEBT	0.00	0.00	0.00	0.00	.0
	<u>1,944,424.42</u>	<u>14,797,712.47</u>	<u>22,833,638.00</u>	<u>8,035,925.53</u>	<u>64.8</u>
	<u>(198,335.45)</u>	<u>1,456,824.35</u>	<u>0.00</u>	<u>(1,456,824.35)</u>	<u>.0</u>

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: June 4, 2024

Agenda Item Number: Action Item #1

Subject: Noise Ordinance

Prepared By: Matt Wilson/Patrick Tan

Background: Currently there are two separate noise ordinances in Roy City Code, one in Title 4, Chapter 4, and the other in Title 5 Chapter 2. There are some conflicting provisions, and it is also difficult to enforce. This proposed update aids in enforcement and provides a clear understanding of what is allowed and prohibited in our ordinances. It also removes the decibel levels as the staff cannot currently measure the noise levels.

Recommendation (Information Only or Decision): Decision

Contact Person / Phone Number: Matt Wilson, 801-774-1000

Ordinance 24-6

An Ordinance of Roy City Amending Roy City Code 5-2-7 Noise and Removing Roy City Ordinance 4-4-1 through 8 Noise Control; and by Providing That This Ordinance Shall Become Effective Immediately Upon Posting After Final Passage.

WHEREAS, the Roy City Council exercises its legislative powers through ordinance; and

WHEREAS, there is currently two Noise Ordinance in the Roy City Municipal Code; and

WHEREAS, to avoid confusion and duplication, there is proposed an update to the current ordinances; and

WHEREAS, the City Council has determined that adopting these updated codes is in the best interest and protects the health, safety, convenience, and general welfare of the citizens of Roy;

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

Title 4 of the Roy City Municipal Code is hereby amended by adopting and updating the following chapters and sections of Title 4 of the Roy City Code:

Chapter 4

Noise Control

Chapter 4: NOISE CONTROL

4-4-1: DEFINITIONS

4-4-2: MAXIMUM NOISE IN DIFFERENT ZONES

4-4-3: NOISES FOR VEHICLES

4-4-4: OTHER NOISE ORDINANCES ENFORCEABLE

4-4-5: EXEMPTIONS

4-4-6: UNDUE HARDSHIP

4-4-7: ENFORCEMENT

4-4-8: PENALTY

4-4-1: DEFINITIONS

~~As used in this chapter, unless the context otherwise requires, the following words and phrases shall have the meanings ascribed to them in this section:~~

~~dB(A): Sound levels in decibels measured on the "A" scale of a standard sound level meter having characteristics defined by the American national standards institute publications S.4-1970. (All measurements and equipment should meet ANSI proposed standard S.4-1970.)~~

~~DECIBELED: Sound pressure level in decibels is a logarithmic unit used to express the magnitude of sound pressure with respect to a reference sound pressure. It is defined as twenty (20) times the logarithm to the base ten (10) of the ratio of the sound pressure to the reference sound pressure. By international standards, the reference sound pressure is 2×10^{-5}~~

newtons/meter squared. By example, a doubling of sound pressure, at any magnitude, will result in three (3) decibels increase in sound pressure level, a ten (10) fold increase will result in a ten (10) decibels increase in sound pressure level.

~~DISTRICTS: For the purpose of this chapter only, the districts defined herein are the same as those districts described in the zoning ordinance of Roy City. Any other districts shall be considered manufacturing.~~

~~(Ord., 7-23-1974)~~

4-4-2: MAXIMUM NOISE IN DIFFERENT ZONES

Unless otherwise established in this chapter, it shall be unlawful and considered a public nuisance for any person, business, corporation, association or agency to create or cause to be created noise levels in excess of the following dB(A) criteria:

- ~~1. Maximum Limits: Maximum permissible decibels limits on noise emitting source or sources not on public right of way in residential, commercial and manufacturing districts. Noise will be measured at the boundaries of the lot. Noise radiating from properties or buildings in excess of the dB(A) established for the districts and times herewith listed shall constitute prima facie evidence that such noise is a public nuisance. This includes noise from such activities as production, processing, cleaning, servicing, testing and repair of vehicles, materials, goods or products. Noise caused by home or building repair or ground maintenance are excluded from this section, provided such noises do not exceed limitations specified herein by more than twenty (20) dB(A) a total of eight (8) hours over a period of two (2) days. If such noise is to continue, a permit shall be obtained from the city manager or his authorized representative. (Ord., 7-23-1974; amd. 2003 Code)~~

LIMITATIONS-

Districts	6:00 AM To Next 11:00 PM	11:00 PM To Next 6:00 AM
Residential, Agricultural, Mobile Home Park	55 dB(A)	50 dB(A)
Commercial, Planned Commercial	60 dB(A)	55 dB(A)
Manufacturing	80 dB(A)	75 dB(A)

- ~~2. Boundaries Between Zones: At boundaries between zones, there shall be a buffer zone of fifty feet (50') and the higher dB(A) level of the adjacent zones shall be applicable.~~
- ~~3. Construction Projects: Construction projects shall be subject to the maximum permissible noise specified for manufacturing districts for the period within which construction is to be completed pursuant to any applicable construction permit issued by proper authority, or if no time limitation is imposed, then for a reasonable period of time for completion of project.~~
- ~~4. Railroad Rights Of Way: All railroad rights of way shall be considered as manufacturing districts for the purpose of this chapter and the operation of trains shall be subject to the maximum permissible noise level specified for such district where not in conflict with the general law or other specific laws.~~

~~(Ord., 7-23-1974)~~

4-4-3: NOISES FOR VEHICLES

~~It shall be unlawful for any person to operate motor vehicles, including, but not limited to, snowmobiles, minibikes and other self-propelled vehicles within the city which shall create a noise measured at a distance of at least twenty five feet (25') from the noise source on a sound level meter of standard design and operated on the "A" weighted scale:~~

LIMITATIONS-

~~Trucks and buses over 10,000 lbs. gross weight—90 dB(A)~~

~~Trucks and buses under 10,000 lbs. gross weight—90 dB(A)~~

~~Motoreycles, snowmobiles, minibikes, automobiles and other self-propelled vehicles—90 dB(A)~~

~~(Ord., 7-23-1974)~~

4-4-4: OTHER NOISE ORDINANCES ENFORCEABLE

~~This chapter does not replace any other section of city ordinances which is designed to curtail loud and unusual noises, and such other sections are fully enforceable in addition to the provisions contained herein.~~

~~(Ord., 7-23-1974)~~

4-4-5: EXEMPTIONS

~~The following uses and activities shall be exempt from noise level regulations and other ordinances involving noise:~~

- ~~1. Noise of safety signals, warning devices and emergency pressure relief valves.~~
- ~~2. Noise resulting from any authorized emergency vehicle when responding to an emergency call or in time of emergency.~~
- ~~3. Noise resulting from emergency work.~~
- ~~4. Noise resulting from lawful fireworks and noisemakers used for celebration of an official holiday or any other celebration at which the use of fireworks and noisemakers has been approved by the city.~~
- ~~5. Any noise resulting from activities of temporary duration permitted by the city council.~~

~~(Ord. 874, 8-1-2000)~~

4-4-6: UNDUE HARDSHIP

~~Application for a permit for relief from the noise level restrictions designated in this chapter on the basis of undue hardship may be made to the city manager and granted by him or his duly authorized representative upon a showing that compliance with this chapter would create an undue hardship upon the applicant. The permit to create noise levels in excess of the limitations set forth herein shall not be granted for more than a total of sixty (60) days unless approved by the city council for a longer period of time.~~

~~(Ord., 7-23-1974)~~

4-4-7: ENFORCEMENT

~~In addition to personnel regularly assigned to enforcement of city ordinances, the city manager may, in addition, assign duties of enforcement of this chapter to personnel trained in noise control techniques and procedures.~~

~~(Ord., 7-23-1974)~~

4-4-8: PENALTY

~~Any person who violates this chapter shall be guilty of committing a class B misdemeanor and, upon conviction, shall be subject to penalty as provided in RMC 1-4-1.~~
[RESERVED]

Title 5 of the Roy City Municipal Code is hereby amended by adopting and updating the following chapters and sections of Title 5 of the Roy City Code:

Chapter 2

Crimes and Offenses

SECTION 7:

5-2-7: NOISE

- A. ~~It shall be unlawful for any person to make, continue, or cause to be made or continued any excessive, unnecessary or unusually loud noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city. Any such noise is hereby declared a public nuisance.~~
- B. ~~The following acts, among others, are declared to be loud, disturbing or unnecessary noises in violation of this section, but the following enumeration shall not be deemed to be exclusive, namely:~~
 - 1. ~~The using, operating, or permitting to be played, used or operated in residential areas of any television, radio receiving set, musical instrument, phonograph, or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto. The operation of any such set, instrument, phonograph, machine or device between the hours of eleven o'clock (11:00) P.M. and seven o'clock (7:00) A.M. in such a manner as to be plainly audible at a distance of thirty feet (30') from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this subsection;~~
 - 2. ~~The erection (including excavation), demolition, alteration, or repair of any building other than between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M., local prevailing time, on weekdays, except in cause of urgent necessity in the interest of public health and safety, and then only with a permit from the city manager as authorized under subsection D of this section;~~
 - 3. ~~The operation between the hours of nine o'clock (9:00) P.M. and seven o'clock (7:00) A.M. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is usually attended by loud or unusual noise;~~

- ~~4. The operation of any power mower, cultivator, or like or related device (except snowblowers) in an area zoned residential between the hours of nine o'clock (9:00) P.M. and seven o'clock (7:00) A.M.~~

~~C. The following uses and activities shall be exempt from noise level regulations:~~

- ~~1. Noises of safety signals, warning devices, and emergency pressure relief valves;~~
- ~~2. Noises resulting from any authorized emergency vehicle, when responding to an emergency work;~~
- ~~3. Noises resulting from emergency work;~~
- ~~4. Any other noise resulting from activities of a temporary duration permitted by law and for which a license or permit therefor has been granted by the city in accordance with subsection D of this section;~~
- ~~5. Any aircraft or railroad equipment operated in conformity with, or pursuant to, state statute, federal law or federal regulations, and traffic control instruction used pursuant to and within the duly adopted state or federal regulations. Any aircraft operating under technical difficulties, in any kind of distress, under emergency orders of air traffic control or being operated pursuant to and subsequent to the declaration of an emergency under federal air regulations shall also be exempt.~~

~~D. Applications for a permit for relief from the noise level designated in this section on the basis of undue hardship may be made to the city manager or his duly authorized representative. Any permit granted by the manager under this subsection shall contain all conditions upon which said permit has been granted and shall specify a reasonable time that the permit shall be effective. The city manager or his duly authorized representative may grant the relief as applied for if he finds:~~

- ~~1. That additional time is necessary for the applicant to alter or modify his activity or operation to comply with this section; or~~
- ~~2. The activity, operation or noise source will be of temporary duration, and cannot be done in a manner that would comply with this section; and~~
- ~~3. That no reasonable alternative is available to the applicant.~~

~~The city manager, in granting such a special permit, may prescribe the conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.~~

~~E. Any person violating any provision of this section shall be guilty of a class B misdemeanor.~~

TITLE 5, CHAPTER 2, SECTIONS 7 NOISE CONTROL

- 5-2-7(1). Prohibited Noise.**
- 5-2-7(2). Regulated Noise.**
- 5-2-7(3). Factors.**
- 5-2-7(4). Exceptions.**
- 5-2-7(5). Special Permit.**
- 5-2-7(6). Violations**

5-2-7(1). Prohibited Noise.

It is unlawful for any person to willfully or with reckless disregard create the following noise disturbances within the City of Roy.

(a) Disruption of Dwelling. To make, cause or permit any excessive noise which annoys, injures, or endangers the comfort, repose, health or safety of any neighborhood or person residing therein which under the circumstances would disturb a person of average and reasonable sensitivities.

(b) Disruption of Meeting. To make, cause or permit any excessive noise which prevents or disrupts a lawful meeting, gathering, business or other lawful activity, which under the circumstances would disturb a person of average and reasonable sensitivities.

(c) Automobiles. To operate or permit the operation of a motor vehicle which causes excessive noise levels as a result of a defective or modified exhaust system, or as a result of any unnecessary rapid acceleration, deceleration, engine revving or tire squealing.

(d) Street Performances. To use or permit the use of bells, whistles, sirens, music horns or any other noise-making device for the purpose of business, amusement or otherwise which tends to cause persons to congregate on the streets or sidewalks of the City of Roy.

(e) Emergency Signals. To make, cause or permit the sounding of any fire, burglar, automobile or civil defense alarm, siren, whistle, or similar emergency signaling device other than for emergency or testing purposes. Any testing permitted herein shall be conducted between the hours of 7:00 a.m. and 10:00 p.m. and shall be conducted for the minimum test cycle time not to exceed three (3) minutes.

5-2-7(2). Regulated Noise.

It shall be unlawful to cause, permit or perform the following acts between the hours of 10:00 p.m. and 7:00 a.m. within the City of Roy when such acts create a noise disturbance within a residential area.

(a) Loading Operation. To load, unload, open, close, or otherwise handle boxes, crates, containers, building materials, garbage containers or similar objects.

(b) Construction Work. To operate any tools or equipment used in construction, drilling, repair, alteration or demolition work on buildings, structures, or streets.

(c) Power Equipment. To operate any mechanically powered saw, drill, sander, grinder, lawn or garden tool, lawnmower or other similar device, other than powered snow removal equipment/snowblower.

- (d) Garbage Collection. To collect garbage, waste or refuse.
- (e) Loudspeakers. To operate or use any loudspeaker, public address system, or mobile sound vehicle amplifying sound therefrom.
- (f) Radios. To operate or play any radio, television, musical instrument or similar audio device.

5-2-7(3). Factors.

The factors to be considered in determining whether a violation of the provisions of this Chapter exists include, but shall not be limited to, the following:

- (a) The level of the noise;
- (b) The nature of the noise; i.e. usual or unusual;
- (c) The origin of the noise; i.e. natural or unnatural;
- (d) The level and intensity of any background noise;
- (e) The proximity of the noise to residential areas;
- (f) The nature and zoning of the surrounding area;
- (g) The density of inhabitants in the surrounding area;
- (h) The time of day of the noise; and
- (i) The recurrence or consistency of the noise.

5-2-7(4). Exceptions.

The provisions of this Chapter shall not apply to emergency situations, the lawful exercise of free speech except as regulated herein by reasonable time, place and manner restrictions, and conduct permitted by license or permit of the City of Roy or otherwise authorized by law. In addition, this Chapter shall not apply to agricultural equipment or operation, unless such equipment or operation is determined by the City of Roy to constitute a nuisance from the negligent or improper operation of any such equipment or operation.

5-2-7(5). Special Permit.

Applications for a permit for relief from the noise regulations designated in this section on the basis of undue hardship may be made to the City Manager or his duly authorized representative. Any permit granted by the City Manager or his duly authorized representative under this subsection shall contain all conditions upon which said permit has been granted and shall specify a reasonable time that the permit shall be effective. The City Manager or his duly authorized representative may grant the relief as applied for if he finds:

- (a) That additional time is necessary for the applicant to alter or modify his activity or operation to comply with this section; or
- (b) The activity, operation or noise source will be of temporary duration, and cannot be done in a manner that would comply with this section; and
- (c) That no reasonable alternative is available to the applicant.

The City Manager, in granting such a special permit, may prescribe the conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

(d) Denial. If the City Manager or his duly authorized representative determines that the application does not conform with applicable law or it is not in the public's best interest to issue the permit, the City Manager or his duly authorized representative shall deny the permit and notify the applicant in writing of such denial. The notice shall state the reasons for denial and inform the applicant that he or she may file a written appeal of such denial pursuant to Subsection (i).

(e) Term. Any permit issued hereunder shall specifically state the term and purpose for which it was issued, not to exceed thirty (30) days.

(f) Limitation. Except as provided herein, each permit issued hereunder shall be valid only for the person to whom it is issued. Permit holders shall ensure that the permit is available for inspection by city officials at the place and time for which it is issued.

(g) Records. Roy City shall keep a record of all permits issued hereunder, including the name of the person to whom the permit was issued, the type of permit issued, and the fees collected.

(h) Revocation. Any permit issued hereunder may be revoked or suspended by the City Manager or his duly authorized representative due to the permit holder's failure to comply with the provisions hereof or other applicable law. Prior to revocation of any permit, proper notice and an opportunity to be heard shall be provided to the permit holder.

(i) Appeal. Any determination made by the city manager or his duly authorized representative relative to the issuance, denial or revocation of a permit hereunder may be

appealed to the City Manager by filing, within ten (10) days from the date of said determination, a written notice of appeal setting forth the grounds for the appeal and any other pertinent information. Such notice of appeal shall be filed by delivering an original and three (3) copies to the City Manager during regular business hours. Upon receipt of the appeal, the City Manager shall thoroughly and objectively investigate the matter and issue a written decision stating the reasons for the decision and informing the appellant of any right to judicial review provided by law.

5-2-7(6). Violations.

Any person found in violation of this Ordinance shall be guilty of a Class B misdemeanor and subject to imprisonment and/or fines as provided by law. Violations of this Ordinance shall also constitute a public nuisance and may be enjoined and abated as such by the City of Roy.

Robert Dandoy
Mayor

ATTEST:

Brittany Fowers
City Recorder

Voting:

Councilmember Ann Jackson _____

Councilmember Sophie Paul _____

Councilmember Randy Scadden _____

Councilmember Joe Paul _____

Councilmember Bryon Saxton _____

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: 4 June 2024

Agenda Item Number:

Subject: Future Senior Center in the Hope Center

Prepared By: Bob Dandoy

Background: See attachment

Discussion: See attachment

Recommendation (Information Only or Decision):

- Discussion Item to Plan Next Step.

Contact Person / Phone Number: Bob Dandoy

Point Paper on Operating the Senior Center at the Hope Center

Issue:

- Weber Human Services (WHS) wants to establish new partnerships with three Weber County cities to operate three separate Senior Centers (see Attachment 3). To be part of this partnership, interested cities are required to submit a Letter of Interest to WHS by 5 pm, Friday July 19, 2024. WHS is anticipating deciding about funding the partnerships by Oct 1, 2024, with implementation of the partnership to begin in FY2026.

Background:

- Roy City and Weber Human Services have a 25-year agreement to support senior services in the Hope Community Center (see Attachment 1).
- The Weber Human Services provided a letter to the seniors addressing the future for senior centers (see Attachment 2).
- The Weber Human Services provided a Letter of Interest to all cities interested in a partnership agreement (see Attachment 3).
- WHS is establishing the following city operating conditions in the partnership.
 - WHS will provide funding for up to \$78,600 per year for three years for each funded location.
 - The funded location must commit to operating at least 5 days a week for a minimum of 6 hours each day.
 - The funded location must make available a variety of programming to include social activities, health and wellness activities, and congregate meals provided by WHS.
 - Patrons must be welcome into the Center, regardless of city of residence.
 - Donations for lunch must be voluntary and returned to WHS to help cover the cost of the meal.
 - Recognize the partnership with WHS in written materials, promotions, website, newsletter, fliers, and brochures.
 - Provide data and information on Senior Center services upon request by WHS.
 - Patrons must complete registration forms, including the extra questions for those who receive meals.
 - Maintain a registered user list and submit the list monthly, or upon request to WHS.
 - Ensure the Senior Center director attends monthly meetings with WHS and other center directors.
 - Create a Reservation List of patrons and notify WHS Nutrition at least one business day in advance regarding how many meals will be needed.
- WHS is requesting that those cities interested in the Senior Center partnership should provide the following information in the required Letter of Interest.
 - What type of partnership would the city prefer with WHS?
 - WHS passes through funding to city and city employs / supervise staff and programming.
 - WHS employ staff and supervises staff and programming.

- What funding / resources will be provided / made available towards the operation of the Senior Center?
- Identify any agreements with other cities that will add resources to the partnership.
- If funding allocations included a component related to citizen participation levels in the Senior Center services, what should be considered in that component?

Discussion:

- In writing this paper, I try to assess each of the required Operational Requirements that the city must follow under the partnership, to include some element of Risk in performing the obligation assuming Roy City is wanting to participate and is selected. Certainly, any risks that are determined to have an impact on the performance of this agreement should be included in the partnership agreement.
 - WHS will provide funding for up to \$78,600 per year for three years for each funded location.
 - Currently, the Roy City Senior Center employs 5 people. One full-time and 4 part-time. The full-time employee works 40 hours per week, with others on and off at different times during the week. The art instructor works 6 hours a week with mostly paid by project income. To operate the Senior Center under current staffing will cost approximately \$100,000 a year.
 - The \$78,600 per year funding is enough to pay a part-time employee but not attractive enough to support a full-time employee with any qualifications. Roy City part-time employees do not get benefits, so the WHS funding source can limit the quality and availability of qualified candidates. This situation will almost certainly drive the requirement under this partnership to WHS hiring the Senior Center director. Unfortunately, there is only enough funding made available to support the director's position, and not the existing part-time help. For Roy City to assume a partnership position with WHS, Roy City must be willing to contribute enough funding to pay for part time help.
 - There is a question from this operating requirement as to what the WHS funding status will be after the three-year period. Will there be funding made available? Will WHS provide the expected Cost of Living adjustments to employees?
 - **There is high risk in this operational requirement.**
 - The funded location must commit to operating at least 5 days a week for a minimum of 6 hours each day.
 - Roy City should have no problem meeting this requirement.
 - **There is no risk in this operational requirement.**
 - The funded location must make available a variety of programming to include social activities, health and wellness activities, and congregate meals provided by WHS.
 - The ability for Roy City to provide this programming requirement will be based on the Senior Center director and the skills and knowledge that individual brings to the position.
 - Providing social activities is one thing, paying for those activities is another. Currently the Roy City Senior Center provides music entertainment, dancing, bingo, legal assistance oil painting, Zumba, card games, ceramics, Tai Chi for arthritis, quilting,

pinochle, sewing club, blood pressure clinic, crocheting, and floor / chair yoga. It is not clear as to how many of these activities require payment or are free to the seniors. It is not clear if under the partnership the city would have to pay for some of these services for them to continue. Since the funding source from WHS is fixed, it is almost certain that to continue would require the city to pay for these activities.

- To provide health and wellness type activities, the director will need to have access to skilled labor. The city doesn't have a need for this type of skill so acquiring it could be problematic. It must be assumed the ability to provide health and wellness activities will come from someone who is willing to volunteer to provide the service. There is certainly no funding in the city budget.
- The congregate meals provided by WHS will make that portion of the programming easier, but it is not clear in this partnership arrangement who is responsible for delivering the meals to the center. If the city is responsible for delivery, then some level of transportation vehicle would be required. It is not clear if there is a requirement for those seniors unable to attend the center if meal delivery is also needed. Given there is no requirement stated, it is assumed there is no requirement. Either way, transporting the meals to the Center is an unknown.
 - **There is moderate risk in this operational requirement.**
- Patrons must be welcome into the Center, regardless of city of residence.
 - There are no restrictions currently that would limit patrons from attending the Senior Center, except the fire marshal safety directive on the number of people allowed in the facility at one time. However, the availability to some activities within the Center could be restrictive based on funding availability and / or seating space.
 - **There is no risk in this operational requirement.**
- Donations for lunch must be voluntary and returned to WHS to help cover the cost of the meal.
 - There is no problem in managing donations for the meals.
 - **There is no risk in this operational requirement.**
- Recognize the partnership with WHS in written materials, promotions, website, newsletter, fliers, and brochures.
 - There is no problem in implementing this requirement as long as there is no pre-approval expectation required by WHS.
 - **There is no risk in this operating requirement.**
- Provide data and information on Senior Center services upon request by WHS.
 - One of the responsibilities of the Senior Center Director will be to collect data and be prepared to provide it to organizations.
 - **There is no risk in this operating requirement.**
- Patrons must complete registration forms, including the extra questions for those who receive meals.
 - One of the responsibilities of the Senior Center Director will be to collect data and be prepared to provide it to organizations.
 - **There is no risk in this operating requirement.**
- Maintain a registered user list and submit the list monthly, or upon request to WHS.

- One of the responsibilities of the Senior Center Director will be to collect data and be prepared to provide it to organizations.
 - **There is no risk in this operating requirement.**
 - Ensure the Senior Center director attends monthly meetings with WHS and other center directors.
 - One of the responsibilities of the Senior Center Director will be to attend meetings. Certainly, if there are opportunities to conduct virtual meetings, that should be considered first. Not all meetings can be done on-line, so transportation becomes an issue. It is important that the director's position description before hiring clearly states attending meetings is part of the job assignment to include using the individual's personal vehicle to accomplish the task.
 - **There is low risk in this operating requirement.**
 - Create a Reservation List of patrons and notify WHS Nutrition at least one business day in advance regarding how many meals will be needed.
 - One of the responsibilities of the Senior Center Director will be to collect data and be prepared to provide it to organizations.
 - **There is no risk in this operating requirement.**
- WHS is requesting that those cities interested in the Senior Center partnership should provide the following information in the required Letter of Interest.
 - What type of partnership would the city prefer with WHS?
 - With WHS indicating that only \$78,600 will be provided to the partnering city, there will be significant risk in Roy City using a pass-through type of partnership agreement. The need to hire more than 1 employees to administer all aspects of the Senior Center programming will certainly drive a need for the city to draw from the city's general funds. It is estimated that Weber Human Services today requires \$98,000 to pay for the Roy City full-time and part-time employees.
 - Being only able to afford only one full-time Director position creates challenges in terms of availability. It is expected that this employee will need to take leave, be involved in training, and attend meetings. To effectively administer the operational requirements as outlined, there must be someone else available to provide backup capabilities. Shutting down the Senior Center because the Director is sick or unavailable is not an option. To administer the operational requirements will need multiple employees who are skilled in the functions of the Senior Center. Normally, the backup employee would be the supervisor over the Senior Center. Certainly, the normal administrative functions for any Senior Center employees would have to occur within the city, adding more unfunded administration mandates onto existing staff.
 - The ability to conduct effective programming requirements is another cause for concern. Roy City is neither experienced nor qualified to manage Aging and Adult Services functions. Clearly, Weber Human Services is better prepared and suited for this function. Being able to acquire public funding through state and federal sources is critical in managing and establishing senior center programming. Since Roy City has no "Area Agency" authority to acquire funds through these sources, taking on the

responsibility of managing this program would be problematic, particularly as costs and requirements increase. Considering that Senior Centers could qualify for and have access to grants, gifts, and a variety of different types of contributions, the city would need to assess policy changes and if necessary, hire resources to acquire and manage them.

- It is questionable that the three selected Senior Center will achieve consistency if the individual cities assume management and programming responsibilities. Because each city might establish and fund programs differently, based on priorities and funds availability, there could be inconsistencies between Centers. The functions of the Senior Centers are important but not government mission critical. This means the funding and program priorities could be impacted if competing with other local government requirements. It is important to remember the communication connectivity that exists today, between the different county Senior Centers, is because there's a single management function overseeing all operations focused on providing services in our society. That focused approach could be compromised if the management operations are shifted to the partnership cities.
 - There is no reference in the information provided on how programming instruction will be conducted and transmitted to the Senior Centers. It is assumed that the monthly meetings attended by the Center Director is the process being considered to share information and give instruction. What happens if the instruction conflicts with existing city programs, priorities, and policies. Where is the loyalty for the Director, to the senior programming or the city leaders!
 - Will the 3 selected cities have membership on the WHS Board of Directors, to facilitate policy changes, funding priorities, define expectations, and assessing performance goals. Since the city will now own the employees and facilities, will the city define the future of Senior Centers, or will WHS!
 - Lack of clear understanding of how the process is expected to work and how the communication is expected to flow will place high risk on Roy City's ability to manage employees and programming requirements.
 - As a result of assessing all side to this effort it is clear, the most efficient and effective way for the Roy City Senior Center to operate is to have WHS employ and supervises staff and programming. This will leave Roy City to provide an operational facility for WHS to conduct the Senior Center functions.
- What funding / resources will be provided / made available towards the operation of the Senior Center?
 - Roy City has for many years been providing the Roy City Hope Center facility as the location for a Senior Center. As part of the existing agreement, the city has been providing, at no cost to WHS, all maintenance and modifications to the facility. This includes equipment repairs and replacement, facility enhancements and repairs, and security / scheduling resources. The best guess is we have invested about \$80,000 a year into the Hope Center to ensure the Senior Center continues to provide excellent service. Whatever the current director of the Senior Center needs, Roy City often provides it. When invited to participate in helping with food serving, Roy City Police, Fire, Administration, and Council are always there supporting the seniors.

- Identify any agreements with other cities that will add resources to the partnership.
 - At this moment, Roy City has not established any agreements with other cities, particularly those cities on the south end of the county. It is assumed that WHS will consider establishing one of the three partnering Senior Centers in the south end of the county. Logic suggests that either the Roy, Washington Terrace, or Riverdale Senior Centers will be selected based on location in the south. It would strengthen our position in being selected as one of the three centers if we were able to convince neighboring cities to support our plan. That is unlikely to happen since those neighboring cities also be considering submitting a Letter of Interest.
- If funding allocations included a component related to citizen participation levels in the Senior Center services, what should be considered in that component?
 - Joining funding allocations to citizen participation levels creates challenges, particularly when the operating requirements state that all and everyone is welcome. Certainly, this would drive competition between Center for funding.
 - Going into this partnership agreement would require a stable funding source even though it was indicated that the guarantee of \$78,600 would only last for three years. To suggest that funding allocations could be tied to participation levels, creates instability in the program and high risk. One could assume that the purpose of adding this necessity would be to drum up business. It is strongly suggested that each city selected under the partnership agreement be treated equally and consistently. The needs of the seniors in our communities are relatively steady, so should available funds.

Recommendation:

- It is recommended that Roy City provide a response to Weber Human Services request by submitting a Letter of Interest. The Letter should outline the following approach.
 - This type of partnership would require WHS to employ and supervise staff and programming much like we do today.
 - The letter should provide significant details and justification for this approach.
 - Roy will continue to provide funding to maintain and enhance the Roy Hope Center so that the Senior Center can provide services to the seniors.
 - Appropriate details are requested, and we need to provide them. It may include recent contracts for repairs and equipment purchases that went directly to supporting the Hope Center.
 - Roy City needs to reach out to neighboring cities like Hooper and West Haven to see if they would be willing to support Roy City in maintaining the seniors at the Hope Center.
 - Sending a letter would be appropriate by reaching out to the City Manager, City Mayor, and City Council.
- Our Letter of Interest should clearly state our opposition to funding allocations based on citizen participation levels.

Attachment:

1. Interlocal Agreement on Hope Center with WHS in Feb 2010
2. Letter from Weber Human Services to Seniors in May 2024
3. Letter from Weber Human Services on Letter of Interest May 2024

ATTACHMENT 1

INTERLOCAL COOPERATION AGREEMENT BETWEEN WEBER HUMAN SERVICES AND ROY CITY CORPORATION FOR SERVICES AT THE ROY CITY HOPE COMMUNITY CENTER

This Agreement is made pursuant to the provisions of the Interlocal Cooperation Act, U.C.A. 11-13-101 between the City of Roy City a municipal corporation of the State of Utah, hereinafter called the "City", and Weber Human Services, a political subdivision of the State of Utah, hereinafter called "WHS".

WITNESSETH

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits local governmental units to make the most efficient use of their powers to provide the benefit of economy of scale, and authorizes public agencies of the State of Utah to enter into agreements one with another for the purpose of exercising on a joint and cooperative basis any powers, privileges and authority exercised or capable of being exercised by such public agencies; and

WHEREAS, the City has constructed the Hope Community Center located at 5051 South 1900 West Roy, Utah as a facility to be used by Roy City, the Boys and Girls Club of Weber/Davis County and Weber Human Services, and

WHEREAS, WHS desires to work with the City to provide services to the senior citizens of Roy City and Weber County, which services shall include health, social, nutritional, educational and transportation programs and activities for older individuals:

NOW THEREFORE, the parties agree with one another as follows:

ARTICLE ONE DESCRIPTION OF PREMISES

In consideration of City allowing WHS to utilize a certain portion of the City's Hope Community Center to provide certain senior services to the residents of Roy and surrounding area. WHS agrees to provide the services specified herein. The portion of the Roy City Hope Community Center, located at 5051 South 1900 West, Roy, Utah, as more particularly described in Exhibit "A" attached hereto.

ARTICLE TWO TERM

The term of this lease shall commence upon execution of this Lease and continue for twenty five years. This agreement may be terminated at any time prior to its twenty five year term by either

party giving the other six months prior written notice.

ARTICLE THREE SERVICES PROVIDED BY WHS

WHS through its Aging Programs will provide services to the senior citizens of Roy City and Weber County pursuant to the Older Americans Act, as follows:

1. Transportation - WHS shall provide transportation as mandated by the Older Americans Act through "The Ride". This service will be for the purpose of transporting senior citizens for medical, shopping and senior center activities.
2. Reports - WHS shall provide for the reporting of statistical information pursuant to federal and state reporting guidelines for services provided to senior citizens in Weber/Morgan area.
3. Health Related Services - WHS shall provide disease prevention and health promotion services which may include Health Risk Assessments, Health Screening, Nutrition Counseling and Education, Health Promotion Programs, Physical Fitness Programs, Home Injury Control Programs, Mental Health Screening and Education Programs, Preventive Health Programs, Social Services and Follow-up Health Services.
4. Outreach Information - WHS shall provide outreach information and assistance linking senior citizens with community support resources pursuant to the requirements of the Older Americans Act.
5. Nutritional Services - WHS shall provide at least one hot meal per day in a congregate meal setting for at least five (5) days a week excluding state and national holidays. This meal will contain at least one-third of the recommended daily allowances required by the National Nutrition Board.
6. Legal Assistance - WHS shall provide legal assistance pursuant to the requirements of the Older Americans Act subject to funding limitations.

ARTICLE FOUR SERVICES PROVIDED BY CITY

City Agrees to provide use of the area for senior services by WHS for the purposes identified in Article Three during times which include, but are not limited to 8:00 a.m. to 4:00 p.m. Monday through Friday. Lessees schedule for days and hours of operation may be changed by Lessee with Lessors approval. City agrees to provide general, daily cleaning of buildings as well as regular maintenance and repair of normal wear-and-tear of buildings.

**ARTICLE FIVE
COST AND EXPENSE ALLOCATION AGREEMENT**

- A. WHS agrees to pay for:
1. Director's salary, including benefits.
 2. Nutrition program costs.
 3. Cost of kitchen help and meals.
 4. Costs associated with transportation programs.
 5. Preventive Health Program costs.
 6. Outreach information costs.
 7. Office equipment, supplies and telephone expenses.
 8. Social, recreation and educational programs costs.
- B. City shall pay for:
1. All costs relating to interior and exterior building maintenance and repair, including landscape maintenance, except for abnormal damages or repairs caused by WHS or participants of its programs or services. City shall also pay for and be responsible for snow removal.
 2. All costs of utilities except telephone expenses which shall be paid as specified above.
- C. Television and internet costs are to be paid for by the party using the service.

**ARTICLE SIX
ALLOCATION OF DONATED REVENUES**

WHS shall receive all donated revenues related to programs conducted by WHS including but not limited to those programs under the Older Americans Act. Programs conducted pursuant to the Older Americans Act shall include those programs specified in Article Three.

**ARTICLE SEVEN
DAMAGES TO PREMISES:**

The parties acknowledge and agree that their respective members, guests and invitees may, from time to time, damage and destroy facility grounds and personal property owned by the parties.

The party whose members or their invitees who damage or destroy the facility, the grounds, or personal property shall be responsible for the repair or replacement of the damaged, destroyed, or stolen personal property or improvements to the facility or grounds.

ARTICLE EIGHT INSURANCE

The City, at its own cost and expense, will insure the building including fixtures against fire with such additional coverage as the City may elect to procure. WI-IS, at its own cost and expense, shall secure and maintain liability insurance at a minimum of one million dollars per occurrence, and two million dollars aggregate which cover the City against claims that may arise from programs and services offered by WHS.

ARTICLE NINE TAXES

The City shall pay any real estate tax assessments on the Center.

ARTICLE TEN ADA COMPLIANCE

The City agrees to ensure that the Center complies with the provisions of the Americans with Disabilities Act and regulations promulgated thereunder.

ARTICLE ELEVEN INDEMNIFICATION

WHS agrees to defend, hold harmless and indemnify the City for the wrongful or negligent acts of its employees, agents, volunteers and invitees against any and all liabilities, claims, damages, actions, suits, proceeding, costs and expenses including reasonable counsel fees and expenses of investigation, which arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property or both: or from breaches of this contract by WHS.

The City agrees to defend, hold harmless and indemnify the WHS for the wrongful or negligent acts of its employees, agents, volunteers and invitees against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses including reasonable counsel fees and expenses of investigation, which arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property or both;

In no event shall the indemnification obligation of either party hereunder exceed the amount set forth in Section 63G-7-604 of the Utah Governmental Immunity Act or similar provision in effect at the time judgment is entered. Personal injury or property damage shall have the same

meaning as defined in the Utah Governmental Immunity Act. In no event shall this section be construed with respect to third parties as a waiver of any governmental immunity to which the parties are otherwise entitled.

ARTICLE TWELVE ADMINISTRATION

The City and WHS do not intend and do not create any separate legal entity to provide for the administration of this Agreement. This Agreement shall be administered by the governing bodies of each party and each party shall appoint one person as an administrative contact to facilitate the performance of this Agreement. The Director of WHS or his/her designee shall serve as administrator of this Agreement.

ARTICLE THIRTEEN ROY HILLSIDE CENTER DIRECTOR OF SENIOR PROGRAMS

- A. The Roy Hillside Director of Senior Programs shall be an employee of WHS. When the position of Director of the Senior Programs becomes vacant, a new Director shall be selected through a screening process in accordance with the Personnel Policies and Procedures adopted by WHS and with the concurrence of the Roy City Mayor.
- B. The City shall bear no liability for direct payment of the salary or benefits of the Director, nor shall the City assume any liability with respect to the employment or supervision of the Director except as provided for in this Agreement.

ARTICLE FOURTEEN AMENDMENT

The Interlocal Agreement may be changed, modified or amended by written agreement of City and WHS, upon adoption of an appropriate resolution by each party.

**ARTICLE FIFTEEN
GOVERNING LAW**

This Agreement shall be governed and construed by the laws of the State of Utah.

**ARTICLE SIXTEEN
ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between City and WHS and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party.

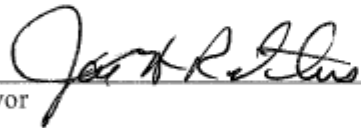
ARTICLE SEVENTEEN PARAGRAPH HEADINGS

Titles to paragraphs in this Agreement are solely for the convenience of the parties and should not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

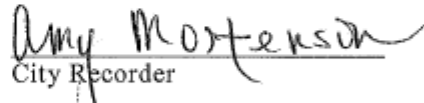
Dated this 16 day of February 2010.

ROY CITY:


ATTEST:



Mayor



City Recorder



City Attorney

APPROVED AS TO PROPER FORM AND AS COMPATIBLE WITH THE LAWS
OF THE STATE OF UTAH.

WEBER HUMAN SERVICES:



WHS Board of Directors Chair

ATTEST:



Secretary

APPROVED AS TO PROPER FORM AND AS COMPATIBLE WITH THE LAWS OF
THE STATE OF UTAH, AND DULY AUTHORIZED, EXECUTED, AND DELIVERED
BY THE FOREGOING PARTICIPANT.



WHS Legal Counsel

EXHIBIT A - SHEET 8

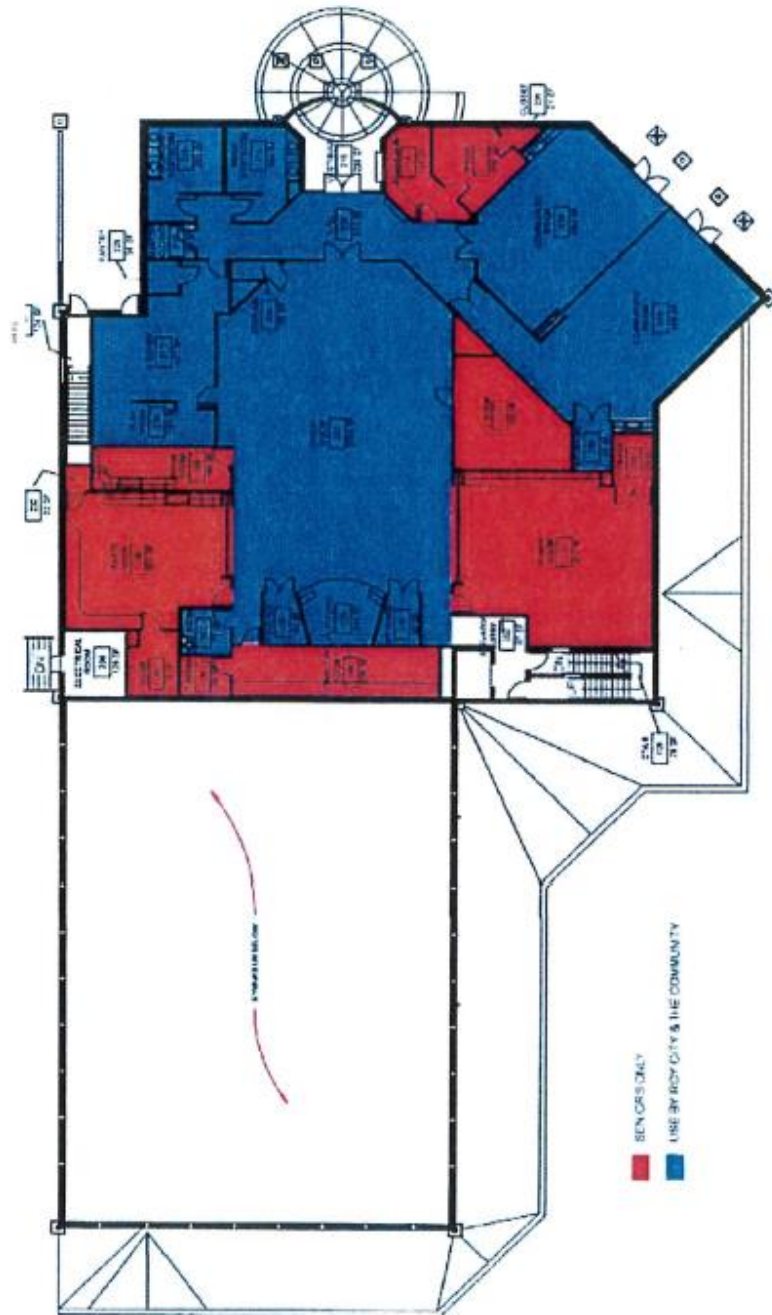
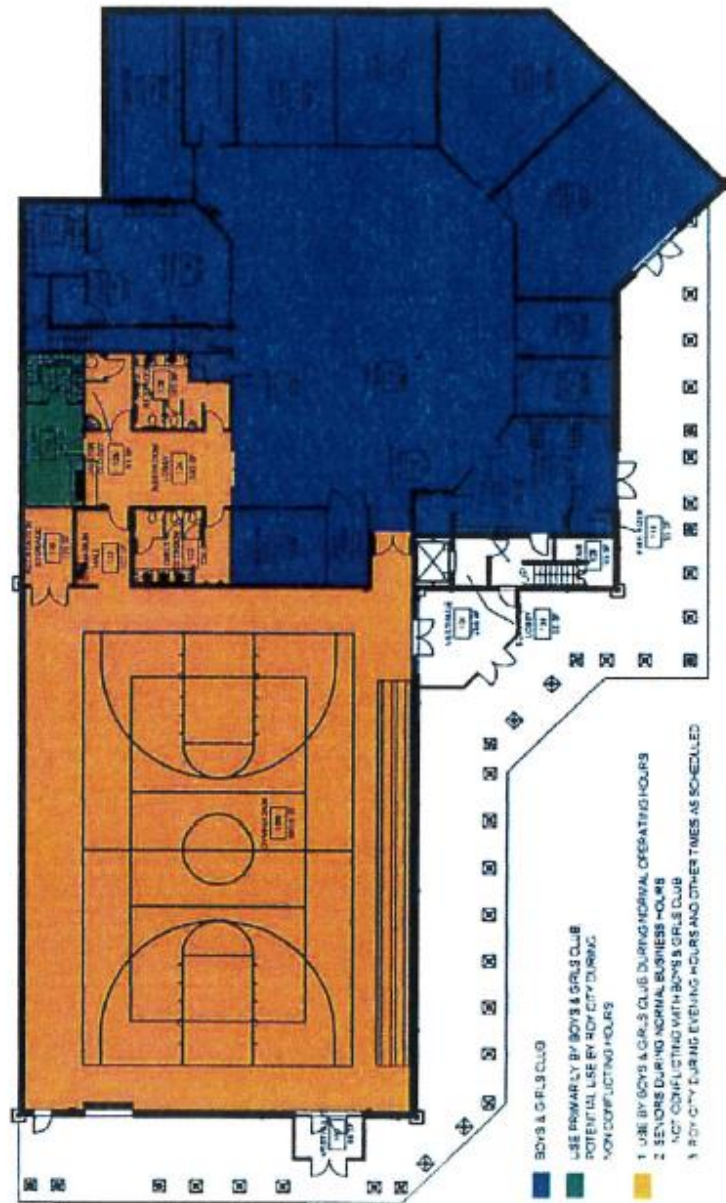


EXHIBIT A - SHEET 9



ATTACHMENT 2



County Commission
Weber Center
2380 Washington Blvd.
Suite 360
Ogden, UT 84401
(801) 399-8406
webercountyutah.gov

Dear resident,

Thank you for your letter regarding the senior centers. Weber County cares deeply for our seniors and the services they receive. Every year, the County provides 1.4 million dollars to Weber Human Services (WHS) that go directly to our seniors. These services include Meals on Wheels, RIDE transportation service, Medicaid support for seniors to continue living at home, in-home care, caregiver support, counseling, and more. These funds also go towards four senior centers in North Ogden, Ogden, Roy, and Washington Terrace. The Riverdale Senior Citizen Center has not requested funding in the past. Rather, Riverdale City has been responsible for raising the funds internally. As a result, the County has prioritized, budgeted, and allocated its funds to the other four centers.

The County has a certain amount of funds for senior services. To most efficiently serve our seniors, WHS is considering funding three full-time senior centers, beginning next summer. We want to ensure our seniors are being served geographically in the best way possible and are confident that we can serve the entire community with three centers.

Please know that we are not closing any centers and there are many other senior services that the County helps fund. WHS is looking into transportation options to make it easier for seniors to visit the center that will be closest to them. We are also encouraging cities to collaborate, work together, and make contributions so our seniors can continue enjoying these services. The seniors in our community can reach out to their cities to ask for support as well.

While WHS considers the decision to transition to three centers, which will be decided next year, we will fund the four centers (previously mentioned) for one year, as well as provide an allocated amount to the Riverdale center.

Sincerely,

Weber County Commissioner Chair James H. "Jim" Harvey

Weber Human Services Board of Directors Chair Robert Hunter

ATTACHMENT 3



City Manager Matt Andrews,

Weber Human Services (WHS) is seeking to enter into new partnerships with 3 cities in the operation of senior centers in Weber County. Funding is available for up to \$78,600 per year for three years for each funded location. Funded locations must commit to operating at least 5 days per week for a minimum of 6 hours per day and to make available a variety of programming including social activities, health and wellness activities, and congregate meals provided by WHS.

Cities that are interested in partnering with WHS to operate a senior center in their city should submit a letter of interest by 5:00 pm on Friday, July 19, 2024 to WHS with the following information:

- What type of partnership would your city prefer with WHS? WHS pass through funding to city and city employ and supervise staff and programming, or WHS employ staff and supervise staff and programming?
- What funding or resources will be provided/made available by the interested city toward the operation of the senior center? Give details.
- Describe any partnerships with other cities that will add resources to the partnership.
- If funding allocations included a component related to citizen participation levels in senior center services, what do you think should be considered in that component?

All partners must agree to the following terms:

- Patrons must be welcomed into the center, regardless of city of residence.
- Donations for lunch must be voluntary and returned to WHS to help cover the cost of the meal.
- The City must agree to recognize the partnership with WHS in their written materials and promotions, including website, newsletters, fliers, brochures.
- The City must provide data and information on their services upon request from WHS. All participants must complete the registration form, including the extra questions for those who receive meals. The city must maintain a registered user list and submit the list monthly, or as requested, to WHS.
- The City must ensure that the senior center director (or his/her designee) will participate in monthly meetings with WHS and the directors of other senior centers that receive operational funds and/or congregate meals from WHS.
- The City must create a reservation list for patrons and notify WHS Nutrition at least one business day in advance regarding how many meals will be needed.

WHS anticipates making a decision about funding partnerships to begin in FY 2026 by October 1, 2024.

237 26th Street • Ogden, UT 84401 • 801.625.3700 • www.weberhs.net