



ROY CITY COUNCIL MEETING AGENDA (ELECTRONIC)

JANUARY 19, 2021 – 5:30 P.M.

No physical meeting location will be available. This meeting will be streamed live on the Roy City YouTube channel. <https://www.youtube.com/channel/UC6zdmDzxdOSW6veb2XpzCNA>

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)

1. Approval of the November 17, 2020 and December 1, 2020 Roy City Council Meeting Minutes
2. 2021 Roy City Council Appointments and Assignments

E. Action Items

1. Employee of the Month
2. **PUBLIC HEARING-** A Resolution adopting adjustments to the Fiscal Year 2021 Budget
 - a. **Resolution 21-1** Adopting adjustments to FY 21 Budget
3. **Resolution 21-2** Designating individuals to act on behalf of Roy City in transactions concerning the Public Treasurers Investment Fund
4. **Resolution 21-3** Adding one Customer Services/Clerk position in the Management Services Department
5. **Resolution 21-4** Changing one Customer Service Clerk 1/Billing Assistant position into one Billing Assistant/Purchasing Clerk position in the Management Services Department
6. **Resolution 21-5** Approving an Interlocal Cooperation Agreement between Roy City and Weber County for Paramedic Services
7. **Resolution 21-6** Approving an Interlocal Cooperation Agreement between Roy City and Weber County for Urban Search and Rescue Team
8. **PUBLIC HEARING-** to consider potential projects for which funding may be applied under the CDBG (Community Development Block Grant) Small Cities Program for FY 2021
9. **Ordinance 21-1;** Consider a request to amend the General Plan (Future Land Use Map) from Medium Density, Single-Family Residential to Commercial at approximately 4398 West 5500 South
10. **Ordinance 21-2;** Consider a request to amend the Zoning Map from R-1-8 (Single-Family Residential) to CC (Community Commercial) at approximately 4398 West 5500 South

F. Public Comments *If you would like to make a comment during this portion of our meeting on ANY topic you will need to email admin@royutah.org to request access to the ZOOM chat. Otherwise please join us by watching the live streaming at <https://www.youtube.com/channel/UC6zdmDzxdOSW6veb2XpzCNA>*

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 make 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.

G. Discussion Items



1. Holiday Home Contest Awards
2. Utility Rates

H. City Manager & Council Report

I. Adjournment

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should contact the Administration Department at (801) 774-1020 or by email: admin@royutah.org at least 48 hours in advance of the meeting.

Public meetings will be held electronically in accordance with Utah Code Section 52-4-210 et seq., Open and Public Meetings Act. Pursuant to a written determination by the Mayor finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to the infectious and potentially dangerous nature of COVID -19 virus appropriate physical distancing in City Council Chambers is not achievable at this time accordingly, the meeting will be held electronically with no anchor location.

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

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in a public place within the Roy City limits on this 15th of January, 2021. A copy was also provided to the Standard Examiner and posted on the Roy City Website and Utah Public Notice Website on the 15th of January, 2021.

Morgan Langholf
City Recorder

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



ROY CITY
Roy City Council Meeting Minutes
November 17, 2020 – 5:30 p.m.
Roy City Council
Electronic Zoom Meeting

Minutes of the Roy City Council Meeting held electronically via Zoom and YouTube on November 17, 2020 at 5:30 p.m.

Notice of the meeting was provided to the Utah Public Notice Website at least 24 hours in advance. A copy of the agenda was posted.

The following members were in attendance:

Mayor Robert Dandoy
Councilmember Paul
Councilmember Saxton
Councilmember Wilson
Councilmember Jackson

City Manager, Matt Andrews
City Attorney, Andy Blackburn

Also present were: Management Services Director, Camille Cook; Police Chief, Carl Merino; Parks and Recreation Director, Travis Flint; Public Works Director, Ross Oliver, Morgan Langholf, Brandon Edwards, Steve Parkinson, Randy Sant; Terry Anderson, Ed Weakland, Lacey, Mike Buckley, Mark Peterson, Josh Peterson, Altina Stott, Scott Wadman

A. Welcome & Roll Call

Mayor Dandoy welcomed those in attendance and noted Councilmembers Jackson, Paul, Saxton, and Wilson were present.

Mayor Dandoy noted that as of that date, Roy had 1,357 confirmed active cases of COVID-19. This was 116 cases up from within the past five days. He then read the Mayor's Determination to Hold Electronic Meetings as follows:

I, Mayor Robert Dandoy, in accordance with Utah Code Section 52-3-207-4, have determined that in conducting a meeting in the Roy City Council Chambers presents a substantial risk to the health and safety of those who would be present at the City Council Chambers. The basis of this determination is that due to the infectious nature and potentially dangerous health effects of contracting the COVID-19 virus, there is not sufficient space in the Council Chambers to provide appropriate safe physical distancing for the safety of the individuals who attend. Accordingly, on this date, November 17, 2020, the meeting will be held electronically without an anchor location.

B. Discussion Items

1. Proposed Mixed Use for the downtown district

Mayor Dandoy explained that Councilmembers had been asked to submit comments in advance for today's workshop. He stated that he would ask each Councilmember to briefly share their thoughts regarding the proposed mixed use for the downtown district.

Councilmember Wilson requested that an applicability clause be added to the agreement. She wanted to ensure that current businesses felt included and supported. By adding this additional clause, it allowed for the uses and structure to be continued and did not inhibit any future growth.

City Attorney, Andy Blackburn, indicated he had read the drafted language of the Councilmember Wilson's

proposed clause. He stated that he had not seen a similar statement that led into other codes before, so he would need to follow up with her on the matter. Everyone would then need to agree upon the additional language.

City Planner, Steve Parkinson, stated that City's land use ordinance already included language pertaining to non-conforming uses and structures. He did not feel additional language was needed. There was further discussion on the matter.

Councilmember Wilson stated that she would like to change the wording from "shall" to "should" in easing the restrictions on drive-thrus. She explained that this language was more inclusive and therefore encouraged more business. There was subsequent discussion regarding placement of drive-thrus, and generally agreed upon that they were better suited on the side with parking in the back. Some exceptions to this were noted, such as medical centers and senior centers. It was also noted that Warren's and Habit Burger had drive-thrus that was in the back of its building. Some businesses would be limited on placement of a drive-thru, which was why they felt the need to offer flexible options.

Councilmember Wilson indicated that she would like to add a commercial zone 300 feet on both sides of 1900 West from Riverdale Road. She said she had spoken with other elected officials from surrounding areas on the matter. Per those conversations, other cities had allowed mixed use in their commercial districts. This had caused some areas to be overrun with high density, even with commercial ground floors. This took away the option for destination commercial businesses.

Mr. Parkinson said he had spoken with Greg Montgomery, Ogden City's Planning Manager, and he sent over their city's ordinance addressing this issue. Mr. Parkinson explained Ogden's ordinance as a reference. There was subsequent discussion regarding how Roy City's downtown area compared to downtowns in surrounding cities.

Councilmember Saxton stated that in regard to building height, the City needed to eliminate a floor level. Councilmember Wilson added that the property and business owners who lived in Roy were requesting shorter buildings. She then pointed to the Focus Roy document to elaborate on this request made by Roy's citizens.

Mayor Dandoy stated that the buildings in the area in question were authorized to be built up to 60 feet; he questioned how many stories this amounted to. Mr. Parkinson said this depended upon the construction and whether the building was built out of wood or metal. It also depended upon the height of each floor. Councilmember Paul said he had not spoken with any residents yet who were opposed to 80-foot buildings. When noted the current ordinance had been in place since 2005, Mayor Dandoy asked how many requests the City had received within that time from developers wanting to raise buildings up to five stories. Mr. Parkinson said that there had been none from current developers. Mr. Parkinson concluded that historically allowable building height was determined by the fire code.

Mayor Dandoy noted that an additional work session on this topic would be held during the next Council Meeting.

C. Adjournment

Councilmember Wilson motioned to adjourn the City Council meeting at 6:30 p.m. Councilmember Jackson seconded the motion. All Councilmembers voted "Aye." The motion carried.

Robert Dandoy
Mayor

Attest:

Morgan Langholf
City Recorder

dc:



ROY CITY
Roy City Council Meeting Minutes
December 1, 2020 – 5:30 p.m.
Roy City Council
Electronic Zoom Meeting

Minutes of the Roy City Council Meeting held electronically via Zoom and YouTube on December 1, 2020 at 5:30 p.m.

Notice of the meeting was provided to the Utah Public Notice Website at least 24 hours in advance. A copy of the agenda was posted.

The following members were in attendance:

Mayor Robert Dandoy
Councilmember Paul
Councilmember Saxton
Councilmember Wilson
Councilmember Jackson
Councilmember Burrell

City Manager, Matt Andrews
City Attorney, Andy Blackburn

Also present were: Management Services Director, Camille Cook; Police Chief, Carl Merino; Parks and Recreation Director, Travis Flint; Public Works Director, Ross Oliver, Morgan Langholf, Brandon Edwards, Steve Parkinson, Randy Sant; Terry Anderson, Ed Weakland, Lacey, Mike Buckley, Mark Peterson, Josh Peterson, Altina Stott, Scott Wadman

A. Welcome & Roll Call

Mayor Dandoy welcomed those in attendance and noted Councilmembers Jackson, Burrell, Paul, Saxton, Wilson were present.

B. Moment of Silence

Councilmember Jackson invited the audience to observe a moment of silence.

C. Pledge of Allegiance

Councilmember Jackson lead the audience in reciting the Pledge of Allegiance.

Mayor Dandoy read the Mayor's Determination to Hold Electronic Meetings.

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 October 20, 2020 Roy City Council Meeting Minutes**
- 2. Request for approval of an alcoholic beverage license for so Delicious Japanese Wasabi, located at 1780 W 5600 S**

Councilmember Paul motioned to approve the Consent Items, with changes to minutes as noted. Councilmember Wilson seconded the motion. All Councilmembers voted "aye." The motion carried.

Mayor Dandoy announced that he was going to change the order of the meeting a bit and asked that the Presentation of the Fiscal Year 2020 Audit be presented to the Council.

Presentations

1. Fiscal Year 2020 Audit Report

Scott Wadman presented the FY 2020 Audit Report. They were satisfied that the procedures in place were appropriate and the audit went well. The staff was thanked for their efforts.

E. Public Comments

Mayor Dandoy opened floor for public comments.

Terry Anderson commented on the rezone request for property at 2449 West 4000 South. He felt the proposal was inappropriate due to the pending lawsuit regarding access to the property and he would like the lawsuit in the record. The lawsuit was JWMP acquisitions vs. defendants Terry Anderson and five other property owners (case number 200904100). This case was pending in the 2nd judicial court of Weber County. A letter had been sent to Council with his concerns.

Ed Weakland commented on the lawsuit that had been filed by Mr. Wilson and his partner that was seeking monetary damages for harm caused by blocking their development. He discussed the issues regarding the property and the lawsuit.

Lacey (no last name given) commented on the rezone and asked that consideration was taken to put a height restriction to mitigate noise.

Mike Buckley commented on the rezone and had a concern about height allowances and noise as well. He mentioned a previous rezone that had a condition attached and suggested a height condition for the proposed rezone.

F. Action Items

1. **Resolution 20-37** Approving 2021 City Council Meetings Dates

City Manager, Matt Andrews presented this Resolution to the City Council. Meetings would continue to be held the 1st and 3rd Tuesdays at 5:30.

Councilmember Paul motioned to approve Resolution 20-37 Approving 2021 City Council Meetings Dates. Councilmember Burrell seconded the motion. A roll call vote was taken. All Councilmembers voted “Aye.” The motion carried.

2. **Ordinance 20-13** to amend the General Plan (Future Land Use Map) from Mixed Use to Light Industrial/Warehouse.

City Planner Steve Parkinson asked the Council to allow the two people who were applying for the license to present.

Matt Peterson and Josh Wilson, the applicants, presented the project. Josh Wilson stated that they wanted to do a rezone to light industrial for storage units. Matt Peterson commented that they had initially wanted to rezone for residential but decided the best use for the property was to do storage units because of concerns from resident. They had no intention of building anywhere near 60 feet. None of their development would hinder access to the existing properties; rather, it would actually improve it.

City Planner Steve Parkinson presented this Resolution to the Council as well as an aerial map of the area under discussion. The request was to rezone to the same zoning to the north and south of the property which was light industrial. He commented on the pending lawsuit, and the noise and height concerns of residents. A public hearing was held by the Planning Commission. The Planning Commission voted 4-3 to recommend the change to the General Plan, and 7-0 for recommendation to change the zoning. The 30-foot access easement in place was for Hooper Water from 4000 South to the Hooper Water property. There were two businesses along this easement so the development would improve access to all of these. The two properties to the north had been added to Roy City from Weber County through annexation. Senate Bill 34 was addressed and discussed. UTA had limited development because they had denied access to the area. City Attorney Andy Blackburn stated that he did not think they should table this because of a lawsuit and that it could be passed with a height contingency.

It was asked how many storage units would go in, to which the developer replied they would build units on five acres and leave the other five acres as open covered storage. However, until the rezone was granted, they had not invested much in the design specifics. The units would be the size of single or double car garages and would not require multiple access points.

There was discussion about what could be allowed under the light industrial zone.

Access from 4800 to 4000 was discussed. A road would have to run through the property, but the owner had no intention of selling land or allowing a road. Traffic and the presence of large vehicles was addressed, and it was noted that these two factors would be minimal because people did not visit storage units very often. The developer stated that by paving the road, snow plowing would also be made easier.

City Attorney Andy Blackburn stated that all they were doing at this time was allowing for a rezone, not allowing the project to go through, and offering a development agreement. They could table this until they decide on the stipulations of a development agreement. The pending lawsuit hindered more of the development than the rezone.

Councilmember Wilson motioned to table Ordinance 12-13 to amend the General Plan Future Land Use Map from Mixed Use to Light Industrial/Warehouse. Councilmember Jackson seconded the motion. A roll call vote was taken. All Councilmembers voted "Aye." The motion carried.

3. **Ordinance 20-14** to amend the Zoning Map from RE-20 (Residential Estates) to LM (Light Manufacturing)

City Planner Steve Parkinson presented this Resolution to the Council.

Councilmember Wilson motioned to table Ordinance 12-14 to amend the Zoning Map from RE-20 (Residential Estates) to LM (Light Manufacturing). Councilmember Jackson seconded the motion. A roll call vote was taken. All Councilmembers voted "Aye." The motion carried.

4. **Resolution 20-38 Changing one Deputy Chief into one Battalion Chief position within the Roy City Fire Department**

Fire Chief, Craig Golden presented this Resolution to the City Council.

Councilmember Paul motioned that we approve Resolution 20-38. Councilmember Burrell seconded the motion. A roll call vote was taken. All Councilmembers voted "Aye." The motion carried.

G. Reports

1. City Manager Report

Matt Andrews, City Manager, thanked the employees that had put together the holiday decorations during the COVID year. He commented on the budget and said that revenues had come in strong and that trend was continuing so he did not think they should hold off the merit to the City employees. A raise for Councilmembers was discussed and the general opinion was that their roles were a service role and they declined.

2. Mayor and Council Report

No comments were made.

H. Adjournment

Councilmember Jackson motioned to adjourn the City Council meeting at 7:15 p.m. Councilmember Burrell seconded the motion. All Councilmembers voted “Aye.” The motion carried.

Robert Dandoy
Mayor

Attest:

Morgan Langholf
City Recorder

dc:

Date: 1/19/2021

From: Mayor Dandoy

To: City Council Members – Burrell, Saxton, Paul, Jackson, Wilson

CC: Matt Andrews, Morgan Langholf, and Department Heads

SUBJECT: 2021 Roy City Council Members Committee and Liaison Assignments

Effective Date: 19 January 2021

The following committee and liaison assignments are provided to the Council by the Mayor for their review and consent vote. You will notice no change in the assignments from 2020. The COVID 19 Pandemic has limited the Council to engage in those assignments and it was recommended that we continue them into 2021. The official voting on these assignments will occur during the City Council meeting on 19 January 2021.

The appointment of the Mayor Pro-Tem is a Council decision. Currently Council Member Burrell has been filling the position and could be extended into 2021. Nominations and vote will also take place during the Council meeting on 19 January 2021.

Assignments:

Mayor Dandoy

Roy City Assignments:

Beautification Committee, Financial Audit Committee, and Economic Development Committee

Weber Area Council of Government (WACOG) Assignments

911/Weber Consolidated Dispatch Seat #3 Board Member (Permanent)

Wasatch Front Regional Council (WFRC) Assignments (WACOG Appointments)

Transcom Committee Seat #1 (Alternate), and Regional Growth Committee Seat #1 (Vice Chair)

Ogden/Weber Chamber Commerce

Legislative Affair Committee, Transportation Committee, and OWCC Board of Governors Member

Community That Cares (CTC) Leader Key Board Member

Ogden City Airport Advisory Board Member

2020 Honorary Commander Hill AFB (2 Year Assignment)

Council Member Burrell

Roy City Assignments

Financial Audit Committee and Administrative Department Liaison

Boys and Girls Club Member

Ogden/Weber Community Action Partnership (OWCAP) Member

Council Member Saxton

Roy City Assignments

Economic Development Committee, Business Advisory Board (BAB)
Representative, and Parks and Recreation Department Liaison

Weber Mosquito Abatement Board Member (4 Year Assignment)

Council Member Paul

Roy City Assignments

Economic Development Committee and Public Works Department Liaison

North Davis Sewer District Board Member (4 Year Assignment)

Council Member Jackson

Roy City Assignments

Beautification Committee, Roy Days Committee, and Fire Department Liaison

Council Member Wilson

Roy City Assignments

Arts Council Member, Financial Audit Committee Member, and Police
Department Liaison

REQUEST FOR COUNCIL ACTION



DATE: January 16, 2021
TO: Mayor and City Council
FROM: Camille Cook
RE: Updated Adjustments to the FY2021 Budget

Ordinance ☐ **Resolution** ☒ **Motion** ☐ **Information** ☐

Executive Summary

The following items have been requested for adjustment due to changes in expenditures in the FY2021 budget.

General Fund –

The changes proposed to the General Fund are adjustments between various departments. These transfers will not increase the overall budgeted amount. No revenues adjustments are being proposed at this time.

Expenditures:

- Increase the Legislative Employee Programs budget by \$210,842 to distribute as pandemic hazard pay to public safety employees as determined eligible by Administration.
- Increase Benefits budgets in the Police and Fire Department totaling \$72,838 to cover benefits associated with the pandemic hazard pay.
- Increase the Police Department Wages and Benefits budget by \$35,000 to fill the sworn police officer position that was left unfilled after a retirement during the initial adopted budget. This will return the Police Department to full staffing levels.
- Decrease the Police Department Wages and Benefits budget by \$183,431 for pandemic hazard pay and to cover the costs associated with filling the sworn officer position that is currently unfilled.
- Decrease the Fire Department Wages and Benefits budget by \$135,249 for pandemic hazard pay.
- Transfer funding between the various CARES Act line items within the CARES Act Department to adjust for actual costs and availability of supplies.

Information Technology Internal Service Fund –

Revenue:

- Increase the budgeted use of fund balance reserves by \$9,000 for the purchase of a new vehicle.

Expenditures:

- Increase the Depreciation budget by \$9,000. This will cover the annual depreciation for the purchase of a new vehicle at a total cost of \$45,000 to replace the IT Supervisor's vehicle. This vehicle will now be on a rotation schedule for replacement.

Pandemic Hazard Pay

Pandemic Hazard Pay as proposed will be applied by Administration as follows:

1. Pandemic Hazard Pay eligibility dates are from March 15, 2020 through December 31, 2020. The Pandemic Hazard Pay is specific to the COVID-19 pandemic and no other hazardous circumstances or events.
2. Base Pandemic Hazard Pay amounts will be set at \$3,000 for full-time sworn public safety employees.
3. Factors will be taken into consideration and applied based on the hire date during the eligibility time frame and part-time hours worked.
4. Eligible employees must reach a minimum threshold of \$100 to receive Pandemic Hazard Pay compensation.
5. The Public Safety Chiefs will not receive Pandemic Hazard Pay, with the exception of the Fire Chief due to the nature of that position and the risks associated in regards to the COVID-19 pandemic.
6. Pending Council approval of funding, Pandemic Hazard Pay will be effective for employees currently employed on January 19, 2021.
7. Pending Council approval of funding, Pandemic Hazard Pay will be paid on the first pay date of February, February 5, 2021.

CARES Act Final Accounting

The final CARES Act expenditures were as follows:

- CARES Act Public Safety Wages & Benefits: \$891,806.22
- CARES Act Legislative: \$93,660.10
- CARES Act Police: \$116,630.03
- CARES Act Fire: \$290,220.51
- CARES Act Public Works: \$7,154.75
- CARES Act Parks & Recreation: \$281,324.45
- CARES Act Non-Departmental: \$615,361.74
- CARES Act Intergovernmental Transfer to Weber County: \$1,038,463.20
- Total CARES Act Expenditures: \$3,334,621.00

The final CARES Act expenditures varied slightly from the original proposed spending plan based on actual costs to procure the needed supplies and availability. The budgets will be adjusted within the CARES Act department to reflect the changes to the proposed amounts.

Recommendation

We recommend that the City Council approve the adjustments as shown above. Resolution No. 21-1 has been prepared for your consideration.

Fiscal Impact

The impact to the General Fund, overall, is a net change of \$0 to budgeted amounts. Amounts proposed will be transferred between departments within the General Fund and will not result in an increase to previously budgeted amounts.

For the Information Technology Internal Service Fund, expenses increase by \$9,000. A draw from fund balance is necessary to cover these expenditures.

RESOLUTION NO. 21-1
A Resolution of the Roy City Council
Approving Adjustments to the Fiscal Year 2021 Budget

Whereas, the City Council has received information regarding recommended modifications and adjustments to the budget, and

Whereas, the budgets for the General and Information Technology funds require adjustment due to transfers between departments and increased expenditures; and

Whereas, the Roy City Council desires to fund pandemic hazard pay for public safety; and

Whereas, filling the previously budgeted unfilled sworn police officer position is approved to return the Police Department to full staffing levels; and

Whereas, any previously approved CARES Act funding will be adjusted within the department to match actual expenditures; and

Whereas, the City Council finds it is in the best interest of the citizens of Roy to make the adjustments,

Now, therefore, be it resolved by the Roy City Council that the City budget be adjusted as follows:

Fund	Previously Approved Budget	Increase (Decrease)	Adjusted Budget
General Fund	\$19,572,426	\$ 0	\$19,572,426
Class C Road Fund	1,529,000	0	1,529,000
Transportation Infrastructure Fund	400,000	0	400,000
Capital Projects Fund	632,255	0	632,255
Water & Sewer Utility	10,130,078	0	10,130,078
Storm Water Utility	1,025,321	0	1,025,321
Solid Waste Utility	2,332,764	0	2,332,764
Storm Water Development	146,000	0	146,000
Park Development Fund	449,776	0	449,776
Cemetery Perpetual Fund	0	0	0
Total	<u>\$36,217,620</u>	<u>\$ 0</u>	<u>\$36,217,620</u>
Internal Service Funds:			
Information Technology	\$645,086	\$ 9,000	654,086
Risk Management	253,752	0	253,752
Total	<u>\$898,838</u>	<u>\$ 9,000</u>	<u>\$908,838</u>

Passed this 19th day of January, 2021.

Robert Dandoy, Mayor

Attested and Recorded:

Morgan Langholf, City Recorder

City Council Members Voting “Aye”

City Council Members Voting “Nay”

RESOLUTION NO. 21-2

**A RESOLUTION DESIGNATING INDIVIDUALS TO ACT ON BEHALF OF ROY CITY
IN TRANSACTIONS CONCERNING THE PUBLIC TREASURERS
INVESTMENT FUND**

Whereas, Roy City maintains fund balance reserves in the Utah Public Treasurers Investment Fund, and

Whereas, The Utah Office of the State Treasurer administers the fund and in an effort to increase efficiency is requiring Roy City to adopt the attached Public Entity Resolution; and

Whereas, the attached Public Entity Resolution authorizes designated individuals to act on behalf of Roy City in transactions concerning the Public Treasurers Investment Fund; and

Whereas, the Roy City Council has determined that it is in the best interest of Roy City to adopt the attached Public Entity Resolution; and

Now, therefore, be it resolved that the attached Resolution is hereby adopted this 19th day of January, 2021.

Robert Dandoy, Mayor

Attested and Recorded:

Morgan Langholf, City Recorder

Voting:

Councilmember Burrell	_____
Councilmember Saxton	_____
Councilmember Wilson	_____
Councilmember Jackson	_____
Councilmember Paul	_____



Office of the
State Treasurer

Public Entity Resolution

1. Certification of Authorized Individuals

I, Robert Dandoy (Name) hereby certify that the following are authorized:
to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes
to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any
necessary forms in connection with such changes on behalf of Roy City Corporation
(Name of Legal Entity). Please list at least two individuals.

Name	Title	Email	Signature(s)
Nicole L. Higgs	City Treasurer	nhiggs@royutah.org	
Camille Cook	Management Services Director	ccook@royutah.org	
Brady Hammer	Accounting Manager	bhammer@royutah.org	

The authority of the named individuals to act on behalf of Roy City Corporation
(Name of Legal Entity) shall remain in full force and effect until written revocation from
Roy City Corporation (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Mayor (Title) of the above named entity, do hereby certify
that the forgoing is a true copy of a resolution adopted by the governing body for banking and
investments of said entity on the 19th day of January, 2021, at which a quorum
was present and voted; that said resolution is now in full force and effect; and that the signatures as
shown above are genuine.

Signature	Date	Printed Name	Title
		Robert Dandoy	Mayor

STATE OF UTAH)
COUNTY OF _____) §

Subscribed and sworn to me on this _____ day of _____, 20____, by

(Name), as _____ (Title) of

(Name of Entity), proved to me on the basis of
satisfactory evidence to be the person(s) who appeared before me.

(seal) Signature _____

RESOLUTION NO. 21-3
A RESOLUTION OF THE ROY CITY COUNCIL ADDING ONE CUSTOMER SERVICE CLERK I POSITION IN THE MANAGEMENT SERVICES DEPARTMENT.

WHEREAS, Roy City maintains job descriptions on all employee positions; and

WHEREAS, each job description identifies the supervision received, supervision exercised, essential functions, and minimum qualifications for the position; and

WHEREAS, the City uses job descriptions to determine the appropriate pay ranges for position; and

WHEREAS, the City uses the job description to advertise for and hire qualified individuals to fill open positions; and

WHEREAS, the Roy City Management Services Department desires to reorganize the organizational structure of the department by adding one Customer Service Clerk I position.

NOW THEREFORE, be it resolved by the Roy City Council that the organizational structure of the Management Services Department by adding one Customer Service Clerk I position.

Approved and adopted this 19th day of January, 2021

Robert Dandoy, Mayor

Morgan Langholf, Recorder

Councilwoman Burrell _____

Councilman Saxton _____

Councilman Paul _____

Councilman Jackson _____

Councilwoman Wilson _____

RESOLUTION NO. 21-4
A RESOLUTION OF THE ROY CITY COUNCIL CHANGING ONE CUSTOMER
SERVICE CLERK/BILLING ASSISTANT POSITION INTO ONE BILLING
ASSISTANT/PURCHASING CLERK POSITION IN THE MANAGEMENT SERVICES
DEPARTMENT.

WHEREAS, Roy City maintains job descriptions on all employee positions; and

WHEREAS, each job description identifies the supervision received, supervision exercised, essential functions, and minimum qualifications for the position; and

WHEREAS, the City uses job descriptions to determine the appropriate pay ranges for position; and

WHEREAS, the City uses the job description to advertise for and hire qualified individuals to fill open positions; and

WHEREAS, the Roy City Management Services Department desires to reorganize the organizational structure of the department by changing one Customer Service Clerk/Billing Assistant position to a Billing Assistant/Purchasing Clerk position.

NOW THEREFORE, be it resolved by the Roy City Council that the organizational structure of the Management Services Department by changing one Customer Service Clerk/Billing Assistant position to a Billing Assistant/Purchasing Clerk position.

Approved and adopted this 19th day of January, 2021

Robert Dandoy, Mayor

Morgan Langholf, Recorder

Councilwoman Burrell _____

Councilman Saxton _____

Councilman Paul _____

Councilman Jackson _____

Councilwoman Wilson _____

RESOLUTION 21-5
A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN ROY CITY CORPORATION AND
WEBER COUNTY FOR PARAMEDIC SERVICES

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

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

WHEREAS, Roy City is currently providing paramedic services to portions of the County through the City's Fire and Rescue Department; and

WHEREAS, Roy City wishes to continue to cooperate to provide paramedic services to its community and certain areas of Weber County; and

WHEREAS, this agreement does not create an interlocal entity; and

WHEREAS, the Roy City Council has fully reviewed the Interlocal Cooperation Agreement between and agrees to all the terms and conditions contained therein; and

NOW THEREFORE, the Roy City Council hereby approves the Interlocal Cooperation 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 _____, 2021.

Robert Dandoy
Mayor

Attest:

City Recorder

Voting:

Councilmember Jan Burrell	_____
Councilmember Ann Jackson	_____
Councilmember Bryon Saxton	_____
Councilmember Joe Paul	_____
Councilmember Diane Wilson	_____

INTERLOCAL COOPERATION AGREEMENT FOR PARAMEDIC SERVICES BETWEEN WEBER COUNTY AND ROY CITY

This Agreement is made and entered into pursuant to the provisions of the Interlocal Cooperation Act (U.C.A. 11-13-101 et. seq., as amended), by and between Weber County, a public corporation of the State of Utah, hereinafter referred to as the "County," and Roy City, a municipal corporation of the State of Utah, hereinafter referred to as the "City," with County and City hereinafter referred to jointly as the "Parties" or individually as "Party."

WITNESSETH

WHEREAS, the City is currently providing paramedic services to portions of the County through the City's Fire and Rescue Department; and

WHEREAS, the Parties hereto are desirous of continuing to cooperate to provide paramedic services in certain areas of the County;

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

SECTION ONE PURPOSE OF AGREEMENT

The purpose of this Agreement is to furnish and provide paramedic rescue services by the City for certain areas of the County, to provide for the use of certain County equipment by the City, and to provide payment from the County to the City for this service.

SECTION TWO TERM OF AGREEMENT

This Agreement is effective 12:01 a.m. on January 1, 2021, and will continue through 12:01 a.m., on December 31, 2025; provided, either party may terminate the Agreement by giving one (1) year prior written notice to the other party.

SECTION THREE OBLIGATIONS OF THE CITY

The City agrees as follows:

1. To furnish and provide paramedic services to the southwest portion of the County at a level commensurate to paramedic services provided in other areas of the County.
2. To provide back-up paramedic rescue services to the remainder of the County.
3. To maintain and operate one (1) paramedic rescue unit and one (1) reserve (back-up) paramedic rescue unit.

4. To employ a minimum of eight (8) paramedics to provide proper coverage of paramedic rescue units as set forth in the Utah Mobile Paramedics Rules of the Utah Emergency Medical Services System Act (U.C.A. 26-8a-101). The paramedics' salary and benefits shall correspond with the salary and benefits schedule as determined by the City from time to time.
5. To locate the paramedic rescue unit in the City's Fire and Rescue Station located at 5051 South 1900 West in Roy.
6. To keep in good repair all necessary equipment mandated by the Utah Mobile Paramedic Rules of the Utah Emergency Medical Services Systems Act (U.C.A. 26-8a-101) and return any equipment purchased by county funds to the County at the expiration of its useful life or the expiration of this Agreement, whichever occurs first.
7. To make good faith efforts to levy and collect a paramedic aboard fee when paramedics accompany a patient aboard the ambulance. The City shall retain these funds to be used to help offset the City's costs of operating the paramedic program and shall provide a biannual report to the Administrator on the amount of funds collected.
8. To provide the County with a current inventory of equipment purchased by the City to operate the paramedic rescue units.
9. To coordinate delivery of county-wide paramedic services with the Ogden City Fire, the Weber Fire Services Protection Area #4, and any other fire and rescue agency in the County which may interface with the paramedic program.
10. To receive paramedic dispatch for the City paramedic rescue units through Weber Area Dispatch 911 and Emergency Services District.
11. To develop a paramedic rotational plan, which ensures well trained and skilled paramedics are assigned to the paramedic rescue unit in Roy.
12. To designate a command staff member to serve on the Advisory Committee.

SECTION FOUR OBLIGATIONS OF THE COUNTY

The County agrees as follows:

1. Beginning January 1, 2021, on an annual basis the County shall pay City \$410,000 for the operation of one (1) paramedic unit. The annual contract amount shall be paid in twelve equal installments, due on the first of each month.
2. For each succeeding year under this Agreement, the parties may renegotiate the annual compensation, provided a written request for renegotiation is made on or before September

1st of the preceding year. If the request has been made for renegotiation of the yearly compensation by either party, all such negotiations for compensation shall be complete on or before November 15th of the year in which the request is made. If an agreement cannot be reached, this Agreement shall continue at the amount then in effect but shall terminate on December 31st of that year.

3. The County shall provide major durable equipment utilized by the paramedics including vehicles. The County and City will establish an equipment vehicle replacement schedule.
4. Title to vehicles and equipment purchased by County shall pass to the City upon delivery to City. City shall provide insurance or self-insure against loss or damage for the fair market value of all equipment and vehicles, the projected cost of which is included in the annual compensation.
5. City shall return all vehicles and equipment to County at the end of their useful life or at the expiration of this Agreement, whichever occurs first. If a vehicle or equipment is damaged while owned by the City in accordance with this Agreement, City shall repair the equipment or vehicle or pay to County the fair market value of the equipment or vehicle prior to the damage, which payment will be used toward replacement.

SECTION FIVE HOLD HARMLESS

The City agrees to indemnify the County from any and all injury, damage, loss, or liability in any form resulting from the errors, acts, omissions, negligence or other fault of the City, paramedics, their drivers, assistants, aides or any other paramedic personnel when treating, assisting in treatment or transporting any individual covered within this Agreement.

SECTION SIX GOVERNING BOARD

The Board of Weber County Commissioners shall be the administrator of this agreement pursuant to Utah Code § 11-13-207(1)(a) (“Administrator”). The Administrator shall meet at least biannually with the Advisory Committee to discuss any changes that need to be made to provide better services within the county and to ensure that both Parties are in compliance with the terms and intent of this Agreement.

SECTION SEVEN ADVISORY BOARD

The command staff member designated under Section Three, paragraph 12, shall meet with command staff members from the Weber Fire District and Ogden City Fire Department and the Physician Advisor and together they shall form an advisory committee (“Advisory Committee”). The Advisory Committee shall meet at least quarterly to identify training needs and opportunities,

equipment needs, grant opportunities, and ways to more efficiently and effectively provide paramedic services throughout Weber County.

SECTION EIGHT MISCELLANEOUS

1. Amendment. This Interlocal Agreement may be modified or amended only by written agreement of the Parties and upon meeting all applicable requirements of the Interlocal Cooperation Act.
2. Assignment. City shall not assign its benefits and/or obligations, under this Agreement, to any other person or legal entity, without the prior written consent of County.
3. Drug Free Workplace. City will maintain a drug free workplace in accordance with Federal regulations.
4. Effective date of Agreement/Passage of Resolution. This Interlocal Agreement shall become effective upon proper execution by each Party in accordance with the Interlocal Agreement Act.
5. Employment Status. City acknowledges and agrees that County will not supply any staff to assist in providing the services provided pursuant to this Agreement and City shall be solely responsible to meet the staffing needs.
6. Entire Agreement. This Agreement shall constitute the entire Agreement between City and County and any prior agreement, understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
7. Filing of Agreement. An executed counterpart of this agreement shall be filed with the keeper of the records of each of the Parties.
8. Governing Law. 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.
9. No Separate Entity. This Agreement shall not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this Agreement.
10. No Third Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a Party specifically herein, or which does not later become a signatory hereto as provided herein.

11. Privileges and Immunity. All privileges and immunities which surround the activities of governmental entities, officers and employees shall continue in full force and effect.
12. Review by Authorized Attorney. In accordance with the provisions of Section 11-13-202.5(3), Utah Code, 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.

WEBER COUNTY, a public corporation of the State of Utah

By _____
Gage Froerer, Chair

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

ROY CITY, A municipal corporation

By _____
Robert Dandoy, Mayor

ATTEST:

APPROVED AS TO FORM:

Attorney for Roy City

Deputy Weber County Attorney

RESOLUTION 21-6
A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN ROY CITY CORPORATION AND
WEBER COUNTY FOR URBAN SEARCH AND RESCUE TEAM

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

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

WHEREAS, Roy City recognizes in order to provide specialized Urban Search and Rescue ("USAR") services to include but not be limited to, confined space, high angle/advanced rope, trench and excavation, swift and ice water, wilderness, structural collapse, complex vehicle and machinery extrication, to its residents and the residents of Weber County it is essential to continue to develop the capability, expertise and resources to handle situations where such rescues could occur; and

WHEREAS, Roy City recognizes the importance and need to work in conjunction with other entities in order to respond to situations where there is a unique and/or complex rescue situation within Weber County and work together in the operation of the Weber County Urban Search and Rescue Team ("USAR"); and

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

WHEREAS, this agreement does not create an interlocal entity; and

WHEREAS, the Roy City Council has fully reviewed the Interlocal Cooperation Agreement and agrees to all the terms and conditions contained therein; and

NOW THEREFORE, the Roy City Council hereby approves the Interlocal Cooperation 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 _____, 2021.

Robert Dandoy
Mayor

Attest:

City Recorder

Voting:

Councilmember Jan Burrell

Councilmember Ann Jackson

Councilmember Bryon Saxton

Councilmember Joe Paul

Councilmember Diane Wilson



MEMORANDUM

TO: Mayor Caldwell
Mark Johnson, CAO

FROM: Mike Mathieu, Fire Chief

DATE: December 14, 2020

RE: Urban Search & Rescue Agreement

Introduction

Over the last year the fire chiefs within Weber County have worked on the development of formalizing a singular Urban Search and Rescue Team throughout Weber County. To fortify the agreement, funding not dependent upon inconsistent federal grants was necessary. Working with the Weber County Commission we have agreed upon using the County Paramedic Funding mechanism to provide annual reoccurring funding for this program.

Overview

The overview of the Agreement is as follows:

- Six Fire Departments [Ogden City (9), Roy City (3), South Ogden City (3), Riverdale City (9), Weber Fire District (9) and Northview Fire District (3)] will make up the team of 36 members.
- They will train and certify all members in advanced technical rescue skills.
- The 3 departments with 9 members will also support the team by each having a response area they serve with these services throughout the County.
- The 3 departments with 3 members will augment team activities within their jurisdictions with technical rescue capabilities.
- Payment to the six providers will include amounts for vehicles provision/support, training, personnel stipends, vehicle maintenance, and equipment.
- Total cost for this technical rescue team is set at \$285,300 annually for the next five years.
- County Commissioners will serve as the Governing Board while administrative staff of each fire department will serve as an Advisory Committee.

Collectively the six involved Fire Chiefs and their departments have asked for a five-year agreement to mold and develop the delivery of one team through this coordinated effort and I believe it is the best

method to deliver a rarely used but highly technical emergency skill that none of us can become as proficient as we would on our own.

Conclusion

I recommend the approval of this agreement to provide technical rescue services to Ogden City and surrounding areas with a solid funding source in place.

INTERLOCAL COOPERATION AGREEMENT FOR URBAN SEARCH AND RESCUE TEAM BETWEEN WEBER COUNTY AND FIRE SERVICE PROVIDERS

This Agreement is made and entered into pursuant to the provisions of the Interlocal Cooperation Act (U.C.A. 11-13-101 et. Seq., as amended), by and between Weber County, a public corporation of the State of Utah, hereinafter referred to as the “County”, and Ogden City Corporation, Riverdale City Corporation, municipal corporations for the State of Utah, Weber Fire District, a political subdivision of the State of Utah, hereinafter referred to as “Contractors”, and North View Fire district, a political subdivision of the State of Utah, Roy City Corporation, South Ogden City Corporation, municipal corporations of the State of Utah, hereinafter referred to as “Sub-Contractors”, with County, Contractors, and Sub-contractors hereinafter referred to jointly as “Parties” or individually as “Party.”

WITNESSETH

WHEREAS, in order to provide specialized Urban Search and Rescue (“USAR”) services to include but not be limited to, confined space, high angle/advanced rope, trench and excavation, swift and ice water, wilderness, structural collapse, complex vehicle and machinery extrication, to the residents of Weber County, it is essential to continue to develop the capability, expertise, and resources to handle situations where such rescues could occur; and

WHEREAS, the Parties hereto are desirous to work in conjunction to respond to situations where there is a unique and/or complex rescue situation within Weber County and work together in the operation of the Weber County Urban Search and Rescue Team (“USAR Team”).

WHEREAS, this Agreement is intended to “enhance” but not replace any existing search and rescue efforts by any other entity.

NOW, THEREFORE, upon mutual promises and other good and satisfactory consideration, the Parties agree as follows;

SECTION ONE PURPOSE OF AGREEMENT

The purpose of this Agreement is to furnish and provide USAR services by the Contractors and Sub-Contractors throughout Weber County in a coordinated and efficient fashion, to provide for the use of certain County issued equipment by the Contractors, to provide payment for specialized technical rescue training and certifications, and to provide stipends for Contractors and Sub-Contractors.

This Agreement will define the obligations and responsibilities of the Parties hereto with respect to the provision of USAR services in Weber County.

SECTION TWO TERM OF AGREEMENT

This Agreement is effective 12:01 a.m. on January 1, 2021, and will continue through 12:01 a.m., on December 31, 2025; provided, any Party may terminate the Agreement by giving (1) year prior written notice to the other Parties.

SECTION THREE OBLIGATIONS OF CONTRACTORS

The Contractors agree as follows:

1. To furnish and provide USAR services within the jurisdictional boundaries of the County through a coordinated and efficient method of deploying those resources necessary to affect a positive outcome for the protection of life and property. The Contractors will determine from time to time proper service areas as determined by closest unit response without respect to individual contractors' jurisdictional boundary so that USAR personnel can arrive at the location needed as soon as possible during an emergency response.
2. Each Contractor will maintain a USAR Team of a minimum of nine trained and certified technical rescue personnel of their respective existing firefighter personnel to perform the USAR services when needed.
3. County shall provide equipment and vehicles to Contractors for the purpose of providing USAR services. Contractors agree to return said equipment and vehicles at the expiration of their useful life or upon expiration or termination of this Agreement, whichever occurs first. Contractors agree that they shall maintain the safe keep and keep in good repair all County issued equipment and vehicles.
4. Contractors shall provide the County with a current inventory of equipment that is designated to provide USAR services under this agreement whether said equipment was provided by Contractor, County, or other sources.
5. Each Contractor will operate their portion of the County USAR Team from the following respective locations: Ogden City (Fire Station #2, 1185 East 21st Street), Riverdale City (Fire Station #41, 4334 Parker Drive), and Weber Fire District (Fire Station #66, 3641 West 2200 South).
6. Each Contractor agrees to coordinate with the other Contractors and Sub-Contractors on the provision of service, joint training, and maintain a working relationship so that the USAR Team operates seamlessly as one team amongst the six participating fire departments.
7. Contractors agree to receive all USAR dispatch requests through the Weber Area Dispatch 911 and Emergency Services District ("911 District") and to participate on the 911 District's Operations Advisory Committee to coordinate dispatch protocols for technical rescue incidents. Contractors will maintain emergency radio communication with the 911

District and any other search and rescue field personnel within Weber County.

8. Contractor(s) will make available one each USAR company comprised of Contractor's personnel who are trained or being trained as USAR Team members with the minimum number of personnel (Ogden City three, Riverdale City three, and Weber Fire District two) on duty 24 hours a day, 7 days a week, and 365 days a year. These personnel will respond on USAR incidents as identified by the 911 District's dispatch protocol.
9. Training and Certifications. Each Contractor will assign personnel who are certified, or who are working to become certified, in the following technical rescue disciplines to achieve Technician level according to National Fire Protection Association (NFPA) standards 1006 and 1670: an eighty (80) hour rope rescue class, a forty (40) hour confined space class, a forty (40) hour trench rescue class, a forty (40) swift water/ice rescue class, and a one hundred-twenty (120) hour structural collapse class. It is understood that at any given time personnel are at various stages of completing all these training and certification courses. Each Contractor shall maintain records of their personnel's certifications.
10. Each Contractor shall identify and assign one command staff member ("Contractor Commander") who will be responsible for their respective department's monitoring of their USAR personnel to ensure compliance with this agreement, and to ensure their personnel maintain an appropriate level of USAR competence based on required training, that training requirements are met, and that personnel provide services in a manner that is professional and courteous. The Contractor Commander will attend and actively participate in USAR Team coordination meetings, assist with budget management related to this agreement, and identify areas for improvement or gaps in USAR Team capability. The Contractor Commander will coordinate with County administrative staff to manage Agreement compliance.

SECTION FOUR OBLIGATIONS OF SUB-CONTRACTORS

The Sub-Contractors agree as follows;

1. The following fire departments agree to provide trained and certified USAR personnel to augment the County's USAR Team efforts in USAR rescue incidents in cooperation with Contractor(s) entity response understanding the need for additional specialized trained personnel to effect rescue. Each Sub-Contractor shall have a minimum of three (3) trained personnel.
2. Each Sub-Contractor will operate their portion of the County USAR Team personnel from the following respective locations: Roy City Fire stations #31 and #32 (5051 South 1900 West and 3271 West 5200 South), North View Fire District stations #21 and #22 (315 East 2550 North and 370 West 4300 North), and South Ogden Fire stations #81 and #82 (3950 South Adams Ave. and 5635 Wasatch Drive).
3. Each Sub-Contractor agrees to coordinate with the other Contractors and Sub-Contractors

on the provision of service, joint training, and maintain a working relationship so that the USAR Team operates seamlessly as one team amongst the six participating fire departments.

4. Sub-Contractors agree to receive all USAR dispatch requests through the 911 District and to participate on the 911 District's Operations Advisory Committee to coordinate dispatch protocols for USAR incidents. Sub-Contractors will maintain emergency radio communication with the 911 District and any other search and rescue field personnel within Weber County.
5. Training and Certifications. Each Sub-Contractor will assign personnel who are certified or working to become certified in the following USAR disciplines to achieve Technician level according to National Fire Protection Association (NFPA) standards 1006 and 1670: an eighty (80) hour rope rescue class, a forty (40) hour confined space class, a forty (40) hour trench rescue class, a forty (40) swift water/ice rescue class, and a one hundred-twenty (120) hour structural collapse class. It is understood that at any given time personnel are at various stages of completing all these training and certification courses. Each Sub-Contractor shall maintain records of their personnel's certifications.
6. Each Sub-Contractors shall identify and assign one command staff member ("Sub-Contractor Commander") who will be responsible for their respective department's monitoring of their USAR personnel to ensure compliance with this agreement, and to ensure their personnel maintain an appropriate level of USAR competence based on required training, that training requirements are met, and that personnel provide services in a manner that is professional and courteous. The Sub-Contractor Commander will attend and actively participate in USAR Team coordination meetings, assist with budget management related to this agreement, and identify areas for improvement or gaps in team capability. The Sub-Contractor Commander will coordinate with County administrative staff to manage Agreement compliance.

SECTION FIVE OBLIGATIONS OF THE COUNTY

The County agrees as follows;

1. USAR services have been primarily funded by Federal grant money. It is estimated that the Parties will need \$285,300 each year to provide USAR services. If the Parties do not receive sufficient grant funds to provide USAR services in a given year, the County shall supplement grant funding as outlined below:
 - a. To provide \$100,000 annually for the purchase of USAR vehicles or portions of vehicles to provide for the response of USAR personnel to respond to USAR incidents. The vehicle specifications will be mission capable and designed around the needs of the USAR Team to deliver personnel and technical rescue equipment to rescue incidents. The budgeted funds will be managed annually by the County administrator with input from Contractors to purchase vehicles and to develop a

replacement schedule based on useful and functional life. County shall transfer the title of vehicles into the Contractor's name in order to allow Contractor's to provide insurance or self-insure against loss or damage for the fair market value of any vehicles purchased with County funds. Contractors will return all County purchased vehicles at the end of their useful life or at the expiration of this Agreement, whichever occurs first. The County shall be responsible for the disposal of the vehicles and other property that is returned to it.

- b. Provide up to \$58,500 annually for the allowance of USAR personnel from the Contractors and Sub-Contractors thirty-six (36) team members to attend USAR specialized training to maintain certifications and stay competent in their knowledge, skills, and abilities of USAR services. These funds will reimburse either additional scheduled hours for those attending training or for their replacement personnel while those already on-duty are released from duty to attend USAR training.
- c. Provide \$64,800 to Contractors and Sub-Contractors for stipends or differentials that they pay to their personnel for becoming USAR Technicians and providing this additional service. This amount represents a \$150 per month differential for each of the thirty-six (36) team members for Contractors and Sub-Contractors.
- d. Provide \$21,000 (\$7000 to each Contractor)) for the maintenance and operation of the three USAR vehicles used to provide Urban Search and Rescue services throughout the County.
- e. Provide \$41,000 for a major durable equipment budget to be utilized by the Contractors for the purchase and replacement of USAR equipment. Each year the Contractor's command staff member and the County administrator will determine the durable equipment expenditures and location assignment. Contractors shall return all durable equipment to the County at the end of their useful life or at the expiration of this Agreement, whichever occurs first.

SECTION SIX GOVERNING COMMITTEE

The Board of Weber County Commissioners shall be the administrator of this agreement pursuant to Utah Code § 11-13-207(1)(a) ("Administrator"). The Administrator shall meet at least biannually and shall oversee the budget, ensure that the County is expending the budget as required by this agreement, ensure that all the Parties to the agreement are following the agreement, review the inventory of USAR equipment annually, and decide, with input from the Advisory Committee, what additional equipment needs to be purchased.

SECTION SEVEN ADVISORY BOARD

The Contractor Commanders and Sub-Contractor Commanders shall form an advisory

committee (“Advisory Committee”) that shall meet at least quarterly to identify training needs and opportunities, equipment needs, grant opportunities, and ways to more efficiently and effectively provide USAR services throughout Weber County. The Advisory Committee shall also decide service area boundaries and maintain the list of USAR equipment.

SECTION EIGHT GRANT FUNDS

1. The State Division of Emergency Services and Homeland Security has defined regions within the state for developing emergency response plans. The Northern Region consists of Davis, Weber, Box Elder, Cache, Morgan, and Rich counties. The coalition within this region is made up of emergency response agencies and disciplines. A Technical Rescue Response Plan was developed by the coalition in 2015. The response plan outlines how organizations will plan, coordinate, and collectively provide service amongst the multiple providers of service in various disciplines. There is a specific response plan for technical rescue services.
2. In 2004 an Interlocal Cooperation Agreement was developed and signed whereby participants within the northern region agreed to mutually cooperate and aid when providers were able. The agreement to commit resources to a requesting party is at the sole discretion of the providing party to determine the availability of requested resources.
3. As members of the coalition a variable amount of annual grants funds may become available to assist with the cost of regional technical rescue services. The State Homeland Security Program (SHSP) supports programs and strategies that address hazard and risk threats. Programs that need planning, organizing, equipment, training to prevent, protect against, mitigate, respond to, and recover from acts of terrorism, and other catastrophic events are eligible for potential grant funds.
4. It is acknowledged that all parties to this agreement will work together to seek grants for the provision of USAR services that occur under this agreement. Grant funds received for any USAR purpose will be deposited into the fund that supports this Agreement. If the terms of the grant do not allow the grant funds to be deposited into the fund that supports this agreement, the Parties will work together to find other ways that the funds can be used to support the purposes of this Agreement. The grant funds received are intended to be treated as revenue for this agreement.

SECTION NINE HOLD HARMLESS

The Contractors and Sub-Contractors agree to indemnify the County from any and all injury, damage, loss, or liability, in any form, resulting from the errors, acts, omissions, negligence or other fault of the Contractors, Sub-Contractors, rescue technicians, drivers, assistants, aides or any other personnel involved in performing USAR skills in training or in rescue operations, or when assisting any individual being provided services that are covered by this Agreement.

Notwithstanding the foregoing, County and City are governmental entities under the Governmental Immunity Act of Utah (Utah Code § 63G-7-101, *et seq.*) (“Governmental Immunity Act”). Neither County nor City waives any defenses or limitations of liability otherwise available under the Governmental Immunity Act, and they all maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act.

SECTION TEN PROVISION OF SERVICES

In the event the Parties decide to provide services outside of Weber County, the Parties will negotiate an agreement with the entity where services will be provided and negotiate compensation for those services.

SECTION ELEVEN MISCELLANEOUS

1. Amendment. This Interlocal Agreement may be modified or amended only by written agreement of the Parties and upon meeting all applicable requirements of the Interlocal Cooperation Act.
2. Assignment. Contractors and Sub-Contractors shall not assign its benefits and/or obligations, under this Agreement, to any other person or legal entity, without the prior written consent of County.
3. Drug Free Workplace. Contractors and Sub-Contractors will maintain a drug free workplace in accordance with Federal regulations.
4. Effective date of Agreement/Passage of Resolution. This Interlocal Agreement shall become effective upon proper execution by each Party in accordance with the Interlocal Agreement Act.
5. Employment Status. Contractors and Sub-Contractors acknowledges and agrees that County will not supply any staff to assist in providing the services provided pursuant to this Agreement and Contractors and Sub-Contractors shall be solely responsible to meet the staffing needs.
6. Entire Agreement. This Agreement shall constitute the entire Agreement between Contractors and Sub-Contractors and County and any prior agreement, understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
7. Filing of Agreement. An executed counterpart of this agreement shall be filed with the keeper of the records of each of the Parties.
8. Governing Law. 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.

9. No Separate Entity. This Agreement shall not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this Agreement.
10. No Third-Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a Party specifically herein, or which does not later become a signatory hereto as provided herein.
11. Privileges and Immunity. All privileges and immunities which surround the activities of governmental entities, officers and employees shall continue in full force and effect.
12. Review by Authorized Attorney. In accordance with the provisions of Section 11-13-202.5(3), Utah Code, 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.

WEBER COUNTY, a public corporation of the
State of Utah

By _____
Gage Froerer, Chair

ATTEST:

CPA, Weber County Clerk/Auditor
APPROVED AS TO FORM:

Dated this ____ day of _____, 2020.

Attorney for Weber County

OGDEN CITY,
A Municipal Corporation

Michael P. Caldwell, Mayor

ATTEST:

City Recorder

Dated this ____ day of _____, 2020.

APPROVED AS TO FORM:

Attorney for Ogden City

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for Riverdale City

ATTEST:

District Clerk

APPROVED AS TO FORM:

Attorney for District

ATTEST:

District Clerk

APPROVED AS TO FORM:

RIVERDALE CITY,
A Municipal Corporation

Mayor

Dated this ____ day of _____, 2020.

WEBER FIRE DISTRICT

Chairman of Board

Dated this ____ day of _____, 2020.

NORTH VIEW FIRE DISTRICT

Chairman of Board

Dated this ____ day of _____, 2020.

Attorney for District

SOUTH OGDEN CITY,
A Municipal Corporation

Mayor

ATTEST:

City Recorder

Dated this ____ day of _____, 2020.

APPROVED AS TO FORM:

Attorney for South Ogden City

ROY CITY,
A Municipal Corporation

Mayor

ATTEST:

City Recorder

Dated this ____ day of _____, 2020

APPROVED AS TO FORM:

Attorney for Roy City



SYNOPSIS

Application Information

Applicant: Todd Grandstaff

Request: Consider a request for the following:

- Ord. No. 21-1; To amend the General Plan (Future Land Use Map) from Medium Density, Single-Family Residential to Commercial.
- Ord. No. 21-2; To amend the Zoning Map from R-1-8 (Single-Family Residential) to CC (Community Commercial)

Approximate Address: 4398 West 5500 South

Land Use Information

Current Zoning: R-1-8

Adjacent Zoning: North: RE-20; Residential Estates South: R-4; High Density [Hooper]
East: CC; Community Commercial West: R-4; High Density [Hooper]

Current General Plan: Mixed Use

Staff

Report By: Steve Parkinson

Staff Recommendation: Approval with conditions as outlined in this report

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 December 8, 2020.

Chair Sphar open the floor for comment

Jeremy McReynolds, 5494 So. 4425 We., Hooper, said that he owned the property directly behind the subject property. In previous meetings, Mayor Dandoy expressed that he was looking for large commercial developments that would help increase sales tax revenue, because Roy City was in danger of losing funding from UDOT to put in a light at 5600 South. Traffic on 5600 South was already a nightmare. He was concerned about Roy City moving forward with commercial developments before they had a solid plan in place. He also mentioned safety concerns for school children.

Sheldon Greener, 5638 So. 6800 We., Hooper, said that he was an insurance agent, and he confirmed that home values were impacted by commercial development. He suggested that the City make requirements of the developer that would protect existing property owners from the incoming commercial development. He gave the example of the area near Ace Hardware, where concrete walls were installed to mitigate the impact. Mr. Greener also commented on traffic and pedestrian safety. He asked if this area was considered a wetland.



Melissa Lusk, 1762 We. 4425 So. Roy, Mr. Lusk asked if Lot 3 was going to be landlocked when Lots 1 and 2 were developed. He was concerned that Lot 3 would go undeveloped and unkept, creating an eye sore for the community.

Kevin Jones, 5445 So. 4300 We., Roy, said that his biggest concern was increasing traffic congestion.

Joan Greenwood, 4450 We. 5500 So. Hooper, said that the subject used to belong to her father, and she had lived in Roy for 72 years. She and her father had experienced a lot of misfortunes with Roy City. She wasn't sure the oil company was aware that the property floods every spring, and there was unstable ground on the corner. The property also had running water through it. Ms. Greenwood made further comments, but they were unheard due to technical difficulties.

Jason Felt, 1728 We. 4500 So., Roy, as the project Engineer for the Client, he recalls that they contacted the Army Corp and the State Engineer's Office, regarding potential development and what would be needed to submit for approval. Whatever requirements these agencies required would be the same for either Residential or Commercial.

With no additional requests to comment, the Public Hearing was closed

The Commission voted 7-0; to forward to the City Council a recommendation to approve Ord. No 21-01 to amend the General Plan (Future Land Use Map) from Medium Density, Single-Family Residential to Commercial.

The Commission voted 7-0; to forward to the City Council a recommendation to approve Ord. No 21-02 to amend the Zoning Map from R-1-8 (Single-Family Residential) to CC (Community Commercial)

ANALYSIS

Background:

The applicant is the land owner, the property is located on the Northwest corner of 5500 South and 4300 West. The parcel is 1.48 acres (64,468.8 sq.-ft.).

A little history of the area, prior to 2016 this area on the Future Land Use map had a designation of Commercial (see Exhibit "C") for this parcel. In September 2016 the applicant requested to change the designation of the parcel from Commercial to Single-Family, Medium Density Residential and Zoning from RE-20 to R-1-8.

Currently the two (2) parcels to the east of this parcel are already zoned Commercial and have rights to develop as Commercial regardless of the outcome of this rezone request.

Since 2016 the applicant has received information from UDOT that they will not allow direct access to the parcel in question from 5500 South, as well as there has been more interest in the property to be developed as Commercial/Office space than single-family residential, along with the other two parcels already designated and zoned as Commercial, thus the request.

Howard Slough runs through the middle of the property, and any physical impact to the bed and/or banks of the slough within 30 feet will require approval from the State Engineer Office and/or the Army Corp of Engineers. This requirement doesn't depend on if the property is zoned Residential or Commercial, thus to develop this parcel approval from the two agencies will be required.

Amend Future Land Use Map:

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

Requested Land Use Designation: The applicant would like to change a portion of the Future Land Use Map from the current Medium Density, Single-family designation to a commercial 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 "B") –

- To the West, North & East, there are Single-Family residential dwellings.
- To the South it is vacant but is currently zoned R4, which is their most dense zone. Minimum lot sizes are 10,000 sq.-ft.
- 5500 South is a UDOT road and has a lot of traffic on it. 4300 West use to be only a local road, but two years ago Hooper and Clinton push the road through and now 4300 West goes from Antelope Drive in Syracuse to 4000 South in West Haven. The traffic on 4300 West will increase over time.
- Prior to September 13, 2016 the General Plan / Future Land Use Map showed this area to be commercial. The applicant is trying to revert the area that is now Medium Density Residential to Commercial.

General Plan Goals, Objectives and Policies –

- Within the "Conformance to the General Plan" section of this report it lists three (3) goals and policies that this type of development would satisfy.

Amend Zoning Map:

Current Zoning: Currently the property is split zoned R-1-8 Single-Family Residential and Community Commercial, the surrounding properties are zoned as follows: North - RE-20 (Residential Estates); South - R4 (High Density) [Hooper City]; East - R-1-7; Single-Family Residential; West - R4 (High Density) [Hooper City] (see exhibit "E").

Requested Zone Change: The applicant would like to have the property changed to R-1-8 (Single-Family Residential) to CC (Community Commercial) zoning.

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 three (3) goals and policies that this type of development would satisfy.

The character of the surrounding areas (see Exhibit “B”) –

- To the West, North & East, there are Single-Family residential dwellings.
- To the South it is vacant but is currently zoned R4, which is their most dense zone. Minimum lot sizes are 10,000 sq.-ft.
- 5500 South is a UDOT road and has a lot of traffic on it. 4300 West use to be only a local road, but two years ago Hooper and Clinton push the road through and now 4300 West goes from Antelope Drive in Syracuse to 4000 South in West Haven. The traffic on 4300 West will increase over time.
- Prior to September 13, 2016 the General Plan / Future Land Use Map showed this area to be commercial. The applicant is trying to revert the area that is now Medium Density Residential to Commercial.

Some additional questions that the 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 dwellings? Just as Commercial?
- What is going to be the Best for Roy City?

FINDINGS

1. It's the best and highest use of the land.
2. Provides and supports Roy City Economic Development.

ALTERNATIVE ACTIONS

The City Council can recommend Approval, Approval with conditions, Deny or Table.

ACTION

Staff recommends that the City Council approve the following with the conditions as discussed and as outlined within the staff report:

1. Ord. No. 21-1; to amend the General Plan (Future Land Use Map) from Medium Density, Single-Family Residential to Commercial.
2. Ord. No. 21-2; to amend the Zoning Map from R-1-8 (Single-Family Residential) to CC (Community Commercial)

EXHIBITS

- A. Applicant Narrative
- B. Aerial Map
- C. Future Land Use Map – pre 2016
- D. Future Land Use Map – Current
- E. Zoning Map
- F. Ord. No. 21-1
- G. Ord. No. 21-2

DRQ Solutions LLC

"Quality People Equal Quality Solutions"

518 Marshall Way Ste B
Layton, Utah 84041
Phone 801-726-1987

November 13, 2020

Roy City Planner
Planning Commission
Roy, Utah 84057

Re: Letter of Explanation

To Steve Parkinson:

In response for a written narrative,

1. Lot 3 is part of a 4-acre plot of land, the other lots are already zoned for Community Commercial, In trying to sale these lots, potential buyers would like all lots to be zoned commercial.
2. In changing the zoning from R1-8 to community commercial will allow a developer to provide the city with new businesses in this area.

If you are in need of further information, please let us know.

Sincerely,



Todd W. Grandstaff
President
DRQ Solutions LLC
801-726-1987
drqsolutions.todd@gmail.com

EXHIBIT "B" – AERIAL MAP

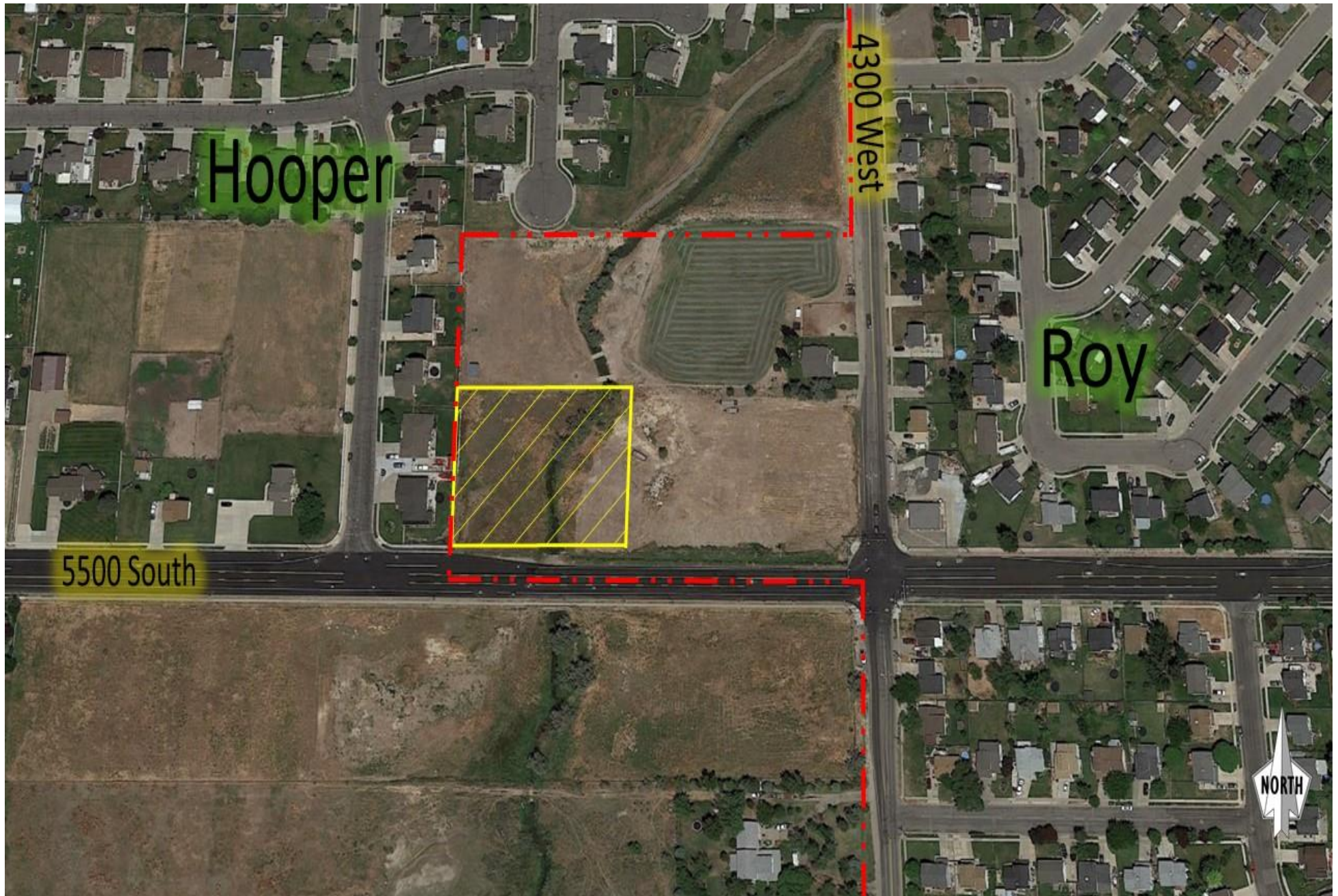
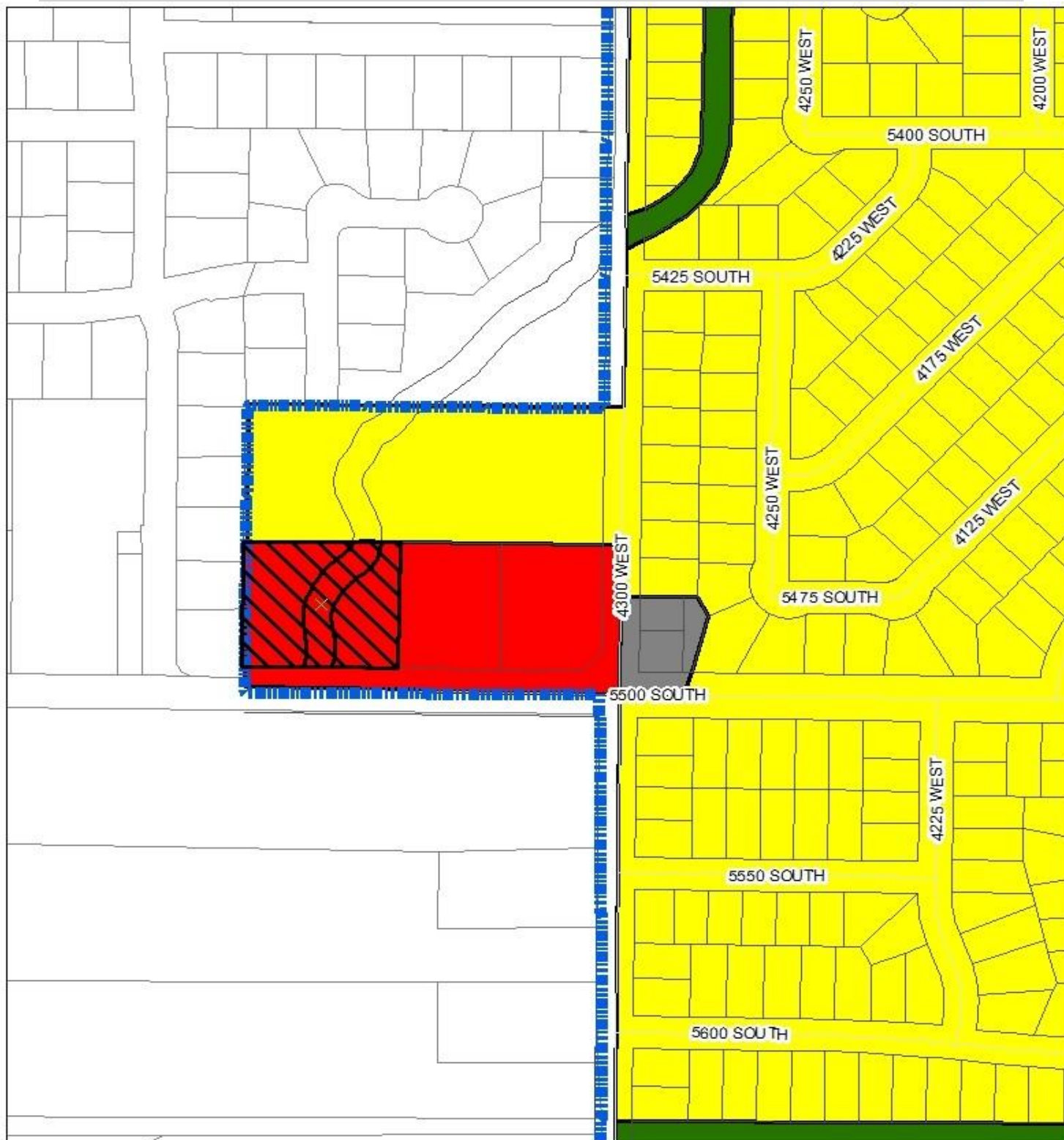


EXHIBIT "C" – FUTURE LAND USE MAP – PRE 2016



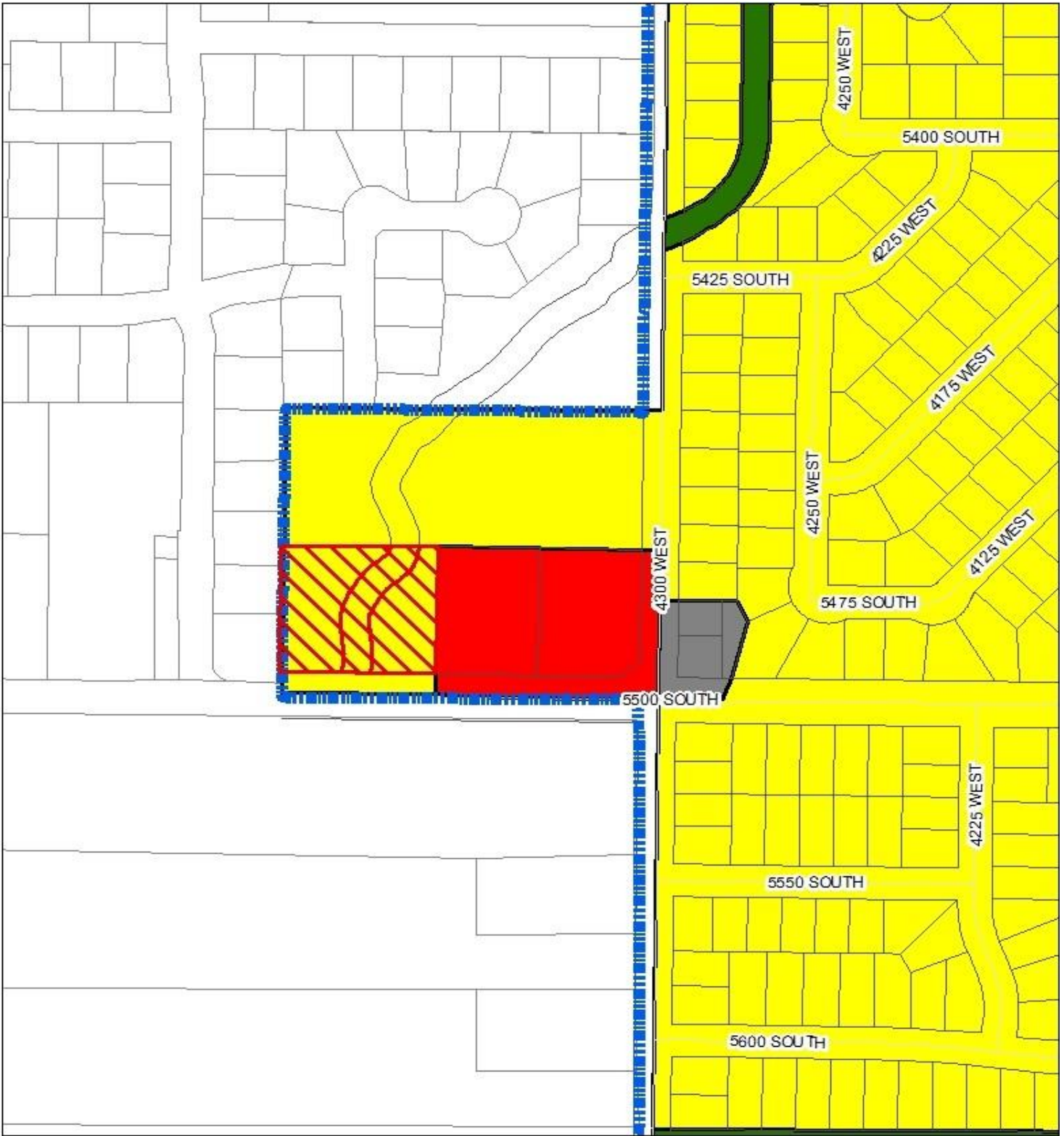
Legend

- | | |
|-------------------------------|---------------|
| Low Density Residential | Industrial |
| Medium Density Residential | Business Park |
| High Density Residential | Commercial |
| Very High Density Residential | Utility |
| Parks & Green Space | |
| Schools/Government/Churches | |

Future Land Use Map



EXHIBIT "D" - FUTURE LAND USE MAP – CURRENT



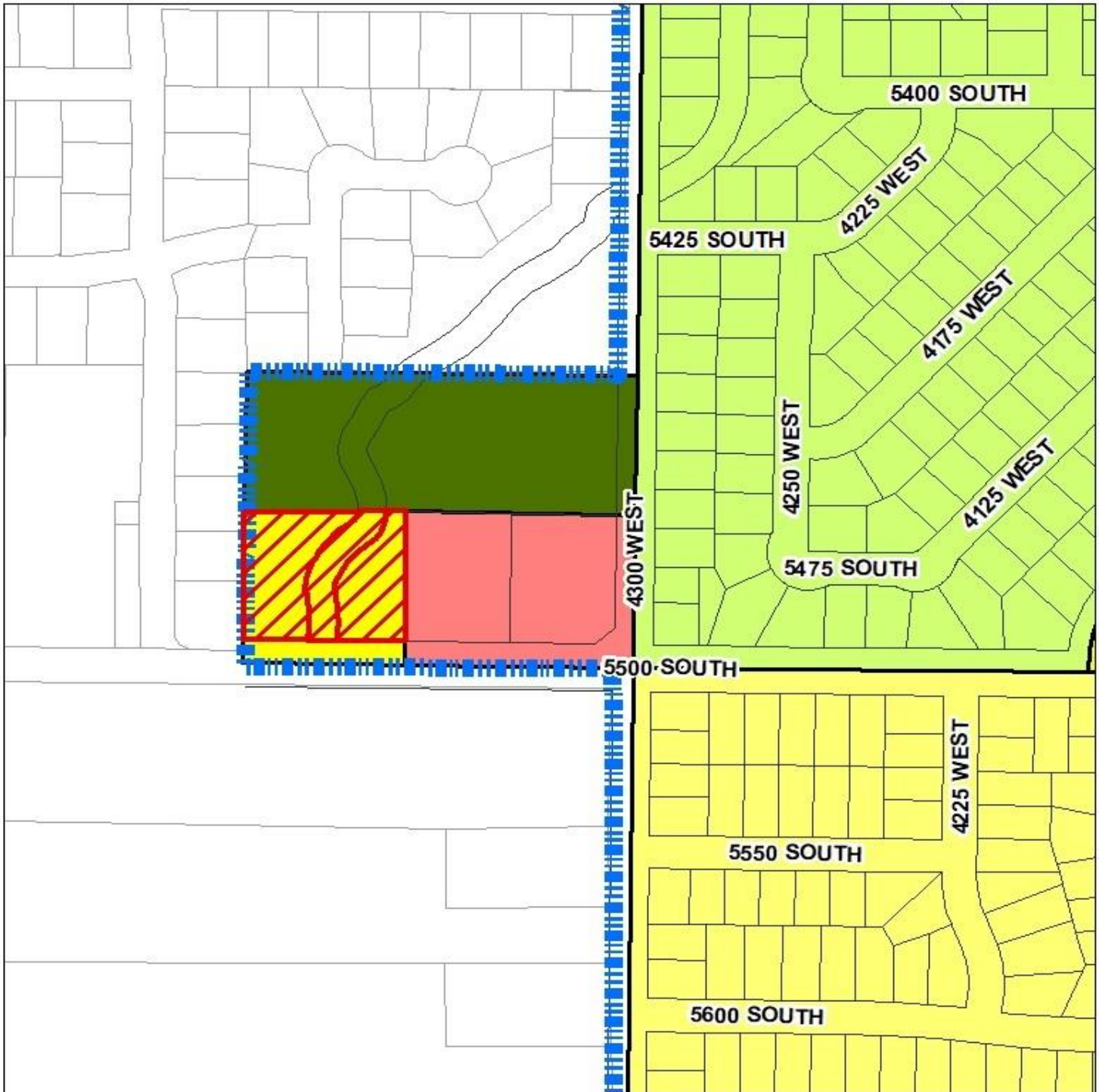
Legend

- | | | | |
|---|-------------------------------|---|---------------|
|  | Low Density Residential |  | Mixed Use |
|  | Medium Density Residential |  | Industrial |
|  | High Density Residential |  | Business Park |
|  | Very High Density Residential |  | Commercial |
|  | Parks & Green Space |  | Utility |
|  | Schools/Government/Churches | | |

Future Land Use Map



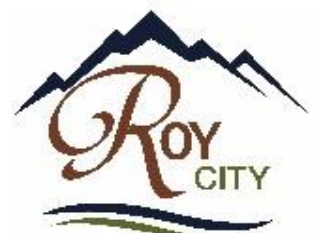
EXHIBIT "E" – ZONING MAP



Legend

	City Boundary		Parcels
	RC		R-1-6
	CC		R-1-7
	BP		R-1-8
	M		R-1-10
	LM		R-1-15
	R		R-2
	R-3		R-4
	RE-15		RE-20
	RIO		RMH-1
	D&RG Trail		I-15
	Railroad		Davis County
	Weber County		

Zoning
Map



ORDINANCE NO. 21-I

**AN ORDINANCE ESTABLISHING A FUTURE LAND USE DESIGNATION OF
COMMERCIAL ON A PROPERTY LOCATED AT
APPROXIMATELY 4398 WEST 5500 SOUTH.**

WHEREAS, Roy City has received a petition to amend the Future Land Use Map by changing the designation on a property comprising approximately 1.48 acres (64,468.8 sq.-ft.) of land located at approximately 4398 We. 5500 So. from a designation of Medium Density, Single-Family Residential to a designation of Commercial; 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 4398 We. 5500 So. be established as Light Industrial/Warehouse 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 Jackson _____

Councilman Paul _____

Councilman Saxton _____

Councilman Wilson _____

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 _____, 2021.

Robert Dandoy
Mayor

Attested and Recorded:

Morgan Langholf
City Recorder

ORDINANCE No. 21-2

**AN ORDINANCE ESTABLISHING A ZONING DESIGNATION OF CC ON PROPERTY
LOCATED AT APPROXIMATELY 4398 WEST 5500 SOUTH.**

WHEREAS, Roy City has received a petition to change the zoning on a property comprising of approximately 1.48 acres (64,468.8 sq.-ft.) of land located at approximately 4398 We. 5500 So from a designation of R-1-8 to a designation of CC.; 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 4398 We. 5500 So be established as an LM 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 Jackson _____

Councilman Paul _____

Councilman Saxton _____

Councilman Wilson _____

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 _____, 2021.

Robert Dandoy
Mayor

Attested and Recorded:

Morgan Langholf
City Recorder