

Mayor
• Robert Dandoy

City Manager
• Matt Andrews



Council Members
• Jan Burrell
• Joe Paul
• Bryon Saxton
• David E. Tafoya
• Karlene Yeoman

ROY CITY COUNCIL MEETING AGENDA

AUGUST 6, 2019 – 5:30 P.M.

ROY CITY COUNCIL CHAMBERS – 5051 SOUTH 1900 WEST

A. Welcome & Roll Call

B. Moment of Silence

C. Pledge of Allegiance

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)

E. Presentation

1. Employee of the Month- August

F. Action Items

1. Resolution 19- 18 Approving an Interlocal Fire Aid Agreement between Roy City and Ogden City Corporation, South Ogden City Corporation, Riverdale City Corporation, North View Fire District, and Weber Fire District for Fire Protection Services
2. Resolution 19-19 Adopting a new Fee Schedule for Fire & Rescue Services
3. Resolution 19-20 Naming of Memorial Park

G. City Manager Report

1. Assisted Living Center

H. City Council Discussion

I. Public Comments *This is an opportunity to address the Council regarding concerns or ideas on any topic. To help allow everyone attending this meeting to voice their concerns or ideas, please consider limiting the amount of time you take. We welcome all input and recognize some topics may take a little more time than others. If you feel your message is complicated and requires a lot of time to explain, then feel free to email your thoughts to admin@royutah.org. Your information will be forwarded to all council members and a response will be provided.*

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.

Pursuant to Section 52-4-7.8 (1)(e) and (3)(B)(ii) “Electronic Meetings” of the Open and Public Meetings Law, Any Councilmember may participate in the meeting via teleconference, and such electronic means will provide the public body the ability to communicate via the teleconference. The anchor location shall be the Roy City Council Chambers located at 5051 South 1900 West, Roy Utah.

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 August, 2019. 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 August, 2019.



Visit the Roy City Web Site @ www.royutah.org
Roy City Council Agenda Information – (801) 774-1021

Morgan Langholf
City Recorder

RESOLUTION 19-18

A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT BETWEEN ROY CITY CORPORATION AND OGDEN CITY CORPORATION, SOUTH OGDEN CITY CORPORATION, RIVERDALE CITY CORPORATION, NORTH VIEW FIRE DISTRICT, AND WEBER FIRE DISTRICT FOR FIRE PROTECTION SERVICES

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, South Ogden City, Riverdale City, North View Fire District and Weber Fire 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 ____ day of August, 2019.

Robert Dandoy
Mayor

Attest:

Morgan Langholf
City Recorder

Voting:

VOTE

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

INTERLOCAL AUTOMATIC AID FIRE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2019 (“effective date”), pursuant to the provisions of the Interlocal Cooperation Act, by and between **OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah, **ROY CITY CORPORATION**, a municipal corporation of the State of Utah, **SOUTH OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah, **RIVERDALE CITY CORPORATION**, a municipal corporation of the State of Utah, **NORTH VIEW FIRE DISTRICT**, a political subdivision of the State of Utah, and the **WEBER FIRE DISTRICT**, a political subdivision of the State of Utah.

WITNESSETH:

WHEREAS, the parties are desirous of entering an agreement for providing automatic mutual aid for fire protection among the parties; and

WHEREAS, such agreement is in furtherance of the purposes of Section 11-7-1, Utah Code Annotated, 1953, as amended; and

WHEREAS, each party desires to cooperate with and assist the other for structural fire protection at the receipt of such an alarm; and

WHEREAS, this Agreement is intended to “enhance” but not replace the existing “Mutual Aid Agreements.”

NOW, THEREFORE, it is hereby agreed:

1. That upon receipt of a report of a structure fire or other fire threatening a structure, the dispatch center responsible for dispatching the incident will dispatch the standard complement of firefighting equipment and personnel from that jurisdiction. In addition, the dispatcher will also immediately see that the next due “Automatic Aid” fire company, as provided under this Agreement, is dispatched to the same incident. Selection of the “Automatic Aid” fire company will be made by computer aided dispatch according to mutually satisfactory boundaries as approved by the respective Fire Chiefs of each party.

2. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- a. The “Automatic Aid” fire company being requested must be currently in an “available” status.
- b. The responding company must be a “pumping” apparatus of Class A engine type or “quint” style aerial device with Class A engine specifications. Such responding company must respond with no fewer than two firefighters on board.

- c. The “Automatic Aid” fire company must respond immediately from the fire station to which they are assigned immediately upon receipt of the alarm. All such responders must ride the fire engine to the incident. None shall respond by private vehicle.
- d. Dispatch will issue the following information to the responding “Automatic Aid” fire company:
 - i. Address of incident;
 - ii. Type of fire;
 - iii. Special considerations of life safety;
 - iv. Incident command designation; and
 - v. Commander’s name or unit when available.
- e. All parties under this agreement will function under the Incident Command System as taught by the National Fire Academy and as practiced under Weber area local guidelines and standard operating procedures (SOP’s). The responding “Automatic Aid” fire company shall report to the Incident Commander at the location to which the equipment is dispatched, and shall be subject to the orders of that commander.
- f. The responding “Automatic Aid” fire company shall be released by the requesting organization when the services of the “Automatic Aid” fire company are determined to not be required or when the “Automatic Aid” fire company is needed to provide fire protection to its own jurisdiction, such need to be the sole determination of the responding organization.
- g. Assistance under this Agreement may be refused by the supervising shift officer or any of the parties if, in the supervisor’s best judgment, it is determined that the party is unable to reasonably respond.

3. Each party waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring as a consequence of performing this Agreement.

4. Neither party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement.

5. All privileges and immunities from liability which surround the activities of any firefighting force or fire department, when performing its functions within the other party’s territorial limits, shall apply to the activities of that other party’s firefighting department while furnishing fire protection outside its territorial limits under this Agreement.

6. The effect of the death or injury of any firefighter, who is killed or injured while responding to an incident outside the territorial limits of the firefighter department of which the firefighter is a member and while that department is functioning pursuant to this Agreement, shall be the same as if the firefighter were killed or injured while that department was

functioning within its own territorial limits, and such death or injury shall be considered to be in the line of duty.

7. There is no separate legal entity created by this Agreement to carry out its provisions; and to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the parties acting as a joint board. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.

8. This Agreement shall not relieve any party of any obligation or responsibility imposed upon any of the parties by law, except that the performance of a responding party may be offered in satisfaction of any such obligation or responsibility to the extent of actual and timely performance thereof by the responding party.

9. This Agreement shall be effective for a period of five (5) years from the effective date. Any party may terminate its obligations under this Agreement after giving thirty (30) days advance written notice of termination to the other parties. Such termination shall not modify the Agreement as between any of the remaining parties, except only to exclude the terminating part from the obligations created herein.

10. This Agreement shall become affective as set out above provided it has been approved as appropriate by the above mentioned parties, and in accordance with the provisions of Section 11-13-101 et seq., Utah Code Annotated, 1953, as amended. In accordance with the provisions of Section 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.

OGDEN CITY CORPORATION, a
Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

**ROY CITY CORPORATION, a
Utah Municipal Corporation**

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

WEBER FIRE DISTRICT

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

Attorney for Weber Fire District

**SOUTH OGDEN CITY CORPORATION, a
Utah Municipal Corporation**

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

NORTH VIEW FIRE DISTRICT

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

Attorney for North View Fire District

**RIVERDALE CITY, a
Utah Municipal Corporation**

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

RESOLUTION 19-19

A RESOLUTION OF THE ROY CITY COUNCIL APPROVING NEW FIRE AND RESCUE FEE SCHEDULE

WHEREAS, under the authority of Roy City Code, Section 1-6-5 (E), the City Council shall from time to time determine by resolution the amount to be charged for fire and rescue fees; and

WHEREAS, The Roy City Fire & Rescue Department has determined that the fee schedule needed to be reviewed and adjusted; and

WHEREAS, The Roy City Fire & Rescue Department has proposed adjusting fees in accordance with the attached fee schedule; and

WHEREAS, the Roy City Council finds it is necessary and reasonable and in the best interest of the City to adopt the proposed fee schedule;

NOW, THEREFORE be it resolved by the Roy City Council that attached Fee Schedule is now adopted

Passed this _____ day of August, 2019

Robert Dandoy, Mayor

Attest:

Morgan Langholf, City Recorder

Voting:

Councilmember Burrell _____

Councilmember Yeoman _____

Councilmember Saxton _____

Councilmember Tafoya _____

Councilmember Paul _____

ROY CITY FIRE AND RESCUE FEE SCHEDULE

Effective: July 2019

PREVENTION

Commercial Properties

Site Plan Review		\$50.00
Building Plan Review	1-20,000 Sq Ft	\$50.00
	20,001-50,000 Sq Ft	\$75.00
	50,001 + Sq Ft	\$95.00
Inspection		N/C

Subdivision Development

Plan Review	1-30 Lots	\$50.00
	31-100 Lots	\$50.00
	101+ Lots	\$75.00
Additional Plan Review		\$50.00
Inspection		N/C

Fire Protection Systems

Fire Sprinkler Systems

Plan Review	1-20 Sprinkler Heads	\$50.00
	21-100 Sprinkler Heads	\$100.00
	101-300 Sprinkler Heads	\$200.00
	201-500 Sprinkler Heads	\$200.00
	501+ Sprinkler Heads	\$200.00
Additional Plan Review		\$50.00

Kitchen Hood Systems & Other Systems

Plan Review and inspection		\$100.00
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Fire Alarm System

Plan Review and inspection	1-20,000 Sq Ft	\$100.00
	20,001 - 50,000 Sq Ft	\$200.00
	50,001 + Sq Ft	\$200.00

Specialized Inspections

In-Home including Daycare		\$10.00
Daycare Facilities		\$40.00
Nursing Homes		\$50.00
Group Home		\$50.00
Storage Tank Removal		\$100.00
Other Type Not Classified		\$50.00

Specialized Permits

Amusement Buildings		\$50.00
Burn Permit		N/C
Explosives		\$50.00
Firework Sales		\$50.00
Firework Demonstration		\$75.00
Tent Structures		\$75.00
Other		\$75.00

Business License

Inspection 4,999 sq feet and under		\$30.00
Inspection 5,000 sq feet and over		\$50.00
Re-inspection (one)		N/C

Building Approval Final

\$50.00

HAZMAT

Small	Low hazard & vehicle fluids up to 5 gallons	\$50.00 per incident or leaking vehicle
Large	Low hazard & vehicle fluids in excess of 5 gallons	\$100.00 per incident
Major Incident	Response involving more than one engine company regardless of amount or product	see cost recovery

STORAGE TANK REMOVAL

\$100.00 per tank

CLERICAL

Fire Report	\$15.00	(No charge to owner/occupant of damaged property)
Medical Report	\$15.00	(No charge to patient or parents/guardians if juvenile)
Investigation Report	\$20.00	

Equipment Fees Stand by:

Ambulance with 2 AEMT's	\$75.00 per hour
Ambulance with Paramedic	\$90.00 per hour
Brush truck with two fire fighters	\$60.00 per hour
Engine with crew	\$150.00 per hour

Cost Recovery:

Brush Truck	\$30.00 per hour
Engine	\$125.00 per hour
Ladder	\$150.00 per hour
Haz-Mat	\$125.00 per hour
Admin. Vehicle	\$20.00 per hour
Trailer	\$10.00 per hour
Labor	Hourly Rate plus 25%
Per Diem & Mileage	Per Current Roy City Policy
Disposable Equipment	Cost plus 10%
Clerical & Overhead	Cost plus 15% (charged to each bill)

False Alarms

First Month New System	N/C
First 3 in 6 Months	N/C
Additional False Alarms	\$200.00

AMBULANCE

Not to exceed state rules

ILLEGAL BURNING, RECKLESS BURNING, ARSON

(See Cost Recovery)

Any person cited for illegal burning, reckless burning, and/or arson may be held liable for the cost of the fire.

NOTE:

***Roy City and Roy City Fire Department reserves the right to waive or reduce these fees when determined that it is in the best interest of the City to do so.**

***Any third party plan reviews will be at the expense of the contractor and approved per Fire Marshal.**

Mayor
• Robert Dandoy

City Manager
• Matt Andrews



Council Members
• Jan Burrell
• Joe Paul
• Bryon Saxton
• David E. Tafoya
• Karlene Yeoman

ROY CITY RDA BOARD MEETING AGENDA

AUGUST 6, 2019 – 5:30 P.M.

ROY CITY COUNCIL CHAMBERS – 5051 SOUTH 1900 WEST

A. Welcome & Roll Call

B. Consent Items

1. Approval of the June 18, 2019 Roy City RDA Board Meeting Minutes

C. Action Items

1. Review and approval of the Roy City Loan Committee recommendation for a revolving loan for the Campos Group LLC, to assist in the opening of a discount clothing retail outlet in the Roy Marketplace development.

D. Discussion Item

1. Review and approval of modifications to the revolving loan guidelines.

E. Adjournment

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Attest:

Morgan Langholf
City Recorder

dc:

ROY CITY RDA BOARD MEETING AGENDA

JUNE 18, 2019 – 5:30 P.M.

ROY CITY COUNCIL CHAMBERS – 5051 SOUTH 1900 WEST

A. Welcome & Roll Call

Chair Dandoy called the Roy City RDA Board meeting to order at 7:20 p.m. He welcomed those in attendance and noted Boardmembers Saxton, Tafoya, Burrell, Yeoman, and Paul were present.

B. Consent Items

1. Approval of the April 16, 2019, and May 7, 2019, Redevelopment Agency Meeting Minutes

Boardmember Tafoya motioned to approve the April 16, 2019, and May 7, 2019, Redevelopment Agency meeting minutes. Boardmember Paul seconded the motion. All Boardmembers voted “Aye.” The motion carried.

D. Action Items

1. **PUBLIC HEARING-** Consider Resolution 19-4 Approving the Fiscal Year 2020 RDA budget.
A. Resolution 19-4 Approving the Fiscal Year 2020 RDA budget

Boardmember Saxton motioned to go into Public Hearing. Boardmember Burrell seconded the motion. All Boardmembers voted “Aye.” The motion carried.

Glenda Moore, 2088 West 3825 South. Ms. Moore thanked the Mayor for providing the packet with the agenda so that she could read the entire budget. She concluded by saying, “Go forth and carry on.”

City Manager, Matt Andrews, explained that all of RDA funds that are available are allocated. He noted that they are quite restricted in how they can be used. He said that 2.4 million dollars had been reallocated to the total budget. There are funds that will sunset soon. Roy City’s tax increment is \$58,000 and the property tax increment that is being requested from other agencies is \$276,000. Much of the 2.4 million dollars is for the downtown beautification and demolition. It is in different accounts so that it is readily available. Mr. Andrews recommended approval of Resolution 19-4 Approving the Fiscal Year 2020 RDA budget.

The Council motioned to go out of the public hearing.

Boardmember Paul motioned to approve Resolution 19-4 Approving the Fiscal Year 2020 RDA budget. Boardmember Tafoya seconded the motion. All Boardmembers voted “Aye.” The motion carried.

D. Adjournment

The meeting adjourned at 7:25 p.m.

Revolving Loan Fund
Campos Group LLC

Applicant: Adalberto Campos

Amount Requested: \$30,000

Use of Funds: \$6,900 Rent
\$4,000 furniture
\$18,000 Product
\$1,100 Painting

Location/type of Business: Roy Market Place, retail discount clothing store

Lease Terms: Triple net lease, \$3,450 @month, 3 year, 3% increase each year for years 2-3, building delivered "as is", with landlord installing a double door, estimated contribution value \$10,000.

Application submission requirements: application contained all required information

Application Review Comments/evaluation:

1-Does funding request and application meet the loan Program guidelines: Yes, except for equity participation, and the collateral offered for the loan, which is the product and personal property, which is not adequate to secure the loan.

2-Is the project financially feasible and is all funding in place to open the business in Roy?

Only funding required is the revolving loan funds, and the lease from the landlord.

Recommendation that loan not be finalized, until a signed lease is provided by applicant.

3-Are there any undue financial benefits to the applicant? No, the use of the funds will be used to open the new business only.

4-Are the requested funds necessary and appropriate to the development? Yes, the use of funds will be used to fund appropriate costs for the retail use being proposed, including payment of rent for the first two months of operations, purchase of first inventory, equipment, and property improvements.

5-Is the collateral identified and is it reasonable to secure the loan ? The collateral is not enough to secure the loan. The collateral being offered would be the equipment and product, which will be difficult for the Agency to sell or collect any funding from. In addition, the only funding being provided for this development is the requested loan proceeds, resulting in no equity participation from the applicant. The lack of collateral and equity increase the risk factor of the loan.

6-Are there other lenders or guarantors involved in the project? No, the only funding participation is the city requested funds.

7-Other items that were considered in the evaluation: The applicant operates a similar operation in Layton, he has experience in the retail business, and his submitted business plan indicates the proposed business in Roy would be successful, revenue projects and expenses appeared to be reasonable and not inflated. Further verification of this was demonstrated with the financial information presented on the Layton operation. The public benefit from the loan would include adaptive reuse, they will be occupying a current vacant space in the marketplace development, and their will be minimum sales tax from the business. Creation of jobs will be 1-3, depending on the time of year and success of the business.

LOAN COMMITTEE RECOMMENDATION TO THE BOARD: The loan committee has reviewed and discussed this loan , their recommendation is as follows: The loan be approved at a reduced amount of \$24,000, the interest rate would be 5%, and the term does not exceed 48 months. The reduction in the loan amount is to compensate for the lack of equity, and collateral.