



ROY CITY
Roy City Council Meeting Agenda
February 6, 2018 – 6:00 p.m.
Roy City Council Chambers
5051 South 1900 West

A. Welcome & Roll Call

B. Moment of Silence - Councilmember Burrell

C. Pledge of Allegiance - Councilmember Burrell

D. Consent Items

(These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately)

1. Approval of the January 16, 2018 City Council Minutes

E. Action Items

1. Swearing in of City Council Member (Joe Paul)
2. Swearing in of Fire and Rescue Personnel
3. Swearing in of Management Services Director
4. Appointment of Planning Commission Members
5. Swearing in of Planning Commission Members
6. Award of Employee of the Month for January 2018
7. Consideration of Resolution No. 18-4 Approving an Interlocal Cooperation Agreement for Paramedic Aboard Charges
8. Consideration of Ordinance No. 18-3 Approving the Roy City Emergency Operations Plan Pages 1-26
9. Consideration of Resolution No. 18-5 Approving a Contract for the 1900 West Curb and Sidewalk Project
10. Appointment of Mayor Pro-Tem
11. Consideration of Request for Approval of an Alcoholic Beverage License for Express Fuel 8002 Inc. Located at 4395 South 1900 West
12. **6:00 P.M. PUBLIC HEARING** to Consider a Request to Amend the General Plan (Future Land Use Map) for the Property from Medium Density Single-family Residential to High Density Single/Duplex Family Residential for property located at approximately 1920 W. 4400 S.
 - (a) Consideration of Ordinance No. 18-1 Approving Amendments to the General Plan (Future Land Use Map) for the Property from Medium Density Single-family Residential to High Density Single/Duplex Family Residential for property located at approximately 1920 W. 4400 S.



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13. **6:00 P.M. PUBLIC HEARING** to Consider a Request to Amend the Zoning Map from R-1-8 (Single-Family Residential) to R-2 (Two-Family Residential) for property located at approximately 1920 W. 4400 S.

(a) Consideration of Ordinance No. 18-2 Approving Amendments to the Zoning Map from R-1-8 (Single-Family Residential) to R-2 (Two-Family Residential) for property located at approximately 1920 W. 4400 S.

F. Public Comments

G. Presentations

1. National League of Cities Presentation

H. Reports and Discussion

1. City Manager Report
2. Mayor and Council Report

I. Items for Follow Up and Review

1. Monthly Newsletter Update
2. Status of YCC Funding
3. Status of Weber County Island Annexation Process
4. Complex Proposals

J. 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.

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 2nd day of February, 2018. A copy was also provided to the Standard Examiner and posted on the Roy City Website and Utah Public Notice Website on the 2nd day of February, 2018.

Amy Mortenson
Roy City Recorder



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Minutes of the Roy City Council Meeting held in the City Council Chambers of the Roy City Municipal Building on January 16, 2018 at 6:00 p.m.

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 Robert Dandoy
Councilmember Saxton
Councilmember Tafoya
Councilmember Yeoman
Councilmember Burrell

City Manager, Jason Poulsen
City Attorney, Andy Blackburn
City Recorder, Amy Mortenson

Also present were: Parks and Recreation Director, Travis Flint; Public Works Director, Ross Oliver; Police Chief, Carl Merino; Acting Management Services Director, Matt Andrews; Lynette Sant, Glenda Moore, Anthony Turner, Kathy Faddis, Pete Brent, Nora Brent, Brad Sawyer, Bruce Perry, Joe Ritchie, Jean Ritchie, Larane Romer, Marilyn Savage, Darrin Albright, Ernest Rowley, Joanne Spendlove, Laree Hayward, Paul Johnson, Claude Payne, Eric Rudolph, Robert Percival, Willard Cragun, Brian Bard, Mike Puzey, Robert Joseph and Pamela Joseph.

***2:00 p.m. - 5:30 p.m.**

A. Interviews for City Council Interim Position 2:00 p.m. – 5:30 p.m.

Mayor Dandoy welcomed those in attendance and noted all Councilmembers were present. He explained how the interview process would be conducted and reviewed the following lineup:

2:00 p.m.—Mike Puzey
2:30 p.m.—Sharin Blackburn
3:00 p.m.—Ernest Rowley
3:30 p.m.—Chris Collins
4:00 p.m.—Ryan Cowley
4:30 p.m.—Joe Paul
5:00 p.m.—Marge Becraft

Mike Puzey

Mr. Puzey stated that he was born and raised in Roy, and he expressed his love for the City. He reviewed his education credentials, noting that he went into a health profession because it was at the root of quality living. Currently, he was the Athletic Director and a Health Instructor at Roy High School (RHS). He was a father of a young family and wanted to be a representative voice of other young families. He was grateful for the relationship Roy City had with area schools, and said his motive for applying for this position was a desire to give back to the community.

Councilmember Burrell asked the following question: How much time in minutes per week can you commit to this position? Mr. Puzey stated one hour per day. However, he could dedicate more time if needed.

Councilmember Tafoya: How will you respond to negative feedback from citizens? Mr. Puzey said it was



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difficult for him to hear negative feedback because he loved his town. He said his first response would be to listen, and hopefully the resident would extend the same courtesy to him as he spoke to the resident's concern. Mr. Puzey acknowledged that there were things they needed to work on as a City, but overall Roy was awesome and he would always want to highlight the positive things that were going on. He said he would address all citizens with respect, and noted that he had dealt with upset parents as an educator and coach. He said he would always respond with professionalism and have the citizens' best interest in mind. In the case of not knowing a particular answer, he would turn to more experienced Councilmembers for assistance.

Councilmember Yeoman: How can you contribute to your community by being on the City Council? Mr. Puzey stated that as the Athletic Director at RHS he had many connections. He wanted to help businesses grow, and he had relationships with many of the local business owners because they sponsored several athletic groups. He expressed a desire to organize a business committee, youth volunteer projects, sports clinics at the recreation center, and a day of service with the school district.

Councilmember Saxton: What knowledge do you have of economic development and what would your approach be if this was your assignment as a Councilmember? Mr. Puzey said it was important to be proactive in reaching out to quality businesses about coming into Roy. He also discussed the importance of establishing a social media presence, and suggested starting hashtags such as #shopinroy or #ishopinroy. He explained that some of the City's amenities could be improved to draw in residents from outside of Roy, in order to help the current sales tax base. Mr. Puzey's philosophy for funding City projects as a "pay as you go" approach; for this reason, it was important for the City to be generating sufficient revenue from a variety of sources, rather than placing the entire burden on residents who paid property taxes.

Councilmember Burrell asked Mr. Puzey to speak to the general election process. She asked: Why are you applying for this open position? Mr. Puzey stated that he voted during the general election and fully supported the candidates who ran. He said he applied for this position because now was a good time for him to do so. He mentioned having the support of his family. He expressed his belief in the election process.

Councilmember Tafoya: How well do you feel the Police and Fire Departments are running in the City? Mr. Puzey mentioned that he appreciated the Safety Days they hosted, noting that he attends every year with his kids. In addition, he worked with public safety personnel as a youth health instructor, and they always were professional. He said he fully supported public safety personnel and appreciated their service to the community. He was committed to working with each department to make sure they had the resources they needed.

Councilmember Yeoman: What is your vision for the City for the next five years? Mr. Puzey said he loved the City's beautification efforts, and suggested adding flowers on streets and at public roundabouts. He discussed the need to involve youth in cleaning up yards and trails, and stated that he could coordinate these volunteer projects. Mr. Puzey indicated he would also like to continue improving parks, especially Sandridge because of its proximity to RHS. Other areas of improvement he suggested included business growth and open channels of communication between residents and elected officials. He suggested the City implement a mass text messaging system as part of improved communication.

Councilmember Saxton: In talking to one of your references, he had mentioned you would put Roy first. What is it that you most like about Roy City? Mr. Puzey said the people were what he loved best about the City. He spoke about the importance of diversity and concluded by stating he would love to serve the



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City in this capacity.

Mayor Dandoy thanked Mr. Puzey for his time.

Sharin Blackburn, applicant, was a no-show.

Ernest Rowley

Mr. Rowley briefly described the uniqueness of appointing a Councilmember versus electing them. He explained that he started his professional career as a land surveyor for Sunrise Engineering. While there, he obtained his license for Utah and Nevada. Mr. Rowley worked in the private sector for 12 years before working for Weber County, where he then worked for 20 years. During his tenure with Weber County, Mr. Rowley worked as the elected Recorder Surveyor. In this position, he said he was able to reduce the budget and increase productivity, which were accomplishments that not reflected on his resume. He said he had a lot of experience with budgets, as well as dealing with personnel issues. He stated that he was now the co-owner of Landmark Surveying wherein he worked with realtors and developers. He had assisted many developers negotiate the government process in order to get projects approved.

Councilmember Saxton: As a local business owner, what can you bring to Roy City in terms of economic development? Mr. Rowley noted his business was based in West Haven. He explained that it wasn't just with his business in which he had dealt with land use issues. As the County Surveyor, one of his main responsibilities was to review subdivision plats. He had dealt with county ordinances on many occasions to make sure they were beneficial to all entities involved. He applied for the vacant Council position because he wanted to bring his expertise to the table.

Councilmember Yeoman: How else can you contribute to the City and to the City Council? Mr. Rowley said municipal government had many unique functions, including the oversight of utilities and infrastructure; he had dealt with these types of matters throughout his 35-year career. He had a strong knowledge of essential government functions and what was required of maintaining/operating these functions. He would bring the ability to look at engineering drawings in detail to make sure they were up to standard.

Councilmember Tafoya: How will you handle disparaging remarks about Roy City from citizens? Mr. Rowley said he had dealt with disparaging remarks in his profession, and these experiences gave him the ability to better relate to people. His first reaction was always to take a moment to listen and reflect upon the comments being made before formulating a response; in other words, he said he did not react to emotion. He contemplated what the source of frustration was in order to determine a solution.

Councilmember Burrell: How much time can you commit to this position, in minutes per day/week? Mr. Rowley stated that because he owned his own business he had the flexibility to contribute whatever time was necessary.

Councilmember Saxton: What is it that brought you to Roy, and what do you like most about Roy? Mr. Rowley said when he was hired at Weber County in 1995 he was living in Layton. One of the requirements for becoming the County Surveyor was that he needed to live in the County, and the most desirable place to live was in Roy. He said he raised his kids here; all of his children went to RHS. There wasn't a lot of commotion and noise in Roy like there was in other cities in the County.

Councilmember Yeoman: What goals do you have for the City for the next five years? Mr. Rowley relayed a personal experience in working with a friend whose business in Roy had burned down. In



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working with them to prepare development plans to re-build the business, he discovered that Roy City's application process was onerous and lengthy to the point of his friend giving up on the project entirely. Mr. Rowley said this needed to change.

Councilmember Tafoya: How important is public safety in Roy, specifically the Police and Fire Departments? Mr. Rowley said public safety was an essential role of government. Roy was one of the few cities in the County with its own Police Department, for which he thanked the City. He noted that he had several family members working in law enforcement, and was extremely supportive of them.

Councilmember Burrell—Where were you during the general election process? Why didn't you run, and why are you applying for this position now? Mr. Rowley said he didn't run for office this year because a couple of years ago he ran and lost an election, and the loss still stung. He viewed this as an opportunity to serve again.

Councilmember Saxton: I called your references and they said you were a "good man". He asked Mr. Rowley to define what "good" meant. Mr. Rowley said "good" meant different things to different people. He said he was uncomfortable answering this question because he didn't like talking about himself. He talked about his experiences of growing up and the examples of honesty and integrity that he learned from his father.

Mayor Dandoy thanked Mr. Rowley for his time.

Chris Collins

Mr. Collins said he had been living in Roy for three years. He had three young children who went to school in Roy, and currently worked full-time for the Navy. He said ever since moving to Roy he had wanted to serve the community. He said he was happy to be under consideration for the position.

Councilmember Tafoya: How will you handle disparaging remarks about Roy City from citizens? Mr. Collins said he would ask them to elaborate on what they didn't like and why. He would allow the disgruntled citizen to explain themselves.

Councilmember Yeoman: What are your goals were for the City and where do you see the City going in the next five years? Mr. Collins said he would focus on bringing in new businesses to increase the tax base and relieve the financial burden from the citizens. In addition, he would try to change the perspective of Roy being an unfriendly city. Mr. Collins said he wanted to work with the Hill Air Force Base (HAFB) to facilitate changes such as improving the exit, putting in a side attraction or developing a hotel site next to the museum. He said 5600 South was on everyone's mind and he would like to do whatever was necessary to get this project moved up. Mr. Collins said he would also focus on public safety, noting there had been an uptick in crime in the area. Roy's Police Department had become a training ground for new officers and they had a difficult time retaining employees; Mr. Collins wanted to increase salaries and resources to aid retention efforts.

Councilmember Saxton thanked Mr. Collins for running a clean campaign. He then asked Mr. Collins to talk about what his strategy would be in terms of improving the City's economic development. Mr. Collins said he would first assess what was happening internally that was preventing businesses from coming to Roy. Once unfriendly business practices were eliminated, he would proactively pursue businesses at conventions. He explained that it was important to have an economic development game plan in place.



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Councilmember Burrell: How much time can you commit to this position? Mr. Collins said this was hard to quantify. He said he would be available as long as needed and until issues were resolved. He said he could be flexible.

Councilmember Tafoya posed the following budget scenario and question: If there are excess funds, would you rather fund a full-time police officer or implement a reduced garbage fee for the residents? Mr. Collins answered that he would hire a full-time police officer. He said this was a better benefit to residents and stated that he supported law enforcement.

Councilmember Yeoman: What suggestions do you have to increase communication between the citizens and elected officials? Mr. Collins discussed changing the format of the newsletter from paper to electronic so it could be distributed more quickly and efficiently. He suggested they obtain email addresses when citizens set up utility accounts. He said this would also give residents a chance to reply to the email and get a more immediate response from the City. He explained that a social media presence was also valuable, and that citizens really appreciated online interaction with elected officials.

Councilmember Saxton: What is it about Roy that made your family settle here? Mr. Collins said he got a great home at a great price. He lived in a great neighborhood and community, and he saw a lot of potential in the City. He mentioned that RHS recently received an “F” rating by the State, which didn’t entice other citizens to move to the area. He wanted to work with the school district on this issue, and wanted to help foster a greater sense of community pride.

Councilmember Burrell asked him to the general election process. She asked: What was positive or negative about your campaign? Mr. Collins said as the youngest person to run the tables were slanted against him because he couldn’t appeal to all members of the community. However, he said he really liked the campaign process and the online interaction with residents. He suggested live streaming meetings as a way to be more transparent in all aspects of campaigning. He said he appreciated the manner in which other candidates ran their campaigns.

Councilmember Yeoman: If you had moved elsewhere instead of Roy, do you feel like you would have still gotten involved with public service and run for office? Mr. Collins said he had always been interested in public service. He explained that he made the decision to be someone who came up with solutions rather than someone who complained. He had a desire to be involved in the community in which he lives.

Mayor Dandoy thanked Mr. Collins for his time.

Ryan Cowley

Mr. Cowley said he had lived in Roy since 2003 and was currently raising kids ranging in the ages of 8 to 16. He presently worked for Weber County as the Elections Director and had a significant role in the vote-by-mail transition. He held a Bachelor of Arts Degree in Business Information Systems from Utah State University, and was would finish Masters of Public Administration degree from BYU this summer. His career goal was to eventually become a city manager. He was interested in local government because this was where the most lives could be directly impacted.

Councilmember Yeoman: What are your goals for the City? Where do you see the City in the next five years? Mr. Cowley said Roy had a bright future, and that there were more opportunities now than there had been in the past. He stated that one area of improvement for the City was transparency. Mr. Cowley said he appreciated the interaction between citizens and elected officials, especially on social media and through the new website. He discussed the importance of recording meetings and stated that the next step



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was the live stream them in real time. He explained that transparency built trust; while people didn't always agree with one another, transparency at least helped them see the logic behind decisions. He said some of the issues Roy was facing also existed when he moved to Roy 15 years ago; those issues included traffic and infrastructure. He wanted to put a traffic plan in place and to push UDOT on the 5600 South project. He stated that he liked the Focus Roy Plan because it laid groundwork for the City's future.

Councilmember Saxton: How would you approach economic development in the City? Mr. Cowley explained that it was important to first determine the City's goals and vision. He said having worked in government he had many contacts; once a plan was put in place, he could help get funding for economic development projects throughout the City. He explained that as a City they did not need to "reinvent the wheel" on economic development. He said there were other cities that had undergone the type of growth Roy would experience, and they could look at what plans were implemented elsewhere to tailor an appropriate plan.

Councilmember Burrell: How much time can you commit to this position? Mr. Cowley said this would vary; however, he would dedicate as much time as needed to this position.

Councilmember Tafoya: How would you handle disparaging remarks about Roy City from citizens? Mr. Cowley said he was faced with these types of experiences in his job, especially in the current political climate. He said the most important thing to do was listen, because people wanted to be heard. He could respond with answers and solutions at the level to which people were willing to listen.

Councilmember Yeoman: What do you feel you can bring to the City Council and to Roy City? Mr. Cowley stated that he was raising his family in Roy and enjoyed living there. He said he brought fresh solutions and could enact positive change.

Councilmember Saxton: What brought you to Roy and why? Mr. Cowley explained that he found a good home for the right price in Roy. Once his family arrived, Roy felt like home.

Councilmember Burrell: Why didn't you run in the general election? Mr. Cowley explained that as the Elections Director, he did not feel he could ever run for public office due to a potential conflict of interest. Therefore, this opportunity of being appointed to a Council presented a unique opportunity. He indicated that he did not know where he would be in two years.

Councilmember Tafoya: How important is Roy City's public safety to you? Mr. Cowley answered that public safety was very important and said in his experience, the City's response teams had shown a high level of professionalism. He said one problem in this area was retaining officers; it was hard to compete with salaries. It was critical to get seasoned officers mixed in with newer officers, and the City needed to give the Police Department all of the resources they needed.

Councilmember Yeoman: How would your professional experiences benefit the City Council and Roy City? Mr. Cowley responded that one of Roy's biggest assets was City Recorder, Amy Mortensen. He said she was top notch and did great work for the City. He also stated that he had connections with members of the State legislature, and that those types of relationships took years to build. He explained that one of his key roles was evaluating how State legislation would impact smaller entities, and then finding ways to ensure that those laws worked for the governments they intended to benefit. He had the ability to look at issues from multiple perspectives.

Councilmember Saxton: I spoke to one of your references and they said "I can't say enough about how



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good he is”. Why are you so “good”? Mr. Cowley responded that anytime he had a job to do, he would do it to the best of his ability. He was always looking for ways to improve.

Councilmember Saxton: What could you do in two years for Roy City that might take others more time to accomplish? Mr. Cowley said by starting off knowing his term would only be two years, he was eager to hit the ground running. Everything that he did would have a sense of urgency.

Mayor Dandoy thanked Mr. Cowley for his time.

Joe Paul

Mr. Paul said he had lived in Roy for 18 years, and had raised all of his children here. His family was his biggest driving force, and he wanted to preserve the community for future generations. He loved Roy, which was why he had run for Council three times. He was also involved in search and rescue, law enforcement, schools, athletics, and the Planning Commission. One of his accomplishments while serving on the Planning Commission was that he helped pass a chicken ordinance. He said that regardless of tonight’s outcome, his heart would always be in Roy. He commented that he would keep running for office either until he died or got elected. He explained that his philosophy for improving the City was not that it needed a major overhaul; rather, it was a matter of putting some of the finishing touches in place. Mr. Paul said he understood fiscal budgets and the budgeting process. In his profession he worked with volunteers and managed employees. Throughout his career he had always looked at how to serve both the people as well as his employees, who he considered to be his greatest asset. He expressed appreciation to the City’s present elected body as well as staff, and recognized that their jobs were difficult. He said he trusted that their decision making was based on the best interest of the citizens. Mr. Paul said he wanted to work with them to continue making Roy a great place to live, and he believed the Focus Roy Plan was a starting point for molding the City’s future. He said he put forth a valiant effort to make a difference and to bond with people; he attributed his 2,457 votes to his ability to connect with and understand people. He said this last election garnered the highest number of voters in several years. He said he had great running mates and loved being in the election process with them; together they could all make a difference.

Councilmember Yeoman: How much time can you commit to this position? Mr. Paul responded that he could commit as much or as little as needed. Last year he attended almost every Council meeting in addition to all of the Planning Commission meetings. His employer and family supported him in his public service responsibilities.

Councilmember Tafoya: How would you handle disparaging remarks about Roy City from citizens? Mr. Paul said that unfortunately, negative public comments were received. He explained that throughout the entire election he sought to maintain a positive approach. He explained that it was important to address concerns and make decisions on what was best for the whole community. He said improved communication in the City would help curtail some of this negativity. He loves Roy City and would defend it to the best of his ability. He said it was okay to be concerned and bring forth issues, but it was just as important to bring forth solutions. He wanted to be part of the solution not the problem, and encouraged others to do the same.

Councilmember Yeoman: You commented to me earlier that you can make more of a difference on the Council than the Planning Commission. Can you explain this? Mr. Paul explained that the Commission was a recommending body, not an approval body; the real decision makers in the City were Councilmembers. For this reason, he felt he could contribute more on the Council.



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Councilmember Saxton expressed appreciation to Mr. Paul for how he ran his campaign. He then asked: What would be your approach to economic development? Mr. Paul responded that he would reach out to businesses that wanted to come to Roy. In addition, there were some business practices on the City's end that needed to be streamlined. He stated that Roy had great assets, such as the train station and areas for potential mixed use development that could be improved in order to bring more people from out of town into Roy. He noted that he would also like to explore projects that would complement HAFB, such as restaurants or a hotel.

Councilmember Burrell—Can you talk about your performance in the general election? Mr. Paul stated that he thought did well. He believed the vote-by-mail initiative was resulting in greater voter turnout as well. He suggested in the future they hold more “meet the candidates” nights, as these events proved to be helpful. Mr. Paul noted that he garnered the third highest vote count, and was only short by 28 votes. He then briefly discussed increased communication between elected officials and residents, and noted that social media was one such tool.

Councilmember Tafoya: How important is public safety to you? Mr. Paul stated that he was an avid supporter of law enforcement; he noted that his wife worked with the Sheriff's Department in Layton, and that he also worked with the Sheriff's Department for 24 years. He agreed with the tax increase, and said it was necessary in order to retain good officers. He said there had been an uptick of crime in Roy, and they needed to provide the Police Department with all of the resources necessary to protect the community. He said law enforcement was the most thankless job out there and they deserved more than they received, whether in Roy or elsewhere.

Councilmember Yeoman: What are your goals for the City for next five years? Mr. Paul said it was economic development. The City needed more money and they could either get it from the citizens or from the sales tax base. Other issues of importance included redevelopment projects in Roy, traffic congestion (including 5600 South), transportation around the train station, a potential widening of 4000 South, improved communication channels between elected officials and citizens, and continuing to take care of the City's employees.

Councilmember Yeoman posed the following budget scenario and question: If there are excess funds, would you rather fund a full-time police officer or implement a reduced garbage fee for the residents? Mr. Paul stated that if the Police Department needed more officers, he would allocate those funds to hiring another full-time police officer.

Councilmember Saxton: One of your references said you have vision to research and accomplish things. Can you tell us why you have such good vision? Mr. Paul said he wanted to make a difference. He shared an experience from over the summer when he ran into a burning building to rescue senior citizens. He explained that he liked tackling challenges and finding solutions, and had the ability to make things run more efficiently. He stated that regardless of whether or not he is selected for the position, he would continue serving the City.

Mayor Dandoy thanked Mr. Paul for his time.

Marge Becraft

Ms. Becraft stated that she grew up in Hooper and attended Roy Junior High the year it opened. Her desire to serve came when she returned to Roy after living in North Carolina for five years. She had won and lost elections, and understood the feelings that came with both defeat and success. Her beginning years with Council were less intense than they were now; however, those early years were a precursor to



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current issues. She said she had always had the attitude that if she was going to be involved, then she was going to be involved 110%. For the last 30 years she had developed a love for Roy that was unsurpassed by any other place she had previously lived. When she decided she was going to run for Council, she attended meetings and studied the City's ordinances. When she was elected to the Council she quickly learned the importance of getting to know the employees and the citizens of the City. She described her experiences in organizing the 75th anniversary of the City as "marvelous" and said she enjoyed getting to know Roy's founders. For this reason, she wanted to push for placing historical signs throughout the City. Ms. Becraft said she trusted department heads; they were experts in their respective areas, and were the most valuable resource when resolving citizens' concerns. Ms. Becraft stated that she understood fiscal budgets and the budget process. Beautification was important to her from the beginning; she believed the youth should be involved with these efforts, and she was still involved in organizing youth volunteer projects. She also loved how the Christmas lighting program continued to grow each year, and said this was a testament to community involvement.

Councilmember Saxton: What is your approach to economic development? Ms. Becraft answered that economic development went hand in hand with beautification efforts. In addition, they also needed to streamline the City's business practices in order to approve projects in a timelier manner.

Councilmember Yeoman: What do you think you can continue contributing to Roy, if you had another two years on the Council? Ms. Becraft said she looked forward to working with citizens in continuing beautification efforts throughout the City.

Councilmember Burrell: How much time can you commit to this position? Ms. Becraft said she was available any day except Wednesday after 11:00 a.m.

Councilmember Tafoya said to Ms. Becraft that she decided not to run for re-election. He asked: Why are you applying for this position now? Ms. Becraft said she thought she had given enough time on the Council; however, the beautification committee had a new vision for the community and she wanted to continue her involvement for another two years.

Councilmember Saxton: What was it about Roy that made you come home? Ms. Becraft stated that the reason they left was to pursue her husband's job. However, after changes in management that lead to job loss, they decided to move back to Roy where they had lived for the past 30 years.

Councilmember Yeoman: Where do you see the City in the next five years? Ms. Becraft said she envisioned a feeling of community pride as being a strong point in the City. Councilmember Yeoman asked how the City would reach that point. Ms. Becraft explained that the beautification committee was going to start involving individual neighborhoods in various cleanup projects. Youth volunteer groups would be recruited to help clean yards for residents who were unable to do the work themselves. She stated that this would foster a community of individuals who cared for one another.

Councilmember Burrell: How would you build relationships with other institutions in Roy, such as schools and businesses? Ms. Becraft said they had done quite a bit with schools over the years in organizing youth service projects. She mentioned having worked with the school district to organize a swim day this past year, which was a huge success. She said she would also like to see businesses be more involved in the City as well.

Councilmember Tafoya: How important is public safety to you? Ms. Becraft said public safety was extremely important. She stated that the City's public safety personnel had always been extremely



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responsive and professional whenever she needed to call upon their services. Furthermore, she had several family members who worked in public safety, and she believed they needed to be given all of the resources they needed.

Councilmember Saxton: In talking to your references, one of them said that they would give you “high marks”. What are the “high marks”? Ms. Becraft described herself as a “worker bee”. She gave herself an “A” grade in terms of her service to the residents of Roy.

Councilmember Burrell: What was your strategy for establishing relationships with citizens and department heads? Ms. Becraft said she built relationships with people by caring about them and always communicating with them. She explained the importance of responding to citizens’ needs.

Mayor Dandoy thanked Ms. Becraft for her time.

Council Discussion

Mayor Dandoy stated the Council could discuss the candidates’ interviews and narrow down two finalists to take into the regular meeting before voting. He asked the Council if they should allow public comments on the matter before voting. Councilmember Saxton was in favor of allowing public comment prior to making a vote.

Councilmember Tafoya expressed the concern that if this matter was opened for public comment, there would be nothing that would prevent candidates from texting all of their friends to show up and speak on their behalf. He said this process was not meant to include public comment for a reason. It was the Council’s choice to make, and this was how to comply with State law. Councilmembers were elected to make tough choices, and this was one of them.

Councilmember Burrell stated that the public already had ample opportunity to comment on this issue; there was proper noticing of the item and as elected officials their lines were always open. She said she received several emails on this issue, and the public’s feedback would factor into her vote. Also, the agenda for tonight’s meeting did not list this item as a public hearing. She was concerned that changing the agenda at the last minute would be problematic.

Councilmember Yeoman said when they went through this process at the time she was appointed to the Council, public comment was not allowed. She said the appointment process was different than the election process, and they needed to be careful about the precedence set on the matter.

Councilmember Saxton asked the rest of the Council if they believed the residents who contacted them on this issue felt like they had been heard. Councilmembers Burrell and Yeoman indicated they read every single piece of correspondence they received on the matter. Councilmember Saxton asked if legally they could allow public comments. Andy Blackburn, City Attorney, stated that legally they were not required to give public comment for this decision. However, the appointment had to take place during a public meeting. The majority consensus of the Council was that public comment would not be taken on this matter during the regular meeting.

Mayor Dandoy called for a roll call vote to determine the Council’s top two finalists. The preliminary votes were recorded as follows:

Councilmember Tafoya voted for Mike Puzey
Councilmember Yeoman voted for Joe Paul



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Councilmember Saxton voted for Joe Paul
Councilmember Burrell voted for Joe Paul

Mayor Dandoy stated that Joe Paul and Mike Puzey were the two finalists, and he explained that a final vote would be taken during regular meeting. He thanked the candidates for their time and service.

***6:00 p.m. Regular City Council Meeting**

A. Welcome & Roll Call

Mayor Dandoy welcomed those in attendance and noted all Councilmembers were present. He stated that staff tried to live stream tonight's meeting; however, due to a court session today they were unable to get all of the equipment up and running. Moving forward, Council meetings would be live streamed.

B. Moment of Silence

Councilmember Saxton led the audience in observing a moment of silence.

C. Pledge of Allegiance

Boy Scout Troop 275 led the audience in reciting the Pledge of Allegiance.

D. Action Items

1. Appointment of Mid-Term City Councilmember

Mayor Dandoy explained the interview process and stated the Council narrowed the selection of candidates down to two finalists in accordance with State code: Joe Paul and Mike Puzey.

A roll call vote was taken. The roll call was as follows:

Councilmember Tafoya voted for Mike Puzey
Councilmember Yeoman voted for Joe Paul
Councilmember Saxton voted for Joe Paul
Councilmember Burrell voted for Joe Paul

Mayor Dandoy stated that Joe Paul would be appointed to sit as a Councilmember for the next two years. The appointment would take place at the first meeting in February. He thanked all of the applicants and said this was a difficult decision for the Council to make.

2. Swearing in of City Council Member (Jan Burrell)

Amy Mortenson, City Recorder, administered the Oath of Office and Jan Burrell was sworn in as a Roy City Councilmember.

3. Swearing in of Police Officer

Chief Merino introduced Zack Baker and stated that Mr. Baker was a recent academy graduate. He would begin field training this week.

Amy Mortenson, City Recorder, administered the Oath of Office and Zack Baker was sworn in as a Roy City Police Officer.



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Officer Baker took a few minutes to introduce the members of his family who were present in the audience.

4. Swearing in of Planning Commission Members

Amy Mortenson, City Recorder, administered the Oath of Office and Leland Karras and Claude Payne were both sworn in as Roy City Planning Commissioners.

Mayor Dandoy announced that the Planning Commission Chair resigned last week, in addition to Mr. Paul being appointed to the Council. The City would be posting announcements for these two vacancies sometime within the coming week.

5. **6:00 p.m. Public Hearing** to Consider Adjustments to the Fiscal Year 2018 Budget

Councilmember Yeoman motioned to enter a Public Hearing. Councilmember Burrell seconded the motion. All Councilmembers voted “aye”. The motion carried.

Acting Management Services Director, Matt Andrews, presented the following FY 2018 budget amendments:

General Fund

Revenue:

- Increase the estimate for Sales Tax by \$60,000.00 to equal actual revenue received in FY 2017.
- Re-budget remainder of 2017 RAMP grant and budget 2018 RAMP grant for \$8,998.00, and \$37,773.00, respectively.
- Increase the RAMP budget by \$337,000.00 for the Skate Park.
- Budget for the 2017 EMS grant of \$7,622.00.
- Decrease the revenue budget for bonds for the Fire Truck by \$725,000.00. The City will be paying cash.
- Increase the budget for sale of fixed assets by \$42,700.00 for the sale of the City Manager’s vehicle.
- Increase the budget for donations for Roy Days by \$5,923.00.
- Increase the budgeted use of fund balance reserves by \$1,066,352.00 for all expenditures listed below that aren’t funded by the additional revenue items.

Expenditures:

- Provide funds for a back billing by PacifiCorp from July 1, 2015 to June 30, 2018 for an agricultural lease agreement for a detention pond and public park, \$5,725.00.
- Provide funds to correct the budget for workers compensation in the Justice Court, \$1,900.00.
- Provide funds for the increase in Christmas bonuses paid to employees, \$16,300.00.
- Provide funds for the retirement payout of an employee at the Recreation Complex, \$16,307.00.
- Transfer funds from the General Fund to the Capital Projects Fund for construction of a skate park, \$537,000.00.
- Provide funds for cameras and a badge system at the fire houses, \$15,600.00.
- Remove funding for ADA Improvements of \$100,000.00. This was an estimate by the previous City Manager, and further review showed that level of funding was not necessary and could be used for improvements to the basement to enhance ADA accessibility.



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- Increase funding for the basement remodel by \$100,000.00; combine it with the \$100,000.00 made available from ADA Improvement; and transfer the funds to the Capital Project Fund for expenditure.
- Provide funding for a new City Manager's vehicle, \$39,500.00.
- Increase expenditures by \$7,622.00 for the 2017 EMS per capita grant.
- Provide funding for stipend paid to employee for assuming additional responsibilities as City Manager, \$12,892.00.
- Provide funding for the Risk Management Specialist/Legal Assistant, \$35,200.00.
- Provide additional funding for City Manager position due to termination of previous and rehiring new, \$65,548.00.
- Provide funds to have a salary survey completed, \$30,000.00. This would replace the in-house survey of Parks, Recreation, and Public Works. Completion of a survey does not signal an increase in wages but sets the basis for future in-house analysis and completes the overall development of an effective wage scale rolled out in 2017. Findings from the survey would be used to determine if any adjustments are necessary.
- Provide funds to change out older Christmas lights, \$10,000.00.
- Provide funds to make a contribution to the YCC, \$8,000.00.
- Adjust the Roy Days budget for private donations and event fees, \$18,037.00. The 2017 wage scale implementation had not been considered when the budget was first developed, and the added event fees and contributions allowed for increased expenditures for activities.
- Provide funding for expenditures under the 2017 and 2018 RAMP grants, \$46,771.00.

Capital Projects Fund

Revenues:

- Increase transfers from the General Fund by \$737,000.00; \$537,000.00 for the Skate Park and \$200,000.00 for the Municipal Building basement remodel.
- Increase the contribution from fund balance reserves by \$15,000.00. At the end of fiscal year 2017, the residual balance was greater than estimated when the budget was originally prepared.

Expenditures:

- Provide funding for the construction of the Skate Park, \$537,000.00.
- Provide additional funding for the remodel of the Municipal Building basement, \$200,000.00.
- Adjust budget to expend 2017 residual funds by reducing the Beautification budget by \$10,000.00 and increasing the Municipal Building basement remodel by \$25,000.00.

Water and Sewer Utility Enterprise Fund

Revenues:

- Increase the revenue estimate for sewer due to the rate increase by Central Weber Sewer District, \$3,987.00.

Expenditures:

- Increase the budget for Central Weber Sewer District based on the rate increase of 2018, \$3,709.00.
- Increase the budget for franchise fees due to the increase in sewer rates, \$278.00.

Storm Water Utility Enterprise Fund

Expenditures:



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- Provide funds for a back billing by PacifiCorp from July 1, 2015 to June 30, 2018 for an agricultural lease agreement for a detention pond and public park, \$11,450.00.
- Decrease in the contributions to fund balance to offset expenses, \$11,450.00

Glynn Moore, 2088 West 3825 South, stated with regards to YCC it would read better if it was Roy City's share of the overall contribution; this way, it would not appear as if the City was just giving money away.

Councilmember Tafoya motioned to go out of the Public Hearing. Councilmember Saxton seconded the motion. All Councilmembers voted "aye". The motion carried.

- a. Consideration of Resolution No. 18-1 Approving Adjustments to the Fiscal Year 2018 Budget

Councilmember Yeoman motioned to approve Resolution No. 18-1 Approving Adjustments to the Fiscal Year 2018 Budget. Councilmember Burrell seconded the motion. A roll call vote was taken. All Councilmember voted "aye". The motion carried.

6. Consideration of Resolution No. 18-2 Declaring Certain Property as Surplus and Authorizing its Sale

City Manager, Jason Poulsen, presented a list of vehicles from the Roy City Fire and Rescue Department; they were nearing the end of their road life and needed to be surplus. The list was presented as follows:

2002 PT Cruiser
VIN Number 3C8FY581312T326268
42,000 Miles

2003 Ford Ambulance
VIN Number 1FDWF36P63ED86621
121,000 Miles

Councilmember Yeoman motioned to approve Resolution No. 18-2 Declaring Certain Property as Surplus and Authorizing its Sale. Councilmember Saxton seconded the motion. A roll call vote was taken. All Councilmembers voted "aye". The motion carried.

7. Consideration of Resolution No. 18-3 Approving a Job Description and Salary Range for a Risk Specialist

Mr. Poulsen presented a job description for a Risk Specialist position, and noted that a salary range was not posted because this would be a lateral move. The position would be included in the salary survey and placed in the appropriate range which would be approved in July. He said this position would be a great benefit the City, because they currently had one person fulfilling two different disciplines.

Councilmember Burrell motioned to approve Resolution No. 18-3 Approving a Job Description and Salary Range for a Risk Specialist. Councilmember Yeoman seconded the motion. A roll call vote was taken. All Councilmembers voted "aye". The Motion carried.

E. Consent Items



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(These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.)

1. Approval of the December 19, 2017 City Council Minutes
2. Approval of the January 2, 2018 City Council Minutes

Councilmember Yeoman motioned to approve the City Council minutes for December 19, 2017 and January 2, 2018. Councilmember Saxton seconded the motion. All Councilmembers voted “aye”. The motion carried.

F. Public Comments

Mayor Dandoy opened the floor for public comments.

Marilyn Savage, 6071 South 2200 West, read the following statement:

“On January 8th I sent each of you a letter via email from the address posted on the Roy City Webpage. I asked for your response on the matter. As of today, only one of you has responded which is Bryon Saxton. As for the rest of you, I’m curious why I have not heard anything from you. We as citizens rely on you to be our voices on this Council. Today I can’t help but feel I am speaking into the wind. I feel you have not cared about how I have felt. I’m not alone in this as I read through the various social media outlets. I see many others that say ‘our representatives are not responsive’. I feel that we as citizens have a right to be acknowledged and we should know your opinions, or even if it is to thank me for caring about the matter. When I ask questions I expect feedback. You don’t have to agree with me, just let me know that you have received the email. The only way I know to have your opinion is to email you. I don’t know where you live or even if you want me to have your phone number. So, either tell me where you live and your phone number or answer my emails, please.”

Councilmember Burrell said she received the email and still needed to respond. She noted that she didn’t have access to her new email account until this week and apologized for the delay.

Councilmember Yeoman said she checked her email and did not know how she missed Ms. Savage’s email. She said they could also speak over the phone.

Mayor Dandoy asked Councilmembers to verify the accuracy of their contact information as it was posted in the City’s newsletter. He asked the citizens to continue sending feedback and said as elected officials they were committed to doing better.

Keith Wilson, 6004 South 2550 West, wanted to voice his opinion regarding the Council seat appointment. He was informed that Joe Paul was already appointed. Mr. Wilson thanked the Council for their selection, and said this was the person citizens wanted to be appointed.

Eric Rudolph, 4099 West 5600 South, talked about his concern with the winter parking ordinance. The parking ordinance stated citizens couldn’t park on public streets from November 15 through March 15, between the hours of 1:00 am and 7:00 am. He said these requirements were outdated to those who had multiple cars. He suggested Roy considering adopting language similar to what was written in Herriman City ordinance, which prohibited parking on streets when it was snowing or there was snow on the street. In the case of Herriman City’s ordinance, the dates they posted were November 1 through April 1; he



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preferred the dates included in Roy's ordinance. Another option was to issue permits at a cost. He asked the Council to address this issue.

Bradley Sawyer, 2625 West 5625 South, echoed Ms. Savage's comments and said communication had been a problem for many years. He said officials were beholden to acknowledge feedback from the people who put them in office.

Mayor Dandoy closed the floor for public comments.

Councilmember Saxton said he appreciated the input from citizens, and stated that this was a learning curve for him. He assured the public that they could contact him at anytime, and confirmed that his contact information as posted in the newsletter was correct.

Councilmember Burrell confirmed that her contact information as posted in the newsletter was also correct.

Mayor Dandoy invited citizens to copy him on emails and he would make sure they received a response.

G. Presentations

1. Utah Risk Management Mutual Association Presentation

Mr. Poulsen introduced Paul Johnson, who represented URMA. The time was then turned over to Mr. Johnson for a brief presentation.

Paul Johnson, URMA Executive Director, stated that they had been the City's liability insurers for over 30 years. URMA was a pool of cities, not an insurance company. All of the participating entities had decided that they wanted to run with an insurance model, but have put enough safeguards in place that their budgets would never get hit in any one year. He explained that in total there were 16 participating cities, and each had a representative on the board of directors which made decisions regarding policies, coverage, practices and procedures. In the event of a lawsuit, URMA would contact the City Attorney and/or City Manager and ask them who they would like URMA to retain on Roy's behalf. Cities also had an opportunity to weigh in on strategy, and URMA was committed to following the City's lead on the matter.

Mr. Johnson explained that URMA had sufficient reserves to take care of any overages. As a self insurance program, they paid everything upfront; the City paid URMA back 20% per year over five years, interest free. However, there was a cap on the amount that the City paid back; they would never pay over 25% of the premium on any given lawsuit, in any given year. The most that Roy would pay on a lawsuit in any given year was \$19,500. If the 20% of the money expended was greater than that amount, then URMA's reserves would make up the difference. URMA procured a policy that covered each claim (not aggregate) up to \$6 million, which kicked in at \$717,000. He described the worst case scenario that could possibly occur.

Mr. Johnson explained that URMA appreciated cities that managed risk as much as possible. Sometimes incidents were inevitable; however, cities had the power to avoid liability in the first place. To assist cities with this effort, URMA provided multiple training programs to over a wide range of topics.

Mr. Johnson explained that premiums were determined based on the following formula: population, budget and inspection score. He said this formula had not changed since 1985, when URMA was



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established. He concluded by stating that URMA was happy to serve the City of Roy.

2. Roy City Recreation Complex Feasibility Study Presentation

Parks and Recreation Director, Travis Flint, said he and Aquatics Director, Julie Cragun, had been discussing ways to improve the Recreation Complex for many years. He reviewed a list of improvements they had undertaken at the facility, and said it became clear to them that in order to take this to the next level they needed to bring in a team. He turned the time over to Holly Adams to discuss options for moving forward.

Holly Adams, representing ArchNexus, stated that she worked on the Aquatic Center 16 years ago. She explained that their expertise was renovation, and that they started this process by asking staff what their vision was for Roy City recreation. They looked at the current population, surrounding populations, projected growth, level of service and service delivery, and the community's capacity for spending money on recreation. Presently, Roy City recreation collected approximately \$636,000 during summer months and \$22,000 during the winter months.

Ms. Adams stated that the National Recreation and Parks Association (NRPA) had a set of guidelines they reviewed when making a determination regarding the City's level of service. They recommended two to 3.5 square foot per person of recreation, depending on a city's population. In 1977, Roy had 2.4 square feet of recreational space per person, and this number had since decreased to .82 square feet per person. In order to get back up to 2.4 square feet per person, Roy needed approximately 100,000 square feet of recreational space.

In response to a question from Councilmember Tafoya, Ms. Adams said the City did really well on parks and open space; it was the brick and mortar recreation facilities that the City was lacking. She went on to describe the provisions the City could make with \$1 million, \$3 million and \$5 million; however, she stated that these options would not fully solve the issues they faced in providing an adequate level of service within their recreation department.

She presented the possibility of constructing new a facility and suggested Emma Russell Park as a potential location. The ideal building would have 80,000 square feet and provide areas for fitness, swimming, a gymnasium and locker rooms. She said Emma Russell Park worked well because there was some existing parking. However, they could also look at other areas that were more centrally located. In total, a project of this scale would cost approximately \$28.9 million.

Councilmember Saxton said with the recent election a bond was approved for a new Roy Junior High. He asked if they had considered incorporating some of these ideas with the new junior high. Mr. Flint answered affirmatively and stated that he met with Matt Williams, the Superintendent for the school district. The only concern at this point was space. Ms. Adams added that the last two projects she worked on also involved school districts.

H. Reports and Discussion

1. City Manager Report

Mr. Poulsen reported on the following:

- RFPs:
 - Staff selected a new mailing service from the Salt Lake area, and they would be able to do everything that was needed, included sending monthly newsletters. He said this



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would save the City time and money. Mayor Dandoy briefly reminded Councilmembers to submit some comments for the front page of the newsletter.

- Staff was in the process of selecting a new insurance broker; brokers mediated between insurance companies and the City to find the best deals for the City. He was hopeful this process would be done by the spring in time for the new fiscal year.
- The basement remodeling project was going well. He noted the gym would be done by Monday at the latest, and that the conference room was finished.
- The department heads met today and were given budget packets. Mr. Poulsen would keep the Council updated on the matter.

2. Mayor and Council Report

There was brief discussion regarding the Youth City Council. Mayor Dandoy announced Local Officials' Day on January 24th, at the State Capitol Building, and stated that Youth Councilmembers were invited to attend. Transportation would be arranged and there were activities planned specifically for the youth. He noted that Councilmember Burrell was the contact person for those who were interested in attending. Mr. Poulsen also mentioned that staff would attend every Monday of the legislative session.

Mayor Dandoy asked if staff had found a citizen representative for the HAFB Restoration Advisory Board. Mr. Poulsen responded in the negative. Mayor Dandoy requested that Ms. Mortenson post this on the City's website.

I. Items for Follow Up and Review

1. North Park Status

Mr. Flint reported that the playground was scheduled to ship on January 25th, and construction would begin on January 29th. Staff was optimistic that the project would be completed by the end of February. He also reviewed three RAMP grant applications that were recently submitted:

- Restrooms and a bike service station at the new trailhead on the north side of 6000 South; requested \$84,875.
- Roy Days and fish pond amenities; requested 40,000.
- "Hero Monument" to be installed near the marquis; this would be a bronze, six foot tall statue of a police officer, military serviceperson and firefighter. Staff requested \$165,000.

Mr. Flint also briefly discussed EZ grant proposals and said the applications were due by the end of March. The award amounts for these grants were smaller; staff hoped to obtain funding to construct a park gazebo. Mayor Dandoy asked if the splash pad would be complete by early spring, and Mr. Flint answered affirmatively. He also noted that the bowery will be built at the same time.

2. Emergency Operations Plan

Mr. Poulsen distributed copies of the Emergency Operations Plan to all elected officials, and said this document hadn't been updated in a long time. He asked Councilmembers to review the document, and said it would be placed on a future agenda. After the plan is approved, they will test the efficacy of the plan by coordinating a mock disaster.

3. Strategic Plan

This item was not discussed.



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4. Transportation Plan

Mayor Dandoy said he would like an engineering contractor to help the City develop a transportation plan. He said this document was critical for working with UDOT on the 5600 South project. Mr. Poulsen stated that Wasatch Civil Engineering was presently working on drafting a transportation plan; he would follow up with them the following day.

J. Adjournment

Councilmember Yeoman motioned to adjourn at 7:21 p.m. Councilmember Saxton seconded the motion. All Councilmembers voted “aye”. The motion carried.

Robert Dandoy
Mayor

Attest:

Amy Mortenson
Recorder

OATH OF OFFICE

STATE OF UTAH

I, Joe Paul, Print Name having been appointed to

the office of City Council

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th day of February, 2018

*Person Administering Oath

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, Leroy Gleichmann, *having been appointed to*
Print Name

the office of Fire and Rescue Deputy Chief

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th *day of* February, 20 18

*Person Administering Oath

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, Mike Hadley, Print Name having been appointed to

the office of Fire and Rescue Captain

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th day of February, 2018

*Person Administering Oath

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, Brad King, Print Name having been appointed to

the office of Fire Fighter

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th day of February, 2018

*Person Administering Oath

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, Brock Minhondo, *having been appointed to*
Print Name

the office of Paramedic

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th *day of* February, 20 18

*Person Administering Oath

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, Colt Call, Print Name having been appointed to

the office of Fire Fighter

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th day of February, 2018

*Person Administering Oath

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, Dave Kingsley, Print Name having been appointed to

the office of Fire Fighter

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th day of February, 2018

*Person Administering Oath

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, Ryan Law, Print Name having been appointed to

the office of Engineer

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th day of February, 2018

*Person Administering Oath

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, Rylan Jordan, Print Name having been appointed to

the office of Paramedic

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th day of February, 2018

*Person Administering Oath

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, Sarah Moore, Print Name having been appointed to

the office of Paramedic

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th day of February, 2018

*Person Administering Oath

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, Tanner Russell, *having been appointed to*
Print Name

the office of Fire Fighter

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th *day of* February *, 20* 18

*Person Administering Oath

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, Tyler Jones, Print Name having been appointed to

the office of Fire Fighter

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th day of February, 2018

*Person Administering Oath

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, Matt Andrews, Print Name having been appointed to

the office of Management Services Director

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th day of February, 2018

*Person Administering Oath

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



Date: 2 February 2018
To: Mayor Dandoy & City Council members
From: Steve Parkinson – Planning & Zoning Administrator *SP*
Subject: Appointment of Planning Commissioners

Over the past month the Planning Commission has lost two (2) members. Joe Paul, who was recently appointed to the City Council and Lindsey Ohlin who had resigned as of January 9, 2018 due to personal issues.

I have also spoken to Andy Blackburn about adding two (2) additional members to the Planning Commission but as alternates. These alternates would still attend each PC meeting (non-voting) but could be used if there was a Commissioner that was absent from a meeting, so that we always had seven (7) voting members at any given Commission meeting. As positions are needing replacement, one of the alternates would fill the vacancy and then I would fill the alternate position. Which would allow the Commission to be fully staffed at all times.

Knowing that I needed to find the two (2) new alternates I put out an ad about a month ago and received several (seven) responses to the request.

As for when each of the terms would end, typically each year there are at least two (2) Commissioners term that end, with one year with three. My thought was to have three (3) commissioners' terms ending each year.

Currently there are two in 2018, three in 2019, and two in 2020. I would add one to 2018 & 2020. The 2018 position would normally need to be re-appointed in July of this year, but with the appointment being made in February of 2018, my thought would be to extend this one position already out to 2021.

I sat down with Mayor Dandoy on the 19th and went through each of the resumes. We would like the Council to appoint the following individuals to the following positions

Full-time members

Samantha Bills to replace Joe Paul, term to end 2021

Chris Collins to replace Lindsey Ohlin, term to end 2019

Alternate members

#2 Don Ashby, term to end 2020

#1 Ryan Cowley, term to end 2019

#1 Alternate would be first to fill any seats on the Commission that is vacant.



OATH OF OFFICE

STATE OF UTAH

I, Chris Collins, *having been appointed to*
Print Name

the office of Planning Commission

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th *day of* February, 2018

*Person Administering Oath

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, Don Ashby, Print Name having been appointed to

the office of Planning Commission

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th day of February, 2018

*Person Administering Oath

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, Ryan Cowley, Print Name having been appointed to

the office of Planning Commission

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th day of February, 2018

*Person Administering Oath

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, Samantha Bills, *having been appointed to*
Print Name

the office of Planning Commission

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

Signature

State of Utah,
County of Weber

Subscribed and sworn to before me this 6th *day of* February, 20 18

*Person Administering Oath

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. 18-4

**A Resolution of the Roy City Council
Approving an Interlocal Cooperation Agreement for Paramedic Aboard Charges**

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

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

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

WHEREAS, the Roy City Council has fully reviewed the attached Interlocal Agreement between Ogden City Corporation, Riverdale City Corporation, South Ogden City Corporation, Clinton City Corporation, Brigham City Corporation, Morgan County, all municipal corporations of the State of Utah, and Weber Fire District, a Utah Local District, North View Fire District, a Utah Local District and Roy City and agrees to all the terms and conditions contained therein; and

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

Passed this 6th day of February, 2018.

Robert Dandoy
Mayor

Attest:

Voting:

	Aye	Nay	Absent	Excused
Councilmember Jan Burrell	_____	_____	_____	_____
Councilmember Joe Paul	_____	_____	_____	_____
Councilmember Bryon Saxton	_____	_____	_____	_____
Councilmember Dave Tafoya	_____	_____	_____	_____
Councilmember Karlene Yeoman	_____	_____	_____	_____

INTERLOCAL COOPERATION AGREEMENT FOR PARAMEDIC ABOARD CHARGES

This Agreement made and entered into the 1st day of January, 2018 (“Effective Date”) pursuant to the provisions of the Interlocal Cooperation Act, Section 11-13-101, et. seq., Utah Code Annotated, 1953 as amended, by and between Ogden City Corporation, a Utah municipal corporation of the State of Utah (“Ogden City”), Riverdale City Corporation (“Riverdale City”), Roy City Corporation (“Roy City”), South Ogden City Corporation (“South Ogden City”), Clinton City Corporation (“Clinton City”), Brigham City Corporation (“Brigham City”), Morgan County (“Morgan County”), all municipal corporations of the State of Utah, and Weber Fire District, a Utah Local District (“Weber Fire District”), and North View Fire District, a Utah Local District (“North View Fire”).

WITNESSETH:

WHEREAS, Ogden City, Roy City, and Weber Fire District furnish and provide paramedic services to portions of Weber County, in this role hereinafter referred to as “Paramedic Providers”; and

WHEREAS, Ogden City and Roy City, Riverdale City, South Ogden City, Clinton City, Brigham City, Morgan County, and Weber Fire District and North View Fire District, are all providers of various types of ambulance transport services within Weber County, in this role hereinafter referred to as “Ambulance Transport Providers;” and

WHEREAS, some health insurance providers will only accept and pay claims for paramedic aboard fees billed directly by the ambulance provider and will not accept a separate and independent billing for the paramedic aboard fee from a Paramedic Provider; and

WHEREAS, the Paramedic Providers have an agreement with Weber County for the disposition and use of paramedic fees; and

WHEREAS, the parties are desirous of providing for the reimbursement to the Paramedic Providers by the Ambulance Transport Providers for paramedic services rendered during ambulance transport in those instances where the Paramedic Provider is not able to bill independently for such services.

NOW, THEREFORE, upon the mutual promises and other good and satisfactory consideration, the parties agree as follows:

1. All charges shall be in accordance with the rate schedule adopted by the State Emergency Medical Services Committee in accordance with Section R426-8-2(3)(d)(iv) Utah Administrative Code, as amended from time to time.
2. As outlined in Section 4, an Ambulance Transport Provider shall pay a Paramedic Provider for each “PMA Call” assisted by the Paramedic Provider, upon a request by the Paramedic Provider (hereinafter referred to as a “Request for Collection”). The Ambulance Transport Provider shall collect the allowable charges for such paramedic services provided in conjunction with their own permitted charges. “PMA Call”

means a paramedic aboard assisted call wherein paramedic(s) of the applicable Paramedic Provider accompany a patient to the hospital on an ambulance transport, operated by the applicable Ambulance Transport Provider from the place of assistance.

3. The applicable Ambulance Transport Provider shall pay the applicable Paramedic Provider on a monthly basis for all PMA calls assisted by that Paramedic Provider for which a Request for Collection has been made. Payments shall be for all such PMA calls rendered after midnight of the first day of the month to midnight of the last day of the month. The Ambulance Transport Provider shall resolve or dispute any incidents deemed erroneous as provided by the Paramedic Provider, within thirty (30) days of when invoice is received. Such disputes or adjustments shall be conveyed to the Paramedic Provider for prompt resolution. Payment to the applicable Paramedic Provider shall be made by the applicable Ambulance Transport Provider within ninety (90) days for which payment is due. If payment is not received within ninety (90) days for which payment is due, the Ambulance Transport Provider *may* incur interest of 1.5% per month past payment due date. The Paramedic Provider shall provide a monthly report to each Ambulance Transport Provider detailing all PMA calls of that Ambulance Transport Provider assisted by that Paramedic Provider for which a Request for Collection has been made, based on actual run reports.
4. Paramedic Fee and Allowable Adjustments.

Pursuant to Section R426-8-2(3)(d)(iv) Utah Administrative Code, as amended from time to time, all Ambulance Transport Providers within this agreement agree to make good faith efforts to collect the paramedic aboard fee. Regardless of the collection amount received by the Ambulance Transport Providers, they agree to make payment to the Paramedic Providers for the amount calculated by the formula outline below. The Paramedic Providers agree to accept the calculated amount as full payment for each billed PMA Call.

The formula consists of the Ambulance Transport Provider's gross annual collection rate percentage multiplied by the State approved PMA rate of \$456.00. This amount will be adjusted annually on July 1st as the State approved PMA rate changes, and as the reported collection rate of each Ambulance Transport Provider changes (see Section 13).

5. Term. The term of this Agreement will begin on the effective date and shall continue to be in force for a period of five (5) years, unless terminated as provided herein. Any party may terminate its obligations hereunder by giving thirty (30) days advance written notice to the other parties. Such termination shall not modify the Agreement as between any of the remaining parties, except only to exclude the terminating party from the obligations created herein. Should this agreement be terminated by any party, the Ambulance Transport Provider acknowledges and agrees to stop billing the ALS rate when transporting with that Paramedic Provider. The Paramedic Provider also acknowledges and agrees to be responsible for collecting the paramedic aboard fee when transporting with that Ambulance Transport Provider.

6. Administrative Entity. It is the intent and understanding of all parties that no new entity is created by this Agreement. This Agreement shall be administered by the parties and each party shall appoint a representative to facilitate performance of this Agreement.
7. Independent Contractors. In the performance of this Agreement, the parties are independent contractors, and as such shall have no authorization, expressed or implied, to bind any other party to any agreements, settlements, liability, or understanding whatsoever, and agree not to perform any such acts as agent for any other party except as expressly set forth herein.
8. Hold Harmless. Each party shall indemnify, defend, and hold the other parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses, and liens, including, without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each party shall be responsible for its own negligent acts and agrees to indemnify and hold the other parties harmless therefrom.
9. Governmental Immunity. All parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G Chapter 7 of the Utah Code. Nothing in this agreement shall be construed as a waiver by any party of any rights, limits, protections or defenses provided by the Act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to the Act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.
10. Manner of Financing. This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement, and shall be responsible for any costs incurred as a result thereof.
11. Filing of Agreement. A copy of this Agreement shall be placed on file in the Office of the Recorder of any participating Agency or maintained with the parties' other official records, and shall remain on file for public inspection during the term of this Agreement.
12. Governing Law, Jurisdiction and Venue. This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The parties also recognize that certain Federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.
13. Review and Rate Reporting. The parties, through their appointed representatives, shall meet annually to review this Agreement, the collection rate of each individual Ambulance Transport Provider, and to discuss any matters or issues that may arise under this Agreement. "Gross Collection Rate" is referred to as the providers' Gross Receipts divided by Gross Charges. This will be the rate used to calculate PMA

charges for that Ambulance Transport Provider starting in July of the current year. The collection rate reported by each Ambulance Transport Provider shall be their Gross Collection Rate from the previous calendar year.

14. Compliance with Laws. In connection with their activities under this Agreement, the parties shall comply with all applicable federal, state and local laws and regulations.

15. Property. No real or personal property shall be acquired, nor improvements constructed by the parties as a result of this Agreement.

16. General Provisions.

A. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. Amendments. This Agreement may be modified only by a written amendment signed by each of the parties hereto.

D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

F. No Partnership, Joint Venture, or Third Party Rights. Nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

17. Resolution by Governing Bodies. This Interlocal Agreement shall become effective immediately upon (1) the execution of, or an appropriate resolution approving, this Agreement by the applicable commission, board, council or body or officer of each entity vested with executive power of the entity; (2) approval as to form by the authorized attorney for each entity; and, (3) the filing of the executed Agreement with the keeper of records for each participating entity. Upon becoming effective, this Agreement negates, nullifies, supplants and/or replaces the previous Interlocal Agreement entered into by the parties, dated January 1, 2018.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

OGDEN CITY CORPORATION,
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

City Attorney

CLINTON CITY CORPORATION
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

City Attorney

MORGAN CITY CORPORATION,
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

City Attorney

BRIGHAM CITY CORPORATION
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

City Attorney

WEBER FIRE DISTRICT,
A Utah Local District

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

Attorney

NORTH VIEW FIRE DISTRICT,
A Utah Local District

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

Attorney

ROY CITY CORPORATION
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

Attorney

SOUTH OGDEN CITY CORPORATION
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

Attorney

RIVERDALE CITY CORPORATION
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

Attorney

Ordinance No. 18-3
Adopting and Emergency Operations Plan

An ordinance repealing Title 1 Chapter 11 Section 3 of the Roy City Code entitled City Emergency Operations Plan and enacting a new Title 1 Chapter 11 Section 3.

WHEREAS, Roy City has determined it is necessary to update its Emergency Operations Plan; and

WHEREAS, Roy City is required to have and Emergency Operations Plan in place to prepare for, respond to and recover from emergencies or disasters with the primary objectives of saving lives and protecting the public's health and property; and

WHEREAS, having an effective and well-coordinated incident management system in place is critical to Roy City's success in preparing for and responding to and recovering from complex and emerging threats; and

WHEREAS, the Emergency Operations Plan identifies key roles and responsibilities, defines the primary and support roles of city departments, outlines the steps for coordinating with response partners, and establishes a system for incident management which is consistent with the National Incident Management System; and

NOW THEREFORE, BE IT RESOLVED that the revised Emergency Operations Plan for the City of Roy which is attached hereto and is adopted and supersedes the previous Emergency Operations Plan adopted by the city.

The revised Emergency Operations Plan will be effective on the adoption of this Ordinance and will remain in full force and effective until supersedes.

Passed this 6th day of February, 2018.

Robert Dandoy
Mayor

Attest:

Voting:

	Aye	Nay	Absent	Excused
Councilmember Jan Burrell	_____	_____	_____	_____
Councilmember Joe Paul	_____	_____	_____	_____
Councilmember Bryon Saxton	_____	_____	_____	_____
Councilmember Dave Tafoya	_____	_____	_____	_____
Councilmember Karlene Yeoman	_____	_____	_____	_____

ROY CITY

EMERGENCY OPERATIONS PLAN



EMERGENCY OPERATIONS PLAN OVERVIEW

This plan applies to Roy City and is under the direction of the Roy City Fire Chief, who serves as the city Emergency Manager and has been given the authority and responsibility for the administration and operations of city emergency management.

This EOP consists of a base plan, and Emergency Support Function (ESF) Annexes. The base plan provides guidance for effective and efficient emergency event and disaster management response. It outlines a common organizational structure for response actions, roles and responsibilities and planning requirements. ESF annexes group city resources and capabilities into functional areas that are most frequently needed for support in a response. To support an effective response, all ESFs are required to have operational plans that include primary and support agencies, the private sector and non-governmental organizations as relevant. Further, this plan describes the role of the Emergency Operations Center (EOC) and the coordination that occurs within city departments, other response agencies and external partners.

The Emergency Manager is responsible for updating the Emergency Operations Plan (EOP) on a regular basis to reflect and address the changing needs within the city. This EOP complies with the National Incident Management System, in accordance with the National Response Framework, Incident Command System and the Weber County Emergency Operations Plan.

This EOP is continually operational with changes in operational levels occurring under the following conditions:

- An incident occurs or is imminent
- A local state of emergency is declared
- As directed by the Emergency Manager or designee

All staff employed by Roy City have the responsibility to become familiar with the EOP, and its components, which will serve as a guideline for information that can be used as a reference to complete assignments and it will also provide guidance regarding documentation and official record keeping necessary before, during and after an emergency event or disaster.

RECORD OF CHANGES

[illegible]

RECORD OF DISTRIBUTION

[illegible]

ADOPTION

WHEREAS, Roy City recognizes it is at risk to a wide range of natural, technological, and man-made hazards and there is a need for ongoing emergency operations planning by all jurisdictions of government within the city; and

WHEREAS, this Emergency Operations Plan is needed to coordinate and support city response efforts in the event of an emergency or disaster and during the aftermath thereof; and

WHEREAS, this plan will provide a framework for the departments within the city to plan and perform their respective emergency functions during a disaster or national emergency. Tasked organizations within the plan have the responsibility to prepare and maintain standard operating procedures and commit to the training and exercises required to support this plan. Under the direction of the Roy Fire Department, this plan will be revised and updated as required.

WHEREAS, in accordance with the Homeland Security Presidential Directive 5, all agencies, departments, and organizations having responsibilities delineated in this Emergency Operations Plan will use the National Incident Management System. This system will allow proper coordination between local, state and federal organizations. The Incident Command System, as a part of the National Incident Management System, will enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures and communications operating with a common organizational structure. All on-scene management of incidents will be conducted using the Incident Command System.

This plan is promulgated as the Roy City Emergency Operations Plan and designed to comply with all applicable Roy City regulations and provides the policies and procedures to be followed in response to emergencies, disasters and terrorism events.

NOW THEREFORE, BE IT RESOLVED this Emergency Operations Plan as updated is officially adopted,

IN WITNESS WHEREOF;

Name / Title

Date

Name / Title

Date

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Purpose

This EOP establishes the framework for the comprehensive integration and coordination of the emergency response and recovery actions of all levels of government, volunteer organizations and the private sector within the city. The EOP is a comprehensive plan that is risk-based and all-hazards in its approach. It is a guide for emergency events and disasters that may occur in Roy city and as such outlines how to:

- Reduce the vulnerability of citizens within the community to loss of life, injury, damage and destruction of property during emergency events and/or disasters.
- Prepare for prompt and efficient response and recovery to protect lives and property affected by emergencies and disasters.
- Respond to emergencies using all systems, plans and resources necessary to preserve the health, safety and welfare of persons affected by the emergency.
- Assist the community in recovering from emergencies and disasters by providing for the rapid and orderly restoration and rehabilitation of persons and property affected by emergencies.
- Provide an emergency management system encompassing all aspects of pre-emergency preparedness and post-emergency response, recovery, and mitigation.

Scope

This EOP establishes the fundamental policies, basic program strategies, assumptions, and mechanisms through which the city will mobilize resources and conduct activities to guide and support the community and seek assistance when necessary from Weber County during response, recovery, and mitigation.

It addresses the various levels of emergencies or disasters likely to occur and, in accordance with the magnitude of an event, the corresponding short-term and long-term response and recovery activities that the city may take in coordination with the county.

Phases of Emergency Management

This plan incorporates the five mission areas identified in the National Preparedness Goal; prevention, protection, mitigation, response, recovery.

- **Prevention** – prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- **Protection** – protect our citizens, residents, visitors and assets against the greatest threats and hazards in a manner that allows our interests, aspirations and way of life to thrive.
- **Mitigation** – Reduce the loss of life and property by lessening the impact of future disasters.

- **Response** – Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- **Recovery** – Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic event.

Assumptions

It is recognized that the city is vulnerable to natural, technological and human-caused hazards that threaten the health, welfare and security of our citizens. The cost of response and recovery from potential disasters can be substantially reduced when attention is turned to mitigation action and planning.

In the event of a major disaster or emergency, a large number of fatalities and injuries may result. Many people may be displaced and incapable of providing food, clothing and shelter for themselves and their families. Jobs may be lost with reduced prospect for future employment in the area. The economic viability of the city may be jeopardized.

Many private homes, businesses and major industries may be damaged or destroyed. The structural integrity of many public buildings, bridges, roadways and facilities may be compromised. Water and utility infrastructure may be severely affected. Emergency response personnel may be hampered in the response efforts due to transportation problems, lack of electrical power, debris, and damaged, destroyed, or inaccessible local structures. Taking this into account it may be assumed that:

- Emergency management coordination in Roy is based on a bottom-up approach to response and recovery resource allocation (that is, local response efforts followed by county response efforts, then state response efforts, and finally federal government assistance) with each level exhausting its resources prior to elevation to the next level. The recovery of losses and/or reimbursements of costs from federal resources will require preparation and compliance with certain processes.
- The city will make every reasonable effort to respond in the event of an emergency or disaster. However, city resources and systems may be damaged, destroyed or overwhelmed.
- The responsibilities and functions outlined in this plan are contingent upon information exchange, extent of actual agency capabilities, and availability of resources.
- Damages to infrastructure will likely be affect structures and economic systems. Emergency response abilities will be diminished due to inaccessibility and may cause inconvenience or overwhelming distress due to temporary or delayed service interruptions and will result in long-term economic losses due to the economic and physical limitations of recovery operations.
- The EOC will be staffed with representatives from city departments and other partners grouped together under the ESF concept. The primary agency for each ESF will work in conjunction with the EOC goals and objectives. They will have responsibility for

coordinating support agencies assigned to that ESF. Some ESF functions may be coordinated through Weber County.

- Effective preparedness requires ongoing public awareness and education programs so that citizens will be prepared.
- Time of occurrence, severity of impact, weather conditions, population density, building construction, and secondary events such as fires, explosions, structural collapse, contamination issues, loss of critical infrastructure and floods are a few of the significant factors that will affect casualties and damage.
- Disaster assistance from outside the city may take 72 hours or more to arrive.
- Residents living within the city boundaries may have a family disaster plan and family needs for a minimum of 72 hours and up to two (2) weeks.

Incident Command System

Roy City has adopted the National Incident Management System (NIMS) as the standard incident management structure. The Incident Command System (ICS) is the standard for on-scene emergency management in Roy. First responders utilize ICS to respond, for training and exercising. ICS is designed to aid in the management of resources during incidents. ICS is applicable to small and large/complex incidents. All operations within the EOC will be conducted using ICS.

Policies

All emergency operations under will be undertaken in accordance with current city policy.

- Roy Fire Chief, serves as the Emergency Manager for the city and is responsible for the development of the EOP and coordination of the EOC.
- All city departments and agencies must be prepared to respond to emergencies and disasters even when government facilities, vehicles, personnel and political decision-making authorities are affected. Continuity of Operations (COOP) Plans should be used in conjunction with this EOP during various types of emergency situations. COOP plans details the processes by which administrative and operational functions will be accomplished during an emergency that may disrupt normal business activities.
- County emergency plans and programs will integrate with the EOP to provide effective and timely support to the citizens in the event of a major disaster or emergency.

All activity within the EOP structure shall be coordinated using the Incident Command System, and the National Incident Management System

HAZARD ANALYSIS

In major disasters, the public looks to government at all levels for assistance. In addition to the increased potential for disasters, a number of other factors are considered. These may include property values, population growth and population density within hazard vulnerable zones. This may result in increased impact to the economy.

A disaster can occur any time within the city. All areas of Roy are at risk for various types of events:

- **Natural Disasters** – Avalanche, drought, earthquake, epidemic, flood, landslide, tornado, severe weather (rain, snow, wind, lightning, etc.), wildfires, etc.
- **Technological Incidents** – Airplane crash, dam failures, hazardous materials release, power failure, radiological release, train derailment, urban conflagration, etc.
- **Human-Caused Hazards** - Transportation incidents involving hazardous substances, major air and ground transportation accidents, civil disturbances, school violence, terrorists or bomb threats, sabotage and conventional nuclear, biological, or chemical attack, etc.

Natural Hazards

Roy has the possibility of a variety of natural hazards occurring. Any of these potential hazards may occur and require activation of the EOP and/or EOC.

Earthquake

Earthquakes (magnitude 6.5 to 7.5) can occur on any of several active segments of the Wasatch fault between Brigham City and Levan. Such earthquakes can also occur on many other recognized active faults in Utah. The chance of a large earthquake in the Wasatch Front region has increased dramatically.

Earthquake-related hazards may include ground shaking, soil liquefaction, surface fault rupture, tectonic subsidence, slope failure, and problems related to changes in groundwater.

A major earthquake anywhere in northwestern Utah or a moderate earthquake in the immediate vicinity of the Great Salt Lake has the potential to generate destructive waves on the Great Salt Lake. Damage from this hazard will be extensive in the event of a moderate to large earthquake.

Flooding

Area wide flooding within the city is not likely, there is good drainage to the west and sandy soil conditions in the eastern part of the city, although Roy does have a relatively high water table which could result in localized flooding. A potential for flooding does exist along the Howard Slough, as a failure of Pineview dam could result in flooding along this slough. There is always a possibility of flooding during and after severe weather storms.

Dam Failure

The only dams that have the potential for affecting the city are the Pine view and Causey dams, which would probably be minimal and most likely occur in areas along the Howard Slough.

Drought

Even in normal years, Utah has a limited water supply. It is the second driest state in the nation. Most of Utah is classified as a desert receiving less than 13 inches of annual precipitation. Drought is a normal and recurring feature of climate and is a result of a deficiency of precipitation over an extended period of time, resulting in a water shortage that impacts normal water usage. The severity of a drought depends on the degree of moisture deficiency, its duration and the size of the affected area. Because it is so hard to develop a quantitative definition for drought, it is difficult to determine precisely when a drought starts and ends.

Epidemic and Public Health Emergency

Emerging and reemerging infections such as pandemics, mosquito-borne illnesses, hemorrhagic fevers, and the resurgence of tuberculosis and cholera in new, more severe forms, and the economic and environmental dangers of similar occurrences in animals and plants attest to our continuing vulnerability to infectious diseases throughout the world.

Severe Weather

- **Snow:** Snowstorms over northern Utah have a dramatic effect on regional commerce, transportation and daily activity. Snowfall is also influenced by the Great Salt Lake, which appears to produce localized snow bands several times each winter. These snow bands are known locally as lake-effect bands. Lake-effect bands produce some of the region's worst winter storms and have the potential to increase transportation problems and power failures.
- **Lightning:** Each year, hundreds of Americans are hit by lightning, resulting in dozens of deaths and injuries. Lightning causes more deaths per year in the United States than those from tornados or hurricanes.
- **Tornado:** The city has a potential to severe damage resulting from tornados and extremely high winds. On August 11, 1999, a category F2 tornado touched down in downtown Salt Lake City area, killing one person and injuring at least 100 people. This tornado caused widespread power outages as well as large-scale debris mainly from downed tree limbs. Estimated costs were over \$150 million.
- **Wildfire:** Utah's typical fire season is the dry period from May through October. A large number of wildfires are caused by lightning. The wildland/urban interface is defined as the area where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.

Technological Hazards

Technological hazards include hazardous materials incidents and power failures. Usually, little or no warning precedes incidents involving technological hazards. Numerous technological hazards could impact the Roy area.

Hazardous Materials

Hazardous materials incidents can occur anywhere there is a road, rail line, pipeline or fixed facility storing hazardous materials. Virtually the entire city is at risk to an unpredictable incident of this type.

Nuclear

Roy's proximity to Hill Force Base put the area at a high level of risk should a nuclear event take on or near the base.

Utility Outages/Shortages

Temporary or long-term utility outages/shortages can cause massive disruptions in the operations of essential services. Many critical facilities have emergency standby power supplies; however, they are designed for short-term events and are subject to failure as well.

Human-Caused Hazards

The city may not be able to prevent human-caused hazards from happening, but it is well within the city's ability to lessen the likelihood and/or the potential effects of an incident.

Transportation Incidents

Transportation incidents involve the interruption or failure of transportation systems, to include air, railroad, light rail and trucking transports. With airline flights, I-15 and state highway traffic, light rail transports and a busy railroad system, the potential for serious injuries or a mass casualty incident is an always possible.

Aircraft

Due to Roy's proximity to Hill Air Force Base, Ogden Hinckley Airport and the flight path for SLC International Airport the city continues to address hazards that may occur associated with aircraft events, which have the potential to involve commercial, military, and private aircraft.

Domestic Terrorism

Terrorists often use threats to create fear among the public, to try to convince citizens that their government is powerless to prevent terrorism, and to get immediate publicity for their causes. The Federal Bureau of Investigation (FBI) categorizes terrorism in the United States as one of two types: domestic terrorism or international terrorism.

- Domestic terrorism involves groups or individuals whose terrorist activities are directed at elements of our government or population without foreign direction.
- International terrorism involves groups or individuals whose terrorist activities are foreign-based and/or directed by countries or groups outside the United States or whose activities transcend national boundaries.

A terrorist attack can take several forms, depending on the technological means available to the terrorist, the nature of the political issue motivating the attack, and the points of weakness of the

terrorist's target. Bombings are the most frequently used terrorist method in the United States. Other possibilities include an attack at transportation facilities, an attack against utilities, other public services or an incident involving chemical or biological agents.

Biological and Chemical Weapons

Biological agents are infectious microbes or toxins used to produce illness or death in people, animals or plants. Biological agents can be dispersed as aerosols or airborne particles. Terrorists may use biological agents to contaminate food or water because they are extremely difficult to detect. Chemical agents kill or incapacitate people, destroy livestock, or ravage crops. Some chemical agents are odorless and tasteless and are difficult to detect. They can have an immediate effect (a few seconds to a few minutes) or a delayed effect (several hours to several days).

Mitigation

Based on the hazard analysis and hazard assessment above, the city emergency manager works in conjunction with county emergency management to develop mitigation strategies to reduce or eliminate risks to persons or property and to lessen the actual or potential effects or consequences of an incident.

Hazard Assessment

Roy has conducted an all-hazards assessment of potential vulnerabilities to the city. This assessment will assist with prioritization and outlines a direction for planning efforts. The city has adopted the pre-disaster mitigation plan developed by the Wasatch Front Regional Council. This pre-disaster mitigation plan serves to reduce the region's vulnerability to natural hazards. The pre-disaster mitigation plan is intended to promote sound public policy and protect or reduce the vulnerability of the citizens, critical facilities, infrastructure, private property and the natural environment within the region.

The hazard analysis table below provides information to understand risks and their corresponding likelihood and consequences within the city.

Table 1-1
Hazard Analysis Table Legend

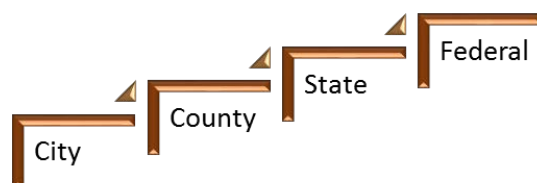
Rating	Frequency	Consequences
Low	Occurrence less frequent than every 25 years	Some community-wide impact possible. Usually handled with available community resources.
Medium	Occurrence frequency between 1 and 25 years	Localized damage may be severe, community-wide impact minimal to moderate. Handled with community resources and some mutual aid.
High	Annual event	Moderate to high community-wide impact. May require county, state or federal assistance.

Table 1-2
Hazard Analysis Table

Hazard	Frequency	Warning Lead Times	Consequences	Population/Area at Risk
Biological/Chemical Weapons	Low	Days - hours	High	Location site to Widespread
Domestic Terrorism	Low	Days - hours	High	Location site to widespread
Drought	Low	Weeks-months	Medium	City-wide
Earthquake	Medium	Minutes	Catastrophic	City-wide
Epidemic	Low	Weeks	Catastrophic	City-wide
Flooding	Medium	24 hours	High	Site
HAZMAT	Medium	Occurrence	High	Location site
Lightning	High	Occurrence	Low	Location site
Micro-bursts (Tornado)	Low	Several minutes	High	City-wide
Radiological Incidents	Low	Occurrence	Medium	Location site
Snowstorm	High	36 to 24 hours	Medium	City-wide
Transportation Accidents	High	Occurrence	Low	Location site
Utility Outages/Shortages	Low	Months - weeks	High	City-wide

CONCEPT OF OPERATIONS

Emergency operations in the city utilizes a bottom-up approach with emergency activities being resolved at the lowest possible level of response. Thus, the resources of city, county, state and federal agencies are utilized in this sequential order to ensure a rapid and efficient response.



Normal Operations

In the absence of a declared disaster or state of emergency, the emergency response forces of the city (EMS, Fire, Law Enforcement and Public Works) will respond to emergencies with their authorities given them by city policy and laws.

The Emergency Manager monitors and coordinates Emergency Management functions and activates response operations as required.

Emergency Operations Plan Implementation

This EOP is continually operational with changes in levels occurring under the following conditions:

- An incident occurs or is imminent
- A state of emergency is declared
- As directed by the Emergency Manager or designee

Emergency Operations Center (EOC)

The EOC serves as the central location for coordination of resources and information sharing activities. It is located at 5051 S 1900 W. If a disaster or emergency situation prevents the use of the primary facility, an alternate EOC will be activated at public works/recreation department.

When the EOC is fully activated, it will be staffed by the city departments and personnel from each of the ESF's that are activated. Each ESF will have a lead who will direct their operations. These individuals will report to the city EOC as requested. Emergency response actions may be undertaken and coordinated on-scene or at the EOC, depending on the severity of the impending or actual situation. Response will focus on life safety; then basic survival issues (water, food, basic medical care, shelter); restoration of the city's infrastructures (water/waste systems, electric, phones, roads); clean up, emergency repairs; and recovery.

When the city requires shelter facilities, ESF #6 will be activated (see attached ESF 6 annex) to coordinate sheltering operations. The Public Information Officer will organize notifications to the public, business community, and other parties of developments and activities via all available communication systems. City resources will be utilized fully before requesting county or state/federal assistance. This information will become part of the planning and response process as shortfalls are analyzed by EOC command staff. Evacuation will be coordinated through the EOC.

Levels of Operation

Emergencies or disasters that can potentially affect the city are divided into three levels of readiness to establish emergency operations. These levels are outlined below.

How severe an event is will directly affect the level of activation. Increasing or decreasing levels of activation will be directly decided by the emergency manager and/or the city manager. There are three levels of activation:

- **Level I: Daily Operations / Monitoring.**
Notification will be made to those support agencies who would assist as part of their everyday responsibilities. The Emergency Manager or their designee will actively monitor and follow-up on situations, threats or events and report to the City Manager as needed to assess the situation and escalate activation as needed. This level typically involves observation, verification of appropriate action and follow-up by the Emergency Manager. Most events can be resolved in a small amount of time using small amounts of resources. The day-to-day operations are typically not altered and management structure stays the same.
- **Level II: Limited Activation.**
The Emergency Manager and the City Manager will assess needs, decide which ESF's may be needed and notify them to report to the EOC. All other ESF's may be alerted and put on standby. All ESF's involved in the response will be requested to provide a representative to the EOC. This level can warrant a 24 hour schedule. The ICS system will be activated and all sections and branches may be activated as required. The Emergency Manager will initiate the incident action planning process to establish operational objectives and priorities. (Possible activation of the Roy CERT team.)
- **Level III: Full-Scale Activation.**
In a full-scale activation the Emergency Manager will notify all ESF's to report to the EOC. All ESF's will be assigned to their specific responsibilities and apprised of the situation. The EOC may be activated on a 24 hour schedule due to the severity of the event or an imminent threat. ICS will be implemented and sections and branches will be activated. In the EOC the Emergency Manager initiates the incident action planning (IAP) process to establish operational objectives and priorities. It is expected at this level of activation that response and recovery operations will last for an extended period of time. As resources are exhausted Weber County Emergency Management will be contacted for assistance and they will work with State level partners as response needs escalate. (Activation of the Roy CERT team.)

The principles of this plan conform to the National Incident Management System (NIMS), which provides a core set of common concepts, principles, terminology and technologies. The EOC will especially be needed when incidents cross disciplinary boundaries or involve complex scenarios.

The EOC utilizes ICS to develop a structured method for identifying priorities and objectives to support an incident or event. These priorities serve as guidance for the allocation of resources and enable the EOC to coordinate requests and manage coordination.

The use of distinct titles for ICS positions allows for filling ICS positions with the most qualified individuals rather than by seniority. Standardized position titles are useful when requesting qualified personnel. City departmental staff may have various roles and responsibilities throughout the duration of an emergency. Therefore, it is particularly important that the local command structure established to support response and recovery efforts maintain significant flexibility in order to expand and contract as the situation changes. Typical duties and roles may also vary depending on the severity of impacts, size of the incident(s), and availability of local resources. It is imperative to develop and maintain depth within the command structure and response community. EOC coordination is carried out using the ICS structure.

Declaring a Local State of Emergency

An event may start out small and escalate quickly or a major event may occur at any time. As soon as an incident occurs, it is assessed and monitored by the emergency manager who activates to the appropriate level and staffs the EOC accordingly. This will begin the process to determine:

- What may be needed?
- If and when conditions warrant a declaration and assist the City Administration in the declaration process when a local state of emergency exists. See Declaration- Termination of Local Emergency Forms on pages 29, 30.
- Need for damage assessment requests/updates from the affected areas at regular intervals to the EOC to affix costs to the declaration.
- What city agencies may respond with available resources to assist in response efforts as specific requests are received?

Emergency Support Functions

The EOC may be organized into 15 emergency support function (ESF) annexes. ESFs are a grouping of governmental and certain private sector capabilities which provide support, resources, and services that are needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal following domestic incidents.

These 15 types of assistance constitute the ESF teams and will serve under a section as designated under ICS, within the EOC structure. See Table 1-3 on page 12 for a summary of all ESFs and their functions.

- Most city departments will be designated as primary agencies for each ESF according to authority, resources and capability to coordinate emergency efforts in the field of each specific ESF.
- Primary agencies, with assistance from one or more support agency, are responsible for coordinating the activities of the ESF.
- The ESFs will coordinate within the EOC in executing and accomplishing their missions.

Table 1-3
Summary of Emergency Support Functions

Annex	Scope	Responsible Division
ESF #1 – Transportation	Transportation Safety Restoration/recovery of transportation infrastructure Movement restrictions Damage and impact assessment	Public Works
ESF #2 – Communications	Coordination with telecommunications and information technology industries Restoration and repair of telecommunications infrastructure Protection, restoration, and sustainment of county cyber and information technology resources Oversight of communications within the city incident management and response structures	Information Technology
ESF #3 – Public Works and Engineering	Infrastructure protection and emergency repair Infrastructure restoration Engineering services and construction management Emergency contracting support for life-saving and life-sustaining services	Public Works
ESF #4 – Firefighting	Coordination of city firefighting activities Support to wild-land, rural, and urban firefighting operations	Fire Department
ESF #5 – Emergency Management	Coordination of incident management and response efforts Issuance of mission assignments Resources and personnel Incident action planning Financial management	Fire Department (Emergency Management)
ESF #6 – Mass Care, Emergency Assistance, Housing, Human Services	Mass care Emergency assistance Disaster housing Human services	Parks and Recreation
ESF #7 – Logistics Management and Resource Support	Comprehensive city incident logistics planning, management, and sustainment capability	Management Services

CONCEPT OF OPERATIONS

Annex	Scope	Responsible Division
	Resource support (facility space, office equipment and supplies, contracting services, nutrition assistance etc.)	
ESF #8 – Public Health and Medical Services	Public Health Food Safety and Security Medical Mental health services Mass fatality management	Weber-Morgan Health
ESF #9 – Search and Rescue	Life-saving assistance Search and rescue operations	Fire Department
ESF #10 – Oil and Hazardous Materials Response	Oil and hazardous materials (chemical, biological, radiological, etc.) response Environmental short- and long-term cleanup	Fire Department
ESF #11 – Agriculture and Natural Resources	Animal and plant disease and pest response Safety and well-being of household pets and livestock Natural Resources	Animal Services
ESF #12 – Energy	Energy infrastructure assessment, repair, and restoration Energy industry utilities coordination Energy forecast	Management Services
ESF #13 – Law Enforcement, Security, Animal Services	Facility and resource security Security planning and technical resource assistance Public safety – Law Enforcement and security support Support to access, traffic, and crowd control Liaison to Animal Services support	Police Department
ESF #14 – Long-Term Community Recovery	Social and economic community impact assessment Long-term community recovery assistance to local governments, and the private sector Analysis and review of mitigation program implementation Historic properties protection and restoration Cultural Resources	Community Development
ESF #15 – External Affairs	Emergency public information and protective action guidance Media and community relations	City PIO

ORGANIZATION & RESPONSIBILITIES

City departments may have various roles and responsibilities throughout the duration of an emergency. Therefore, it is particularly important that the local command structure established to support response and recovery efforts maintain significant flexibility in order to expand and contract as the situation changes. Typical duties and roles may also vary depending on the severity of impacts, size of the incident(s), and availability of local resources.

Each department is responsible for ensuring that critical staff are identified and trained at levels that enable effective Implementation of existing response plans, procedures and policies.

Agencies and organizations tasked by this plan with specific emergency management responsibilities should complete the following:

- Maintain current internal personnel notification rosters and standard operating procedures to perform assigned tasks (notifications, staffing, etc.).
- Negotiate, coordinate and prepare mutual aid agreements, as appropriate.
- Analyze need and determine specific communications resource needs and requirements.
- Ensure the Emergency Manager has current contact information.
- Identify potential sources of additional equipment and supplies.

Provide for continuity of operations by taking action to:

- Ensure lines of succession for key positions are established.
- Protect records, facilities, and organizational equipment deemed essential for sustaining government functions and conducting emergency operations.
- Identify alternate operating locations should the primary location suffer damage, become inaccessible, or require evacuation.
- Encourage staff to prepare family disaster plans including arrangements for the safety and welfare of emergency worker's families if sheltering is required

Elected Officials

Reference Roy City Code Title 1, Chapter 11 Emergency Management.

Elected officials have the responsibility for ensuring the public safety and welfare of the people of the city. They provide strategic guidance and resources during preparedness, response, and recovery efforts. A core obligation of city leaders is to work with the city emergency manager to prepare and train for emergency events and disasters that may occur within the city.

Elected or appointed officials must have a clear understanding of their roles and responsibilities for successful response efforts to be undertaken. On an ongoing basis, elected and appointed officials may be called upon to help shape or modify laws, policies, and budgets to aid preparedness efforts and to improve emergency management and response capabilities. **(See Appendix A “Public Officials Guide to Disasters”) for specific ideas on preparing for, responding to, and recovering from emergency events or disasters.**

COORDINATION & CONTROL

The emergency response forces of the community (EMS, fire, law enforcement, public works, and public health) are the primary responders to community emergencies and disasters. When the local emergency response forces are unable to meet the immediate demands of the event or require EOC functions, the EOC will be activated to the appropriate level.

The Emergency Manager coordinates resources to support response to major events when required and in collaboration with the City Manager, will focus on a declaration of a local state of emergency when city resources are inadequate. If the emergency exceeds locally available resources of the emergency response forces, the city will request assistance through Weber County Emergency Management. The county Emergency Manager may also request state assistance from the Division of Emergency Management (DEM), which is the state agency charged with coordinating the State of Utah's response to disasters.

Coordination of the EOP components will be as follows:

1. This EOP is effective immediately upon approval, adoption, and implementation and will be promulgated to appropriate individuals.
2. All departments, agencies and organizations involved in the implementation of this EOP should be organized, equipped and trained to perform all designated responsibilities contained in this plan.
3. All organizations are responsible for the development and maintenance of their own internal operating and notification procedures.
4. All responding organizations are responsible for filling any important vacancies; recalling personnel from leave, if appropriate; and alerting those who are absent due to other duties or assignments.
5. Unless directed otherwise, existing organization/agency communications systems and frequencies will be employed.
6. Unless directed otherwise, the release of information to the public or media will be handled through the city PIO in conjunction with the county's joint information system, using the concepts outlined in Emergency Support Function (ESF) #15 - External Affairs.
7. Personnel designated to the EOC will make prior arrangements to ensure that their families are provided for in the event of an emergency to ensure a prompt, worry-free response and subsequent duty.
8. At the EOC, organizational and agency representatives will:
 - Report to EOC check-in immediately upon arrival for an update on the situation and to confirm assignment.
 - Begin a process of documentation of all activities and decisions.
 - Provide name, agency and contact information on EOC staffing chart.
 - Ensure adequate 24/7 staffing for long-term EOC activations.

- Ensure that their departments/agencies are kept constantly informed of the situation, including major developments, decisions and requirements.
 - Maintain coordination with other appropriate organizations/agencies.
 - Thoroughly brief incoming relief personnel and inform the EOC manager of the changeover prior to departing. The briefing will include, at a minimum, information on what has happened, problems encountered, actions pending, and the location and phone number of the person being relieved.
9. The safety of both the affected population and response or recovery personnel will be a high priority throughout an emergency. All actions contemplated will consider safety prior to any implementing decision, and safety will be constantly monitored during the operation itself.

Damage Assessment

A rapid damage assessment is an assessment that takes place within hours after an incident and focuses on lifesaving needs, imminent hazards, and critical lifelines. It is a systematic method for acquiring life-threatening disaster intelligence after a disaster has occurred. In an event that occurs without warning, this assessment must be conducted, at least initially, with city resources. This assessment will lay the foundation for determining immediate response efforts and provide adequate response. Coordinated and timely assessments allow for prioritization of response activities, allocation of resources, criteria for requesting mutual aid and state and federal assistance. Damage assessments are to be conducted in areas of the city affected by the disaster and relayed to the EOC.

Assessment is accomplished in three phases:

- Rapid damage assessment in the field, which takes place within hours and focuses on life-saving needs, hazards, and critical lifelines. (See Rapid Damage Assessment Form-Field, page 30)
- A detailed rapid damage assessment, which begins to attach a dollar amount to damage reports. (See Rapid Damage Assessment Form-Detailed, page 31)
- Combined verification, which includes a detailed inspection of damage to individual sites by specialized personnel.

Development of damage assessment procedures may provide guidance to all participating agencies that will be involved in the process. Procedures may include:

- Development of a city profile
- Sectoring the city and performing an assessment by sector
- Look at city staffing patterns and possible resource needs
- Developing communication procedures
- Testing and exercising

The rapid damage assessment assists the city in determining resources available and additional needs that may be required.

Response Procedures

The Emergency Manager will monitor imminent emergencies and actual occurrences. When events are such that normal response procedures and/or city resources are inadequate, the Emergency Manager will activate the EOC and notify appropriate response personnel.

For those situations where response is beyond the capability of the city due to the severity or the need for special equipment or resources, the city may declare a State of Emergency and pursue county assistance. If warranted the governor may declare a state of emergency activating state assistance (pursuant to the Utah Emergency Operations Plan and **Title 53, Chapter 2a, Utah Code**). Further, where response is beyond the capability of the state and county, the governor will request assistance from the federal government.

Title 53, Chapter 2a Emergency Management, Part 2 (Disaster Response and Recovery Act), authorizes the city to declare a state of emergency within its boundaries. All executive proclamations or resolutions shall indicate the nature of the emergency, the area or areas threatened or involved, and the conditions creating the threat or emergency. The contents of such proclamations or resolutions shall be promptly disseminated to the public and filed with the city clerk. Copies shall be maintained at the city attorney's office.

COMMUNICATIONS

Emergency communications is the ability to exchange information through various means such as phone, radio and data. Emergency response at all levels of government utilize communications to manage emergencies, establish command and control, maintain situational awareness, and function under a common operating picture for a broad spectrum of incidents.

Emergency communications consists of three primary elements:

1. Operability - The ability of emergency responders to establish and sustain communications in support of the operation.
2. Interoperability - The ability of emergency responders to communicate among jurisdictions, disciplines and levels of government using a variety of communication mediums. System operability is required for system interoperability.
3. Continuity of communications - The ability of emergency response agencies to maintain communications in the event of damage to or destruction of the primary infrastructure.

Common Operating Picture

A common operating picture is established and maintained by the use of integrated systems for communication, information management, intelligence and information sharing. This allows a continuous update of data during an incident and provides a common framework that covers the incident life cycle across jurisdictions and disciplines.

A common operating picture accessible across jurisdictions and functional agencies should serve the following purposes:

- Allow incident managers at all levels to make effective, consistent decisions.
- Ensure consistency at all levels of incident management.
- Critical aspects of local incident management are as follows:
 - Effective communications
 - Information management
 - Information and intelligence sharing

A common operating picture and systems interoperability provide the information necessary to complete the following:

- Formulate and disseminate indications and warnings
- Formulate, execute, and communicate operational decisions
- Prepare for potential requirements and requests supporting incident management activities
- Develop and maintain overall awareness and understanding of an incident within and across jurisdictions

An EOC uses a combination of networks to disseminate critical information that constitutes a common operating picture, including the following:

- Indications and warnings
- Incident notifications
- Public communications

- Notifications are made to the appropriate jurisdictional levels and to private sector and nongovernmental organizations through the mechanisms defined in the EOP and Continuity of Operations Plans at all levels of government.

The types of communication used in an incident or event will vary depending on the complexity of the incident or event and consist of both internal communications and external communications. They may cross a broad spectrum of methods such as:

Internal Communications

- Landline
- Cellular phone
- Texting
- Paging/notification
- 800 MHZ
- Internet/WebEOC/
- ARES

External Communications

Would include all components of internal and:

- Joint Information System/Joint Information Center
- Reverse 911 / CodeRed
- Facebook
- Twitter
- Press releases
- News media

Agencies must plan for the effective and efficient use of information management technologies such as computers and networks for the following purposes:

- Tie together all command, tactical, and support units involved in incident management
- Enable these entities to share information critical to mission execution and the logging of required corrective actions

Prior to an incident, entities responsible for taking appropriate pre-incident actions use communications and information management processes and systems to inform and guide various critical activities.

These actions include the following:

- Mobilization or pre-deployment of resources

Strategic planning by:

- Preparedness organizations
- Multiagency coordination entities
- Agency executives
- Jurisdictional authorities
- EOC personnel

Administration Information

- Administration of the EOP is administered by Roy City Fire Chief.
- The operational readiness of the EOC is the responsibility of Roy Fire Department.
- Documentation will be kept and administered through the Emergency Manager.
- All written records, reports, and other documents will follow the principles of the National Incident Management System (NIMS).
- Agreements and understandings must be entered into by duly authorized officials and should be formalized in writing whenever possible prior to emergencies.
- Organizations tasked with responsibilities in the implementation of this plan are responsible for providing their own administrative and logistical needs and for the preparation and maintenance of a resource list for use in carrying out their emergency responsibilities.

Records Preservation and Restoration

Roy City will ensure protection of their records so normal operations can continue after the emergency. Such records may also be vital to the rapid recovery from the effects of an emergency, with the maintenance of plans for the safety, recovery and restoration of the city's data and telecommunication systems during a disaster.

Reports and Records

General - The planning and activation of an effective emergency response requires timely and accurate reporting of information and the maintenance of records on a continual basis.

Reporting guidelines – Roy City will submit situation reports, requests for assistance, and damage assessment to Weber County using pre-established bookkeeping and accounting methods to track and maintain records of expenditures and obligations. Narrative and written log-type records of response actions will be kept by the Roy emergency management. The logs and records will form the basis for status reports to the county and state.

Preliminary damage assessment – Preliminary damage assessment reports are the necessary basis for the governor's decision to declare a state of emergency and to request a presidential disaster declaration. These reports determine the specific types and extent of assistance made available to the affected area.

Updates - Situation reports outlining new developments and more complete information will be forwarded as often as necessary in the most expeditious manner available. At a minimum, a daily situation report will be forwarded to the county EOC duration a local activation.

Financial Management

The Roy EOP may assign primary and support agencies for 15 functional areas of disaster response. Each agency assigned to an emergency support function (ESF) is responsible for

mobilizing existing personnel, equipment, materials, supplies and other resources under their control as requested by the city emergency manager or county emergency management.

When agencies require additional resources, these requests will be referred to ESF #7 – Logistics Management and Resource Support in the city EOC first and then the county EOC if necessary. ESF #7 is tasked with identifying the most appropriate and economical method of meeting the resource request. There are four basic methods of meeting a resource request as follows:

- Local forces are those resources under direct control of the city EOC. They can be assigned based on priorities established by the EOC organizational response agencies.
- Mutual aid can be requested by the city EOC to augment local forces during a locally declared state of local emergency.
- A method of meeting temporary disaster demands is utilizing Contracts and Procurement, Finance and Management Services who can issue contracts to meet resource requirements.
- All ESF procurements and expenditures will be documented. All receipts and invoices with explanations and justifications will be forwarded to the city treasurer's office in a timely fashion. They will ensure all documentation is complete, recorded on the appropriate forms and proper in all respects. If the city was federally declared, the treasurer will submit for reimbursement. If the city was not declared, the documentation will serve as a recorded history of activity with expenditures.

Accounting

Complete and accurate accounts of emergency expenditures and obligations, including personnel and equipment costs, will be maintained. Such records are essential to identify and document (1) costs for which no Federal reimbursement will be requested and (2) those costs eligible for reimbursement under major emergency project applications. When Federal public assistance is provided under the Disaster Relief Act, local projects approved by FEMA are subject to both state and Federal audit. The city treasurer will coordinate the reimbursement documentation for the FEMA Public Assistance program during a presidentially declared disaster for city government.

Fiscal Agreements

A clear statement of agreement between all major agencies responding to an emergency concerning payment or reimbursement for personnel services rendered, equipment costs and expenditures of materials used in response to an emergency is crucial for accurate cost accounting.

Logistics

ESF # 7 - Logistics Management and Resource Support provides logistical and resource support, including locating, procuring, and issuing resources (such as food, water, ice, supplies, office space, office equipment, fuel and communications contracting services, personnel, heavy equipment and transportation) to local entities involved in delivery emergency response and recovery efforts.

- Roy Emergency Manager maintains current resource information on supplies, equipment, facilities and skilled personnel available for emergency response and recovery operations.
- Unless covered in a mutual aid agreement/memorandum of understanding, emergency resources may not be sent outside Roy City unless the City Manager, or other designated representative grants approval.
- Annually the ESF teams will meet with the Emergency Manager for training.

PLAN MAINTENANCE

Roy Emergency Manager is responsible for the overall maintenance (review and update) of this EOP and for ensuring that changes and revisions are prepared, coordinated, published and distributed. Each functional annex and incident annex describes the organization or agency responsible for those documents.

This EOP will be reviewed and updated annually based on deficiencies identified in simulated or actual use or due to organizational or technological changes. All changes shall be recorded by Roy Emergency Manager.

Revisions to the EOP will be forwarded to all organizations or agencies assigned responsibilities in the plan. Contact names and telephone numbers (for EOC staff, departments, agencies, special facilities, schools, etc.) shall be maintained by appropriate departments and agencies.

EOP Maintenance

The EOP maintenance schedule provides a strategy to ensure that the entire EOP is reviewed throughout the year and provides a recommended timeframe for updating the basic plan and emergency support functions (ESF), functional, and incident Annexes. The entire plan must be updated annually.

AUTHORITIES

Authorities

Under the provisions of HSPD-5, the Secretary of Homeland Security is the principal federal official for domestic incident management.

Federal Authorities

Federal Civil Defense Act of 1950, (PL 81-950), as amended

Disaster Relief Act of 1974, (PL 93-288) as amended.

Title III, of the Superfund Amendments and Reauthorization Act of 1986, (SARA), (PL 100-700).

Code of Federal Regulations (CFR), Title 44. Emergency Management and Assistance
October 1, 2008

The authorities under which this plan is developed include the following:

State of Utah

Title 53, Chapter 2a, “State Emergency Management Act.”

Supporting Documents/Plans

- Weber County Joint Information System/Center Plan
- Weber County Emergency Operations Plan
- State of Utah Hazard Mitigation Plan
- FEMA 501, National Incident Management System
- FEMA 501-3, NIMS Basic - Preparedness
- FEMA 501-7, NIMS Basic - Ongoing Management and Maintenance
- Comprehensive Preparedness Guide (CPG) 101
- EMAP Standards

Agreements

Roy City has entered into the Statewide Mutual Aid Act, 53-2-501 for Catastrophic Disaster Response and Recovery.

Inter-local Paramedic agreement with Weber County

Inter-local automatic and mutual aid agreements with Weber County, Davis County and HAFB

GLOSSARY

All-Hazards: Describes all incidents, natural or human-caused, that warrant action to protect life, property, environment, and public health or safety, and to minimize disruptions of government, social, or economic activities

City Administrator: Chief Administrative Officer of the City. (City Manager)

City Council: The assembled elected leadership of the city

Emergency Management: The preparation for, the mitigation of, the response to, and the recovery from emergencies and disasters. Specific emergency management responsibilities include, but are not limited to the following:

- Reduction of vulnerability of people in the city to damage, injury, and loss of life and property resulting from natural, technological, or human-caused emergencies or disasters.
- Preparation for prompt and efficient response and recovery to protect lives and property affected by emergencies.
- Response to emergencies using all systems, plans, and resources necessary to preserve adequately the health, safety, and welfare of persons or property affected by the emergency
- Recovery from emergencies by providing for the rapid and orderly start of restoration and rehabilitation of persons and property affected by emergencies

Emergency Manager: Roy City Fire Chief is assigned the role of Emergency Manager and has the responsibility of overseeing city emergency management programs, planning and activities, as well as coordinating all aspects of the city's mitigation, preparedness, response, and recovery capabilities. The Emergency Manager directs all county EOC coordination before, during and after an emergency.

Emergency Operations Center (EOC): A designated site from which public, private or voluntary agency officials can coordinate emergency operations in support of on-scene responders.

Emergency Operations Plan (EOP): Overview of Roy City's emergency response organization and policies. It cites the legal authority for emergency operations, summarizes the situations addressed by the EOP, explains the general concept of operations and assigns responsibilities for emergency planning and operations.

Emergency Support Function (ESF): A functional emergency management responsibility established to facilitate assistance required during mitigation, preparedness, response, and recovery to save lives, protect health and property, and maintain public safety.

Emergency Support Function (ESF) Assignment Matrix: Organizational grouping of all primary and support ESF agencies.

Emergency Support Function (ESF) Coordinator: The primary ESF coordinator is the entity with management oversight for that particular ESF. The coordinator has ongoing responsibilities throughout the preparedness, response and recovery phases of incident management.

Emergency Support Function (ESF) Primary Agency: Agency assigned primary responsibility to manage and coordinate a specific ESF. Primary agencies are designated based on their having the

most authorities, resources, capabilities or expertise relative to accomplishment of the specific emergency support function.

Emergency Support Function (ESF) Support Agency: Entities with specific capabilities or resources that support the primary agency in executing the mission of the ESF.

Federal Emergency Management Agency (FEMA): Agency of the U.S. government tasked with disaster mitigation, preparedness, response and recovery planning.

Finance/Administration Section: Responsible for tracking incident costs and reimbursement accounting.

Homeland Security Presidential Directive (HSPD) 5: Enhances the ability of the United States to manage domestic incidents by establishing a single, comprehensive National Incident Management System.

Incident Command System (ICS): An all-hazard, on-scene functional management system that establishes common standards in organization, terminology and procedures.

Logistics Section: Provides facilities, services and materials, including personnel to operate the requested equipment for the incident support.

National Incident Management System (NIMS): A systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment.

National Response Framework: The guiding principles that enable all response partners to prepare for and provide a unified national response to disasters and emergencies. It establishes a comprehensive, national, all-hazards approach to domestic incident response.

Operations Section: Directs and coordinates all operations and assists the emergency management bureau chief in development of incident operations.

Planning Section: Responsible for the collection, evaluation, dissemination and use of information about the development of the incident and status of resources.

Policy Group: Consists of executive decision-makers that are needed to collaborate to manage the consequences of the disaster. This group makes critical strategic decisions to manage the emergency.

Public Information: Emergency information that is gathered, prepared, and coordinated for dissemination during a disaster or major event.

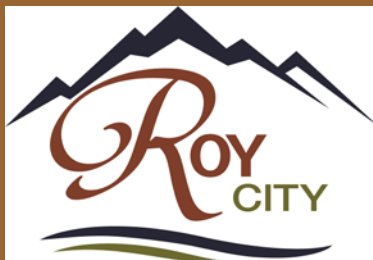
Standard Operating Procedures (SOPs): States in general terms what the guideline is expected to accomplish.

ACRONYMS

ARES – Amateur Radio Emergency Service
COOP – Continuity of Operations
EMS – Emergency Medical Service
EOC - Emergency Operations Center
EOP - Emergency Operations Plan
ESF - Emergency Support Function
FEMA - Federal Emergency Management Agency
HAZMAT - Hazardous Materials
HSPD – Homeland Security Presidential Directive
ICS - Incident Command System
IAP - Incident Action Plan
JIS – Joint Information System
NIMS – National Incident Management System
NRF – National Response Framework
SOP – Standard Operating Procedures

ROY CITY

FORMS AND ESF ANNEXES



DECLARATION FORM

Declaration of an Existing or Threatened Local Emergency

WHEREAS,

about _____,
(Day-Month-Year)

severe damage was caused
by

_____ in Roy City, Utah; and

WHEREAS, these conditions have caused

May use wording such as, (injuries, deaths, destruction, property damage, disruption of utilities, disrupted communications, HazMat releases etc.); and

WHEREAS, agencies providing services to the elderly, disabled and other emergency services have limited capability due to the above described conditions; and

WHEREAS, conditions of extreme peril have arisen and have the potential to worsen requiring immediate attention to alleviate the threat to the safety, health and welfare of the citizens of Roy City; and

WHEREAS, these conditions do create a “State of Emergency” according to local and state statutes;

NOW THEREFORE, It is found, determined and declared that a “State of Emergency” now exists due to the aforesaid severe _____ in Roy City and such area is declared to be a disaster requiring aid, assistance and relief available pursuant to the provisions of local and state statutes, and the Emergency Operations Plan is hereby activated. Proclaims and orders that said local emergency shall be deemed to continue to exist until termination. This declaration shall not be continued or renewed for a period in excess of thirty days except by consent of the governing body and filed with the City Recorder.

DATED this _____
(Day-Month-Year)

Mayor

ATTEST:

City Recorder

DECLARATION FORM

Declaration of Termination of a Local Emergency

WHEREAS, a local emergency presently exists in Roy City in accordance with the proclamation thereof by the City Administrator or successor on the

_____,
(Day-month-year)

as a result of conditions of extreme peril to the safety of persons and/or property caused by

is within control of the normal protective services, personnel equipment, and facilities of and within said City of Roy;

NOW THEREFORE, the City Administrator or successor does hereby:

Proclaim the termination of the local emergency in Roy City.

Adopted this ____ day of _____, 20__.

Mayor

ATTEST:

City Recorder

RAPID FIELD DAMAGE ASSESSMENT FORM

RAPID (FIELD) DAMAGE ASSESSMENT FORM ROY CITY

Completed by: (Print) _____

Contact Number: _____

Date: _____ **Time:** _____

	Single Family	Multi Family	Mobile Homes	Business	Critical Care	Public Facilities- Buildings	Schools	Utilities	Public Roads	Bridges
Destroyed										
Major										
Minor										
TOTAL										

DETAILED DAMAGE ASSESSMENT FORM

DETAILED DAMAGE ASSESSMENT FORM

DATE:

TIME:

STREET or AREA LOCATION: _____

When did the disaster occur: Date: _____ **Time:** _____

CIRCLE DISASTER CAUSE:

Ice/Snow/Hail

Tornado

Fire/Explosion

Wind

Flood

Earthquake

Other: _____

Damage Description:

Are resources outside of the city needed? Yes No

Have local mutual agreements been exhausted? Yes No

Has a local declaration been signed? Yes No

Affected Individuals (indicate # if known):

Fatalities _____

Missing _____

Injuries _____

Evacuated _____

Hospitalized _____

Sheltered _____

Was an evacuation recommended by city officials? Yes No

DETAILED DAMAGE ASSESSMENT FORM

ESTIMATED PROPERTY DAMAGE FOR INDIVIDUALS & BUSINESSES:

	# Inaccessible	# Minor	# Major	# Destroyed
Single family				
Multi-family				
Mobile homes				
Businesses				
Critical Care				

ESSENTIAL UTILITIES:

	Unknown	Minor Damage	Major Damage	# of Persons Affected	Critical Care Facilities Affected
Gas					
Electricity					
Water					

ESTIMATED CITY / PROPERTY DAMAGE:

Type of Work or Facility	\$ Estimate (if known)	# of Sites
Debris removal		
Protective measures		
Roads		
Bridges		
Water Control		
Buildings/Equipment		
Public Utilities		
Parks & Recreation		

DETAILED DAMAGE ASSESSMENT FORM

Describe actions being taken:

Describe economic impact to the city:

Describe voluntary agency actions:

EMERGENCY SUPPORT FUNCTION ANNEXES

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EMERGENCY SUPPORT FUNCTION MAINTENANCE

Title	Page	Revision	Date	Revised By (Name)
Emergency Support Function Annexes				
ESF #1 Transportation (Public Works Primary)				
ESF #2 Communications (Info Tech Primary)				
ESF #3 Public Works and Engineering (Public Works Primary)				
ESF #4 Firefighting (Fire Department Primary)				
ESF #5 Information Sharing and Planning (Emergency Manager Fire Chief)				
ESF #6 Mass Care, Emergency Assistance, Housing, Human Services (Parks and Rec Department Primary)				
ESF #7 Logistics Management and Resource Support (Human Resources)				
ESF #8 Public Health and Medical Services (Weber Morgan Health Department)				
ESF #9 Search and Rescue (Fire Department Primary)				
ESF #10 Oil and Hazardous Materials Response (Fire Department Primary)				
ESF #11 Animal Services and Agriculture (Animal Services Primary)				
ESF #12 Energy (Management Services Primary)				
ESF #13 Public Safety – Law Enforcement and Security (Police Department Primary)				
ESF #14 Long-Term Community Recovery (Community Development Planning Primary)				
ESF #15 External Affairs (City Assigned P.I.O.)				

PUBLIC OFFICIALS GUIDE TO DISASTER'S

See attached Public Officials Guide.

Resolution No. 18-5

**A Resolution of the Roy City Council
Approving an Agreement between Roy City Corporation and Post Asphalt & Construction
for the 1900 West Curb and Sidewalk Project**

Whereas, a Request for Proposals for the 1900 West Curb and Sidewalk Project was advertised;
and

Whereas, Post Asphalt and Construction was the lowest responsive, responsible bidder; and

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

Whereas, the Agreement sets forth the respective rights and responsibilities of the Parties
regarding the 1900 West Curb and Sidewalk Project.

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

Passed this 6th day of February, 201.

Robert Dandoy
Mayor

Attest:

Voting:

Aye

Nay

Absent

Excused

Councilmember Jan Burrell
Councilmember Joe Paul
Councilmember Bryon Saxton
Councilmember Dave Tafoya
Councilmember Karlene Yeoman



Memorandum

To: Ross Oliver, Public Works Director
Roy City Corporation

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

Date: January 31, 2018

Subject: **1900 West Curb and Sidewalk Project**

Summary

An invitation to bid for the 1900 West Curb and Sidewalk Project was advertised in the Ogden Standard Examiner on January 9th and 16th, 2018. In response, four bids were received by the January 30th deadline. The low bid was \$203,029.00 from Post Asphalt & Construction. The engineer's project estimate was \$170,000.00. The bid from Post Asphalt has been reviewed and found to be complete and consistent with the bid requirements. We feel they are well qualified to do this work.

Recommendation

We recommend that the contract for the 1900 West Curb and Sidewalk Project be awarded to Post Asphalt & Construction for \$203,029.00. If you agree with this recommendation, please have the Mayor sign the attached Notice of Award and Contract Agreement. Once notified, the Contractor will have 14 days to respond with the following:

1. Signed Contract Agreement
2. Acknowledgment of Notice of Award
3. Certificate of Insurance
4. Performance and Payment Bonds

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

Background

This project will construct curb, gutter, and sidewalk in the UDOT right-of-way on 1900 West between 3775 South and 3950 South. Roy City has obtained a Safe Sidewalks Grant from UDOT that will pay the majority of the project costs. The project will also include extension of the asphalt pavement to the new curb and gutter and some storm drainage system modifications.



1900 West Curb and Sidewalk Project

Roy City Corporation

Bid Opening Date: January 30, 2018 Time: 2:00 p.m. Place: Roy City Public Works Building

	Description	Quantity	Units	Engineer's Estimate		Post Asphalt and Construction		Staker & Parson Companies		Advanced Paving and Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization and Traffic Control:	1	L.S.	\$7,950.00	\$7,950.00	\$7,200.00	\$7,200.00	\$10,900.00	\$10,900.00	\$13,000.00	\$13,000.00
2	Clearing and Grubbing:	1	L.S.	\$3,000.00	\$3,000.00	\$5,300.00	\$5,300.00	\$3,610.00	\$3,610.00	\$14,000.00	\$14,000.00
3	Remove Existing 12-inch and 15-inch Diameter Pipe:	1	L.S.	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$590.00	\$590.00	\$150.00	\$150.00
4	Remove Existing Catch Basin (Sta. 1+17, Sta. 5+13, Sta. 9+30, and Sta. 13+20):	4	Each	\$800.00	\$3,200.00	\$1,500.00	\$6,000.00	\$550.00	\$2,200.00	\$225.00	\$900.00
5	Remove Existing Junction Box and Manhole (Sta. 1+25 and Sta. 2+40):	2	Each	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$560.00	\$1,120.00	\$225.00	\$450.00
6	Relocate Signs with Slip Bases:	3	Each	\$500.00	\$1,500.00	\$700.00	\$2,100.00	\$995.00	\$2,985.00	\$300.00	\$900.00
7	Relocate Signs with Breakaway Bases:	3	Each	\$750.00	\$2,250.00	\$700.00	\$2,100.00	\$330.00	\$990.00	\$300.00	\$900.00
8	Sawcut Asphalt Pavement:	1,270	L.F.	\$1.50	\$1,905.00	\$1.00	\$1,270.00	\$0.80	\$1,016.00	\$2.00	\$2,540.00
9	Remove Asphalt Pavement:	2,500	S.F.	\$0.50	\$1,250.00	\$0.75	\$1,875.00	\$1.75	\$4,375.00	\$0.60	\$1,500.00
10	Remove Concrete Sidewalk:	150	S.F.	\$1.50	\$225.00	\$4.00	\$600.00	\$1.10	\$165.00	\$0.80	\$120.00
11	Remove Concrete Curb and Gutter:	40	L.F.	\$5.00	\$200.00	\$12.00	\$480.00	\$5.50	\$220.00	\$3.20	\$128.00
12	15-inch Dia. Reinforced Concrete Storm Drain Pipe (Class 3):	30	L.F.	\$60.00	\$1,800.00	\$175.00	\$5,250.00	\$72.60	\$2,178.00	\$140.00	\$4,200.00
13	12-inch Dia. Reinforced Concrete Storm Drain Pipe (Class 3):	10	L.F.	\$60.00	\$600.00	\$170.00	\$1,700.00	\$125.00	\$1,250.00	\$140.00	\$1,400.00
14	Import Backfill and Fill Material (Granular Backfill Borrow):	100	Tons	\$16.00	\$1,600.00	\$16.00	\$1,600.00	\$24.00	\$2,400.00	\$18.00	\$1,800.00
15	6' x 4' Combination Box (Sta. 2+40, Sta. 5+13, Sta. 9+30, and Sta. 13+28):	4	Each	\$6,000.00	\$24,000.00	\$6,500.00	\$26,000.00	\$4,422.00	\$17,688.00	\$6,400.00	\$25,600.00
16	6 x 2' Catch Basin (Sta. 1+20):	1	Each	\$4,000.00	\$4,000.00	\$4,800.00	\$4,800.00	\$4,157.00	\$4,157.00	\$4,100.00	\$4,100.00
17	Curb and Gutter:	1,270	L.F.	\$17.00	\$21,590.00	\$17.20	\$21,844.00	\$18.50	\$23,495.00	\$19.00	\$24,130.00
18	Sidewalk:	6,300	S.F.	\$4.30	\$27,090.00	\$4.25	\$26,775.00	\$6.20	\$39,060.00	\$6.00	\$37,800.00
19	Pedestrian Ramp:	1	Each	\$1,000.00	\$1,000.00	\$935.00	\$935.00	\$1,060.00	\$1,060.00	\$1,200.00	\$1,200.00
20	Asphalt Pavement (8" HMA / 6" UTBC / 14" BG):	8,600	S.F.	\$6.00	\$51,600.00	\$8.00	\$68,800.00	\$8.60	\$73,960.00	\$7.20	\$61,920.00



1900 West Curb and Sidewalk Project

Roy City Corporation

Bid Opening Date: January 30, 2018 Time: 2:00 p.m. Place: Roy City Public Works Building

	Description	Quantity	Units	Engineer's Estimate		Post Asphalt and Construction		Staker & Parson Companies		Advanced Paving and Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
21	Micro-Surface Pavement Treatment (per UDOT Specification 02735):	10,200	S.F.	\$0.70	\$7,140.00	\$1.05	\$10,710.00	\$1.10	\$11,220.00	\$1.30	\$13,260.00
22	Reconstruct Existing Utility Vault Lid and Cover (Sta. 12+42):	1	Each	\$600.00	\$600.00	\$500.00	\$500.00	\$858.00	\$858.00	\$770.00	\$770.00
23	Clean and Video Inspect Storm Drain Pipe:	1,350	L.F.	\$2.00	\$2,700.00	\$1.90	\$2,565.00	\$2.75	\$3,712.50	\$1.80	\$2,430.00
24	Storm Water Sediment Barriers at Catch Basin:	5	Each	\$200.00	\$1,000.00	\$125.00	\$625.00	\$200.00	\$1,000.00	\$180.00	\$900.00
TOTAL OF ALL BID ITEMS:					\$170,000.00		\$203,029.00		\$210,209.50		\$214,098.00

4 Acme Construction, Inc.

\$243,898.50

Project Engineer
John Bjerregaard

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **ROY CITY CORPORATION** (hereinafter called OWNER) and **Post Asphalt and Construction**, (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

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

The work consists of constructing approximately 1,300 feet of curb, gutter and sidewalk along 1900 West Street (State Road 126) with modifications to the storm drain and extension of the asphalt paving to the new curb and gutter. State Road 126 is administered by UDOT, and the successful bidder must obtain a UDOT encroachment permit.

ARTICLE 2-THE PROJECT

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

1900 WEST CURB AND SIDEWALK PROJECT

ARTICLE 3- ENGINEER

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

ARTICLE 4- CONTRACT TIMES

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

4.02 *Dates for Completion and Final Payment:* The Work will be completed by June 15, 2018.

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

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

ARTICLE 5- CONTRACT PRICE

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

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately

identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

<u>No.</u>	<u>Item.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization and Traffic Control:	1	L.S.	\$7,200.00	\$7,200.00
2	Clearing and Grubbing:	1	L.S.	\$5,300.00	\$5,300.00
3	Remove Existing 12-inch and 15-inch Diameter Pipe:	1	L.S.	\$1,000.00	\$1,000.00
4	Remove Existing Catch Basin (Sta. 1+17, Sta. 5+13, Sta. 9+30, and Sta. 13+20):	4	Each	\$1,500.00	\$6,000.00
5	Remove Existing Junction Box and Manhole (Sta. 1+25 and Sta. 2+40):	2	Each	\$1,500.00	\$3,000.00
6	Relocate Signs with Slip Bases:	3	Each	\$700.00	\$2,100.00
7	Relocate Signs with Breakaway Bases:	3	Each	\$700.00	\$2,100.00
8	Sawcut Asphalt Pavement:	1,270	L.F.	\$1.00	\$1,270.00
9	Remove Asphalt Pavement:	2500	S.F.	\$0.75	\$1,875.00
10	Remove Concrete Sidewalk:	150	S.F.	\$4.00	\$600.00
11	Remove Concrete Curb and Gutter:	40	L.F.	\$12.00	\$480.00
12	15-inch Diameter Reinforced Concrete Storm Drain Pipe (Class 3):	30	L.F.	\$175.00	\$5,250.00
13	12-inch Diameter Reinforced Concrete Storm Drain Pipe (Class 3):	10	L.F.	\$170.00	\$1,700.00
14	Import Backfill and Fill Material (Granular Backfill Borrow):	100	Tons	\$16.00	\$1,600.00
15	6'x4' Combination Box (Sta. 2+40, Sta. 5+13, Sta. 9+30, and Sta. 13+28):	4	Each	\$6,500.00	\$26,000.00
16	6x2' Catch Basin (Sta. 1+20):	1	Each	\$4,800.00	\$4,800.00
17	Curb and Gutter	1,270	L.F.	\$17.20	\$21,844.00
18	Sidewalk:	6,300	S.F.	\$4.25	\$26,775.00
19	Pedestrian Ramp:	1	Each	\$935.00	\$935.00
20	Asphalt Pavement (8" HMA/ 6" UTBC/ 14" GB):	8,600	S.F.	\$8.00	\$68,800.00
21	Micro-Surface Pavement Treatment (per UDOT Specifications 02735):	10,200	S.F.	\$1.05	\$10,710.00
22	Reconstruct Existing Utility Vault Lid and Cover (Sta. 12+42):	1	Each	\$500.00	\$500.00
23	Clean and Video Inspect Storm Drain Pipe:	1,350	L.F.	\$1.90	\$2,565.00
24	Storm Water Sediment Barriers at Catch Basins:	5	Each	\$125.00	\$625.00

TOTAL OF ALL UNIT PRICES **TWO HUNDRED THREE THOUSAND TWENTY-NINE DOLLARS AND 00/100 (\$203,029.00).**

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

ARTICLE 6- PAYMENT PROCEDURES

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

6.02 *Progress Payments; Retainage*: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

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

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

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

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

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

ARTICLE 7- INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 5% per annum.

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9- CONTRACT DOCUMENTS

9.01 *Contents:*

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. Bid Bonds;
 - 5. General Conditions;
 - 6. Supplementary Conditions;
 - 7. Specifications as listed in the table of contents of the Project Manual;
 - 8. Drawings as listed in the table of contents of the Project Manual;
 - 9. Addenda No. 1;
 - 10. Exhibits this Agreements;

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

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

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

- B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

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

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

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

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

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

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

OWNER:

CONTRACTOR:

ROY CITY CORPORATION

POST ASPHALT AND CONSTRUCTION

By:_____

By:_____

NOTICE OF AWARD

DATED: February 6, 2018

TO: Post Asphalt and Construction

ADDRESS: 1762 West 1350 South, Ogden, UT 84401

PROJECT: 1900 West Curb and Sidewalk Project

You are notified that your Bid dated January 30, 2018, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the 1900 West Curb and Sidewalk Project. The Contract Price of your Contract is Two Hundred Three Thousand Twenty-Nine Dollars and 00/100 (\$203,029.00).

Actual total price will be based on the sum of work items completed (as measured in the field) multiplied by the unit prices for each item.

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

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

1. Submit a Signed Contract Agreement
2. Submit a Payment Bond
3. Submit a Performance Bond
4. Submit Certificates of Insurance as specified in General and Supplementary Conditions

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

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

Roy City Corporation
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

NOTICE TO PROCEED

Dated: _____

TO: **Post Asphalt and Construction**

ADDRESS: **1762 West 1350 South, Ogden, UT 84401**

PROJECT: **1900 West Curb and Sidewalk Project**

You are notified that the Contract Times under the above contract will commence to run on _____, **2018**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Completion is _____. Thereafter, liquidated damages will be assessed at the rate of \$200.00 per calendar day.

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

Roy City Corporation
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)



SYNOPSIS

Application Information

Applicant: Niranjan Singh / Amar Kaur, Owners

Request: **6:00 p.m. – PUBLIC HEARING** – Requests to approve:

- Ord. No. 18-1; to amend the General Plan (Future Land Use Map) from Medium Density, Single-Family Residential to Very High Density, Multi-Family Residential.
- Ord. No. 18-2; to amend the Zoning Map from R-1-8 (Single-Family Residential) to R-4 (Multi-Family Residential)

Approximate Address: 1920 West 4400 South

Land Use Information

Current Zoning: R-1-8

Adjacent Zoning: North: R-1-8; Single-Family Residential

South: R-4; Multi-Family Residential

East: CC; Community Commercial

West: R-1-8; Single-Family Residential

Current General Plan: Medium Density Single-Family Residential

Staff

Report By: Steve Parkinson

Staff Recommendation: Denial

APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10, Chapter 5 – Amendments to General Plan and Zoning Ordinance

CONFORMANCE TO THE GENERAL PLAN

- Economic Development Goal 1; *To promote and make possible the realization of a high quality of life for the city's residents through the pursuit and implementation of good economic development practices*
- Economic Development Goal 1; Objective 1; *To promote and encourage commercial, industrial and other economic endeavors to strength and improve the city's tax base and quality of life.*
- Urban Growth Goal 1; Objective 5; *To allow development to occur on parcels of land most suitable for and capable of supporting the kind of development being proposed.*

PLANNING COMMISSION ACTION

The Planning Commission held a Public Hearing on January 9, 2018, the hearing was opened – the Public made the following comments:

- Gennie Kirch, said in speaking with the neighbors, they were under the impression that this project would be a basement apartment rather than a duplex. She explained that if it were to be a basement apartment, the City's ordinance dictated that only family members could reside in the unit. Ms. Kirch stated she viewed this proposal as spot zoning, and noted the property across the street was a home. She also explained that 15 years ago a proposal came forward for two triplexes on the lot west of the subject property. However, the application was denied due to the size of the project. Furthermore, the Planning Commission and City Council had determined at the time that 4400 South was a natural barrier. Ms. Kirch was concerned with the precedence this action would set, if the proposal were to be approved. She asked the Planning Commission to recommend denial.



- Brian Stewart, stated his property was located adjacent to the subject property. Mr. Stewart stated that he knew the applicants and they were exemplary individuals. However, he was concerned with the traffic, parking and the safety of the area. He said higher density often equated to higher crime rates. Mr. Stewart was against the proposal as it was outlined.
- Max Wiesinger, expressed concerns with the traffic in the area. In addition, he said the schools in the area were already over capacity. Mr. Wiesinger was against the proposal as it was outlined.

With no further comments the public hearing was closed.

After a small discussion amongst the Commissioners, the Commission recommended to the City Council the following:

- Denial of the request to amend the General Plan from Medium Density to Very High Density, voting 7-0 and
- Denial of the request to amend the Zoning Map from R-1-8 to R-4, voting 7-0.

ANALYSIS

Background:

This parcel is West of the Texaco that is on the Northwest corner of 1900 West and 4400 South. The applicant is looking to build new or remodel the existing house into at least a duplex or a Tri-plex if there is enough land. In order to build a tri-plex within the R-4 zone there needs to be a minimum of 11,250 sq.-ft., currently this property has 11,220 sq.-ft.

Amend Future Land Use Map:

Current Designation: The subject property currently has a land use designation as Medium Density Single-Family Residential (see exhibit "B").

Requested Land Use Designation: The applicant would like to change the Future Land Use Map from the current Medium Density, Single-family designation to a Very High Density, Multi-Family Residential designation.

Considerations: When considering a proposed amendment to the general plan the Commission and Council shall consider the following factors, as outlined in 10-5-5 "Criteria for approval of General Plan Amendments" of the Zoning Ordinance:

- 1) The effect of the proposed amendment on the character of the surrounding area.
- 2) The effect of the proposed amendment on the public health, welfare, and safety of City residents.
- 3) The effect of the proposed amendment on the interests of the City and its residents.
- 4) The location of the proposed amendment is determined to be suitable for the uses and activities allowed by the proposed amendment, and the City, and all other service providers, as applicable, are capable of providing all services required by the proposed uses and activities in a cost effective and efficient way.
- 5) Compatibility of the proposed uses with nearby and adjoining properties.
- 6) The suitability of the properties for the uses requested.
- 7) The effect of the proposed amendment on the existing goals, objectives, and policies of the General Plan, and listing any revisions to the City's Land Use Ordinances, this Ordinance, the Subdivision Ordinance, and any other Ordinances required to implement the amendment.
- 8) The community benefit of the proposed amendment.

The above section of the Zoning Ordinance asks some questions mostly looking at the effect the proposed land use designation and compatibility/suitability to the surrounding uses. Staff would like to comment on some these questions

The character of the surrounding areas (see Exhibit "A") –

- To the North and West, there are Single-Family residential dwellings. To the East, there is Commercial development. To the South there is Single-Family and Multi-Family residential dwellings. There are no existing Multi-Family dwelling units on the North side of 4400 South.
- The proposed request on the grounds of the General Plan (Future Land Use Map) isn't compatible with the current map.

Amend Zoning Map:

Current Zoning: Currently the property is zoned R-I-8 Single-Family Residential, the surrounding properties are zoned as follows: North & West is R-I-8; Single-Family Residential, to the South it's R-4; Multi-Family Residential and to the East it's CC; Community Commercial.

Requested Zone Change: The applicant would like to have the property changed from R-I-8 to R-4.

Considerations: When considering a Zoning District Map Amendment, the Commission and the Council shall consider the following factors, as outlined in section 10-5-9 "Criteria for Approval of a ... Zoning Map" of the Zoning Ordinance:

- 1) The effect of the proposed amendment to advance the goals and policies of the Roy City General Plan.
- 2) The effect of the proposed amendment on the character of the surrounding area.
- 3) The compatibility of the proposed uses with nearby and adjoining properties.
- 4) The suitability of the properties for the uses requested.
- 5) The overall community benefits.

No amendment to the Zoning Districts Map (rezone) may be recommended by the Commission nor approved by the Council unless such amendment is found to be consistent with the General Plan and Land Use Maps.

The above section of the Zoning Ordinance asks some questions mostly looking at the effect the proposed zone and compatibility/suitability to the surrounding uses. Staff would like to comment on some these questions

General Plan Goals, Objectives and Policies –

- Within the "Conformance to the General Plan" section of this report it lists two (2) goals and policies that this type of development would satisfy.

The character of the surrounding areas (see Exhibit "A") –

- North & West is R-I-8; Single-Family Residential,
- South it's R-4; Multi-Family Residential and,
- East it's CC; Community Commercial.
- The R-4 zone is across the street on the South side of 4400 South, however the North side of 4400 South there is only Single-Family dwellings, thus allowing Multi-Family on the North side of 4400 South would incompatible with the surrounding area.
- Unsure of the overall community benefit of allowing the zone change.

Some additional questions that the Commission and Council needs to reflect upon are:

- Does changing are not changing the zoning provide the best options for development of this property or area?
- How can this property best be developed? As Single-Family or Multi-Family single-family dwellings? Just as Commercial? OR Just as Single-family residential?

FINDINGS

- General Plan
 1. This would create an isolated designation on a single parcel, where it doesn't exist anywhere else in the area.

- Zoning Map
 - I. Is not consistent with the surrounding neighborhood on the north side of 4400 South.

ALTERNATIVE ACTIONS

The Planning Commission can recommend Approval, Approval with conditions, Deny or Table.

RECOMMENDATION

Staff recommends that the City Council deny the request to amend the:

- General Plan (Future Land Use Map) from Medium Density, Single-Family Residential to Very High Density, Multi-Family Residential.
- Zoning Map from R-1-8 (Single-Family Residential) to R-4 (Multi-Family Residential)

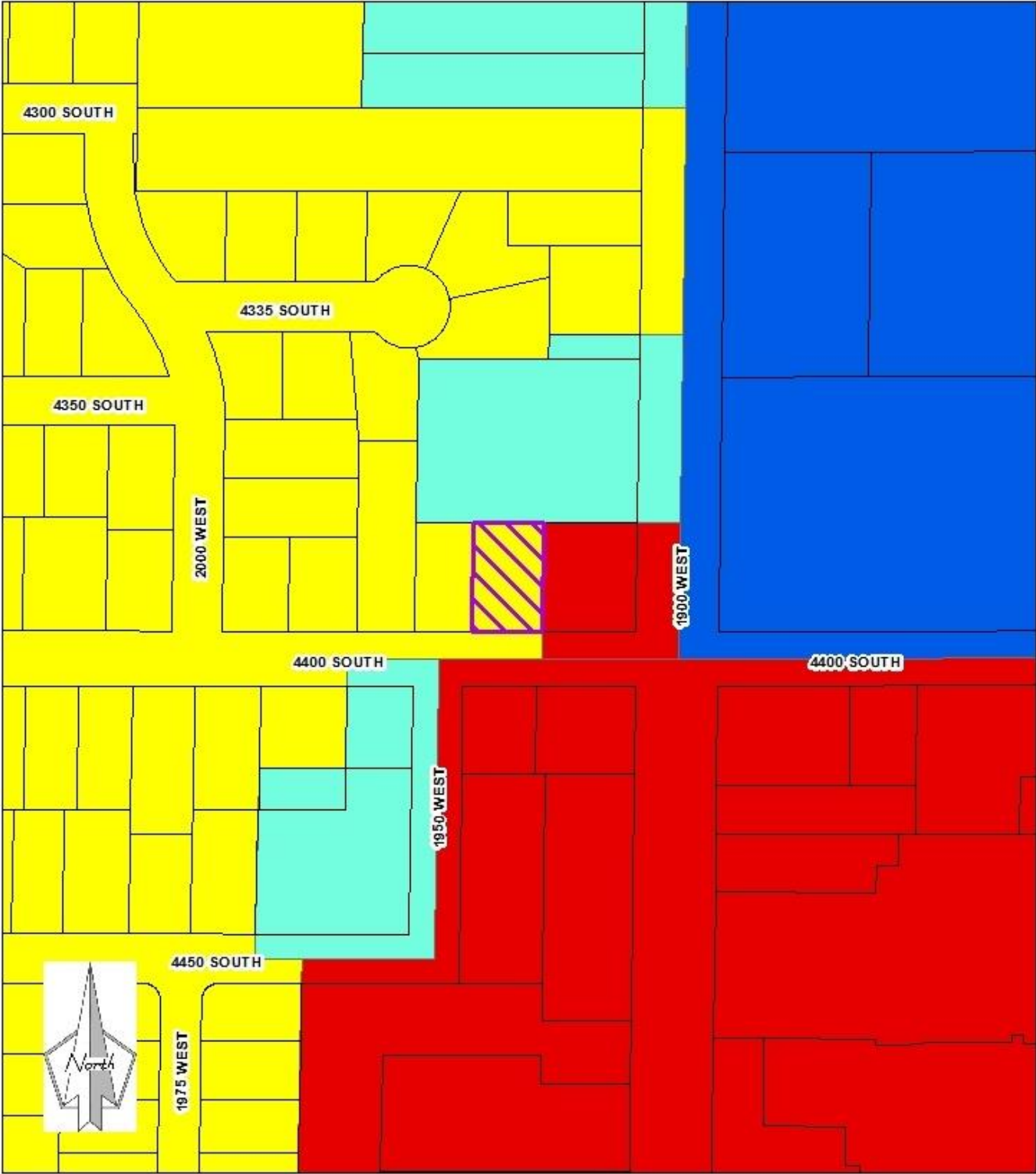
EXHIBITS

- A. Aerial Map
- B. Future Land Use Map
- C. Zoning Map
- D. Ord. No 18-1
- E. Ord. No. 18-2







EXHIBIT "A" – AERIAL MAP



EXHIBIT “B” – FUTURE LAND USE MAP



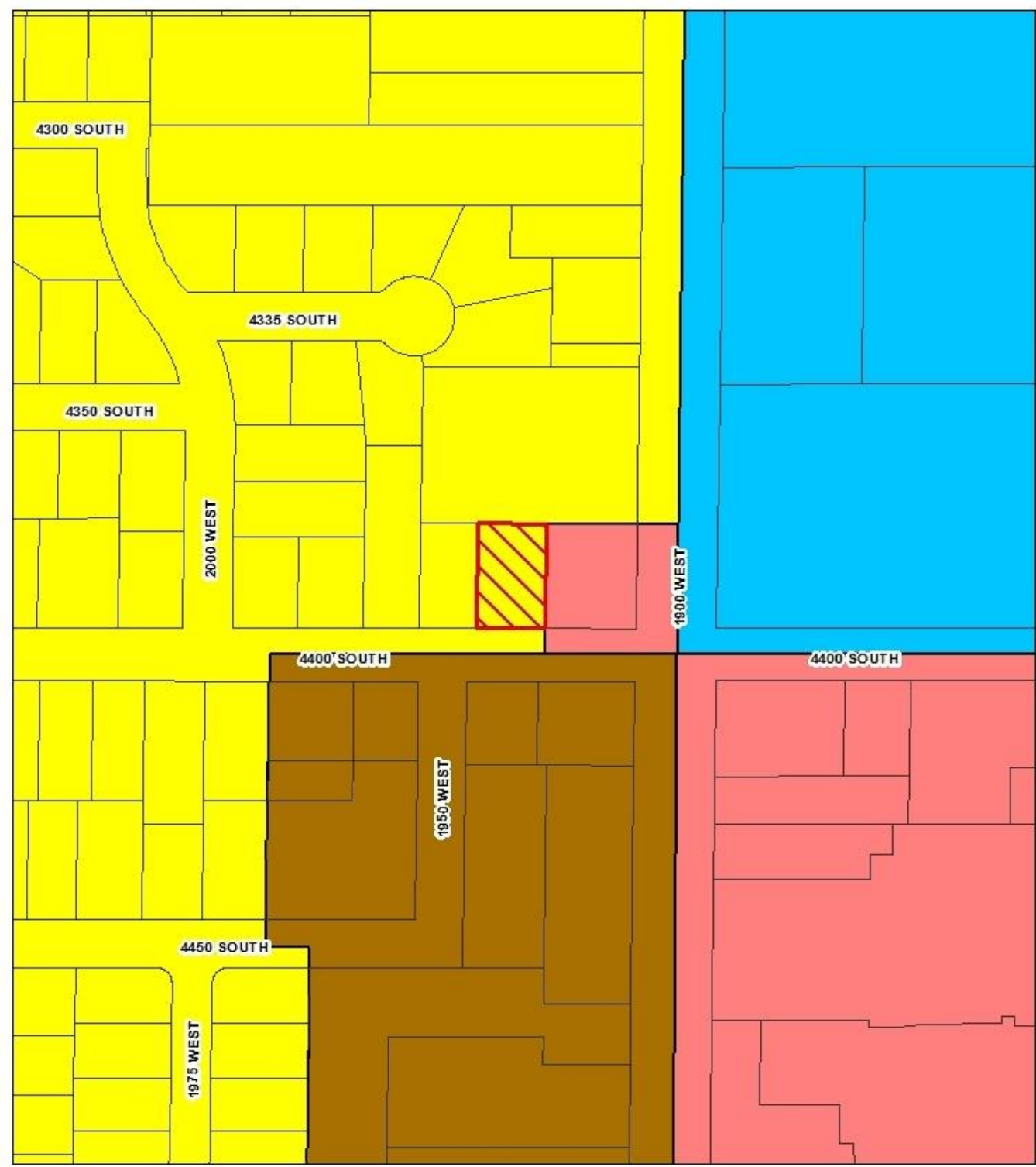
Legend

- | | |
|--|---|
|  Parcels |  Commercial |
|  Selected Parcels |  Business Park |
|  Schools/Government/Churches | |
|  Medium Density Single-Family Residential | |

**Future Land
Use Map**



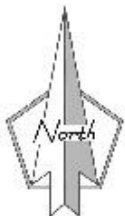
EXHIBIT "C" – ZONING MAP



Legend

- | | |
|---------|-----------------|
| Parcels | Selected Parcel |
| R-1-8 | BP |
| R-4 | CC |

Zoning
Map



ORDINANCE No. 18-1

**AN ORDINANCE ESTABLISHING A FUTURE LAND USE DESIGNATION OF
VERY HIGH DENSITY, MULTI-FAMILY ON A PROPERTY LOCATED AT
APPROXIMATELY 1920 WEST 4400 SOUTH**

WHEREAS, Roy City has received a petition to amend the Future Land Use Map by changing the designation on properties comprising approximately 0.25 acres (11,220 sq.-ft.) of land located at approximately 1920 West 4400 South from a designation of Medium Density Single-Family Residential to a designation of Very High Density Multi-Family Residential; and

WHEREAS, the Planning Commission held a public hearing to review the petition and favorably recommended the change; and

WHEREAS, the City Council finds that the proposed amendment will advance the existing goals, objectives and policies of the General Plan and is assured that the change will not be detrimental to the appropriate residential use of the property; and

WHEREAS, the City Council has reviewed and considered the same in a public meeting.

NOW, THEREFORE, be it hereby ordained by the City Council of Roy City, Utah, that the Future Land Use Designation of a portion of the properties at 1920 West 4400 South be established as Very High Density Multi-Family Residential; and that the Roy City Future Land Use Map be amended to depict the same.

This Ordinance has been approved by the following vote of the Roy City Council:

Councilman Burrell _____

Councilman Paul _____

Councilman Saxton _____

Councilman Tafoya _____

Councilman Yeoman _____

This Ordinance shall become effective immediately upon passage, lawful posting, and recording. This Ordinance has been passed by the Roy City Council this _____ Day of _____, 2018.

Robert Dandoy
Mayor

Attested and Recorded:

Amy Mortenson
City Recorder

ORDINANCE No. 18-2

**AN ORDINANCE ESTABLISHING A ZONING DESIGNATION OF R-4 ON PROPERTY
LOCATED AT APPROXIMATELY 1920 WEST 4400 SOUTH**

WHEREAS, Roy City has received a petition to change the zoning on a property comprising of approximately 0.25 acres (11,220 sq.-ft.) of land located at approximately 1920 West 4400 South from a designation of R-1-8 to a designation of R-4 ; and

WHEREAS, the Planning Commission held a public hearing to review the petition and favorably recommended the change; and

WHEREAS, the City Council finds that the proposed amendment will advance the existing goals, objectives and policies of the General Plan and is assured that the continued residential use of the properties will be conducted appropriately; and

WHEREAS, the City Council has reviewed and considered the same in a public meeting.

NOW, THEREFORE, be it hereby ordained by the City Council of Roy City, Utah, that the zoning designation of the properties at 1920 West 4400 South be established as a R-4 designation and that the *Roy City Zoning Map* be amended to depict the same.

This Ordinance has been approved by the following vote of the Roy City Council:

Councilman Burrell _____

Councilman Paul _____

Councilman Saxton _____

Councilman Tafoya _____

Councilman Yeoman _____

This Ordinance shall become effective immediately upon passage, lawful posting, and recording. This Ordinance has been passed by the Roy City Council this ____ Day of _____, 2018.

Robert Dandoy
Mayor

Attested and Recorded:

Amy Mortenson
City Recorder