

City Manager
Matt Andrews

Assistant City Manager
Brody Flint

City Recorder
Brittany Fowers



Mayor
Robert Dandoy

Council Members
Ann Jackson
Diane Wilson
Joe Paul
Randy Scadden
Sophie Paul

ROY CITY COUNCIL MEETING AGENDA
NOVEMBER 7, 2023 – 5:30 P.M. AMENDED 11/5/23
ROY CITY COUNCIL CHAMBERS 5051 S 1900 W ROY, UTAH 84067
This meeting will be streamed live on the Roy City YouTube channel.

- A. Welcome & Roll Call**
- B. Moment of Silence**
- C. Pledge of Allegiance**
- D. Consent Items**

- 1. September Financial Statements

E. Public Comments

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

F. Action Items

- 1. **Consideration of Resolution 23-24;** A Resolution Amending Fees for Facility Rentals and Priority Facility Registration Fees for Surrounding Municipalities.
- 2. **Consideration of Resolution 23-25;** A Resolution of the Roy City Council Adopting an Interlocal Agreement Between Roy City Corporation, Ogden City Corporation, Clinton City Corporation, and the Weber Fire District Approving and Authorizing the Execution of an Interlocal Agreement for Paramedic Aboard Charges
- 3. **Consideration of Resolution 23-26;** A Resolution of the Roy City Council Authorizing an Agreement with Verizon Wireless for Lease of City Property for Telecommunications Equipment.
- 4. **Consideration of Ordinance 23-13 –** amending Title 12 – Flood Damage Prevention as per Code of Federal Regulations (CFR) 44 section 60.3 (b)

G. Discussion Items

- 1. Connection Publishing City-wide Newsletter

H. City Manager & Council Report

I. Adjournment

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

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



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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 November 2023. A copy was also posted on the Roy City Website and Utah Public Notice Website on this 2nd day of November 2023.

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

Brittany Fowers
City Recorder



ROY CITY CORPORATION
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
PROPERTY TAX	21,037.49	54,246.32	4,330,100.00	4,275,853.68	1.3
SALES AND USE TAX	633,480.38	633,480.38	8,660,000.00	8,026,519.62	7.3
FRANCHISE TAX	326,945.94	692,193.35	3,501,950.00	2,809,756.65	19.8
LICENSES AND PERMITS	24,179.90	61,964.70	426,000.00	364,035.30	14.6
INTERGOVERNMENTAL	0.00	173,036.41	1,560,434.00	1,387,397.59	11.1
CHARGES FOR SERVICES	367,389.26	1,159,120.89	3,447,500.00	2,288,379.11	33.6
FINES AND FORFEITURES	35,461.14	233,373.45	653,000.00	419,626.55	35.7
MISCELLANEOUS REVENUE	46,420.30	396,052.46	346,500.00	(49,552.46)	114.3
CONTRIBUTIONS AND TRANSFERS	0.00	18,000.00	1,528,931.00	1,510,931.00	1.2
	1,454,914.41	3,421,467.96	24,454,415.00	21,032,947.04	14.0
<u>EXPENDITURES</u>					
LEGISLATIVE	21,605.49	114,005.99	541,872.00	427,866.01	21.0
LEGAL	30,839.03	66,810.34	433,717.00	366,906.66	15.4
LIABILITY INSURANCE	20,918.42	62,755.26	251,021.00	188,265.74	25.0
JUSTICE COURT	34,417.44	104,613.40	453,796.00	349,182.60	23.1
FINANCE	27,894.94	86,350.35	508,084.00	421,733.65	17.0
TRANSFERS	218,931.66	371,004.98	1,057,440.00	686,435.02	35.1
BUILDING/GROUND MAINT DIVISIO	48,297.93	148,001.72	722,165.00	574,163.28	20.5
POLICE AND ANIMAL SERVICES	549,040.97	1,569,438.52	7,239,974.00	5,670,535.48	21.7
FIRE & RESCUE	735,562.93	1,628,898.36	6,027,541.00	4,398,642.64	27.0
COMMUNITY DEVELOPMENT	48,316.09	151,668.27	793,251.00	641,582.73	19.1
STREETS DIVISION	54,715.05	153,185.87	774,096.00	620,910.13	19.8
FLEET SERVICES DIVISION	18,042.35	42,653.74	245,594.00	202,940.26	17.4
PUBLIC WORKS ADMINISTRATION	25,018.30	82,875.60	449,551.00	366,675.40	18.4
RECREATION COMPLEX	208,016.99	372,388.62	2,062,001.00	1,689,612.38	18.1
AQUATIC CENTER	64,074.27	314,694.17	784,608.00	469,913.83	40.1
ROY DAYS	6,289.67	65,347.81	133,400.00	68,052.19	49.0
PARKS & RECREATION	112,548.81	382,424.95	1,976,304.00	1,593,879.05	19.4
	2,224,530.34	5,717,117.95	24,454,415.00	18,737,297.05	23.4
	(769,615.93)	(2,295,649.99)	0.00	2,295,649.99	.0

ROY CITY CORPORATION
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2023

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
41 CAPITAL PROJECTS FUND	44,204.75	132,111.29	2,053,500.00	1,921,388.71	6.4
50 UTILITY ENTERPRISE FUND	893,411.95	2,638,580.07	9,958,330.00	7,319,749.93	26.5
51 STORM WATER UTILITY FUND	108,802.98	325,712.39	1,203,852.00	878,139.61	27.1
53 SOLID WASTE UTILITY FUND	269,982.89	806,711.53	2,828,389.00	2,021,677.47	28.5
60 INFORMATION TECHNOLOGY	75,723.00	227,169.00	939,875.00	712,706.00	24.2
63 RISK MANAGEMENT FUND	29,883.51	89,650.53	358,602.00	268,951.47	25.0
64 CLASS "C" ROADS	627,931.12	276,805.84	2,783,380.00	2,506,574.16	9.9
65 TRANSPORTATION INFRASTRUCTUR	64,064.98	84,480.14	725,000.00	640,519.86	11.7
67 STORM SEWER DEVELOPMENT	2,677.98	8,695.26	196,000.00	187,304.74	4.4
68 PARK DEVELOPMENT	2,158.31	7,411.76	273,000.00	265,588.24	2.7
71 REDEVELOPMENT AGENCY	13,499.19	40,206.80	1,513,710.00	1,473,503.20	2.7
75 CEMETERY FUND	40.00	60.00	0.00	(60.00)	.0
94 GENERAL LONG TERM DEBT	0.00	0.00	0.00	0.00	.0
	<u>2,132,380.66</u>	<u>4,637,594.61</u>	<u>22,833,638.00</u>	<u>18,196,043.39</u>	<u>20.3</u>
<u>EXPENDITURES</u>					
41 CAPITAL PROJECTS FUND	4,384.50	205,630.73	2,053,500.00	1,847,869.27	10.0
50 UTILITY ENTERPRISE FUND	967,513.24	1,530,334.37	9,958,330.00	8,427,995.63	15.4
51 STORM WATER UTILITY FUND	61,483.27	161,678.37	1,203,852.00	1,042,173.63	13.4
53 SOLID WASTE UTILITY FUND	131,391.00	286,334.91	2,828,389.00	2,542,054.09	10.1
60 INFORMATION TECHNOLOGY	171,948.84	298,010.38	939,875.00	641,864.62	31.7
63 RISK MANAGEMENT FUND	23,956.85	231,990.25	358,602.00	126,611.75	64.7
64 CLASS "C" ROADS	102,635.73	308,546.17	2,783,380.00	2,474,833.83	11.1
65 TRANSPORTATION INFRASTRUCTUR	728.50	6,305.72	725,000.00	718,694.28	.9
67 STORM SEWER DEVELOPMENT	462.42	462.42	196,000.00	195,537.58	.2
68 PARK DEVELOPMENT	0.00	0.00	273,000.00	273,000.00	.0
71 REDEVELOPMENT AGENCY	4,450.00	4,523.84	1,513,710.00	1,509,186.16	.3
75 CEMETERY FUND	0.00	0.00	0.00	0.00	.0
94 GENERAL LONG TERM DEBT	0.00	0.00	0.00	0.00	.0
	<u>1,468,954.35</u>	<u>3,033,817.16</u>	<u>22,833,638.00</u>	<u>19,799,820.84</u>	<u>13.3</u>
	<u>663,426.31</u>	<u>1,603,777.45</u>	<u>0.00</u>	<u>(1,603,777.45)</u>	<u>.0</u>

Roy City Council Agenda Worksheet

Roy City Council Meeting Date:

Agenda Item Number: Action Item #1

Subject:

Prepared By:

Background:

Recommendation (Information Only or Decision):

Information Only

Decision

Contact Person / Phone Number:

Roy City Parks and Recreation
Policy and Procedures

Title: Roy Aquatic Center Facility Rental

Policy Number: 7.3

Division: Aquatic Center

Effective Date:

Approved By:

Approval Signature: _____ **Date:** _____

PURPOSE

The purpose of this document is to establish standard procedures for managing Roy Aquatic Center facility rentals.

POLICY

The intent of this policy is to establish guidelines by which rentals of the Roy Aquatic Center will be managed in Roy City. The Roy Aquatic Center may be rented for private family, corporate, or social gatherings. Reservation of the Roy Aquatic Center includes exclusive use of the lap pool, leisure pool, wader pool, east and west bowery, and appropriate Roy Aquatic Center staffing and lifeguards. Concessions are not open during rental hours.

The Roy Aquatic Center may not be rented by promoters, used for resale, or paid-admission events. Any exception or special permissions to this regulation must be through an approved Roy City special event permit.

FACILITY RENTAL AVAILABILITY

The Roy Aquatic Center is open annually, starting the Saturday of Memorial Day Weekend through Labor Day. Facility rentals are available Tuesday through Saturday evenings during the summer when Weber School District is not in session.

Rental Days: Tuesday – Saturday

Rental Time: 6:30pm – 8:30pm

When Weber School District is in session, facility rentals are only available on Saturday evenings.

Rental Days: Saturday

Rental Time: 6:00pm – 8:00pm

RESERVATION PROCEDURE

Aquatic Center reservations begin in January of the renting year. Reservations open for Roy City residents and Roy-based businesses the first working day of January. Reservations open for non-residents and non-Roy-based businesses on the second working day of January. Reservations open at 9:00am. Reservations are available online or in person at Roy City Parks and Recreation.

A municipality may reserve the Aquatic Center during the 3rd and 4th weeks of December provided the reservation request meets the below criteria.

Roy City Parks and Recreation
Policy and Procedures

- Reservation must be in conjunction with the entities annual City celebration (ex: Heritage Days, Roy Days, Festival Days, etc.)
- Only one date may be reserved
- A \$500 Early Booking Fee will be paid in addition to the non-resident facility rental fee
- Reservation must be made in-office at Roy City Parks and Recreation
- Entity must follow all other facility rental procedures, facility rules and regulations, and agree to the Roy City Aquatic Center Conditions of Use and Liability Agreement

RENTAL FEE

Facility rental fees must be paid in full at the time of reservation. Facility rental fees will be consistent with the Roy City Parks and Recreation Aquatic Center Fee Schedule, Policy 5.1.1.

- ~~Roy Resident: \$1,000~~
- ~~Non-Resident: \$1,500~~

CONDITIONS OF USE AGREEMENT / FACILITY RULES

Completion of the Conditions of Use Agreement and Liability Agreement is required at the time of the facility reservation. The individual listed as the responsible party on the reservation and the Conditions of Use Agreement must be present during the rental. All Roy Aquatic Center Rules and Regulations will apply during the rental and must be followed by the renter and all guests.

- Policy 7.3.1 – Aquatic Center Rental Liability Agreement
- Policy 7.3.2 – Aquatic Center Rental Conditions of Use Agreement

CANCELLATIONS AND RESCHEDULES

Reschedule- Reservation reschedules will only be allowed within the same renting year. Reschedule requests will be accommodated without charge, pending date availability.

Cancellation- Cancellations made up to 30 days prior to the rental date will receive a full refund. No refund will be issued for cancellations less than 30 days prior to the rental date. Any cancellations initiated by Roy City for maintenance or facility generated circumstances will receive a full refund or option to re-schedule within the same renting year.

Weather- Weather related cancellations will receive a full refund. No refund will be issued for a cancellation or closure due to weather after the rental has started.

Roy City Parks and Recreation
Policy and Procedures

Title: Roy Aquatic Center Fee Schedule

Policy Number: 5.1.1

Division: Aquatic Center

Adoption Date:

Resolution Number: [Resolution 23-24](#)

Roy Aquatic Center Fee Schedule

GENERAL ADMISSION

Ages 3 & Under*		Free
Ages 4 – 7 Years**	Resident	\$5.00
	Non-Resident	\$6.00
Ages 8 – 65 Years	Resident	\$6.00
	Non-Resident	\$7.00
Senior Ages 65 & Up	Resident	\$5.00
	Non-Resident	\$6.00

*Must wear a swim diaper and plastic pants

**Must be accompanied and within arm's reach of an adult

DISCOUNT PASSES

10 Punch Pass	Resident	\$45.00
	Non-Resident	\$55.00
Group Rate (20+ people)		\$5.00/Person
Monday Night Family Pass		\$30.00/Family

EVENING FACILITY RENTAL

Resident	\$1,000.00
Non-Resident	\$1,500.00
Rental Rate	\$1,500.00
Early Booking Fee	\$500.00

BOWERY RENTAL

West Bowery	Resident	\$100.00
	Non-Resident	\$125.00
Bowery Rental General Admission		\$3.00

RESOLUTION NO. 23-24
**AMENDING FEES FOR FACILITY RENTALS AND PRIORITY FACILITY
REGISTRATION FEES FOR SURROUNDING MUNICIPALITIES.**

Whereas, as Roy City periodically reviews rental rates charged for rental of the bowery and entire facility at the Aquatic Center; and

Whereas, Roy City has determined that it is in the best interest to increase the facility rental rate at the Aquatic Center; and

Whereas, Roy City has also determined that a priority rental policy should be established to support adjacent Municipalities in reserving a rental date for their annual municipal celebration; and

Whereas, adjacent Municipalities will have the opportunity to reserve only one (1) rental date in connection with their annual municipal celebration; and

Whereas, the priority rental period will be available in-person and during regular business hours to Municipalities the third and fourth week of December; and

Whereas, all remaining dates will be available for rental on the first working day in January; and

Now Therefore, be it resolved that effective November 7, 2023, the rates for the rental of the entire facility and Municipal Early Booking Fee will be as follows:

Evening Facility Rental	Current:
Roy Resident and Roy Businesses	\$1000.00
Non-Resident	\$1500.00

Evening Facility Rental	New:
Rental Rate	\$1500.00
Municipal Early Booking Fee	\$500.00

Passed this 7th day of November, 2023.

Robert Dandoy
Mayor

Attested and Recorded:

Brittany Fowers
City Recorder

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

Councilmember Sophie Paul _____

Councilmember Scadden _____

Councilmember Wilson _____

Councilmember Joe Paul _____

Councilmember Jackson _____

RESOLUTION NO. 23-25

A Resolution of the Roy City Council Adopting an Interlocal Agreement Between Roy City Corporation, Ogden City Corporation, Clinton City Corporation, and the Weber Fire District Approving and Authorizing the Execution of an Interlocal Agreement for Paramedic Aboard Charges

WHEREAS, the City of Roy (“City”) is a municipal corporation duly organized and existing under the laws of the State of Utah;

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

WHEREAS, such agreement is in furtherance of the purposes of Utah Code Ann. § 11-7-1;

WHEREAS, 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;

WHEREAS, the proposed interlocal agreement delineating the relevant terms, conditions, and obligations of the parties is attached to this resolution as “Exhibit A”; and

WHEREAS, the City Council finds that executing and supporting the interlocal agreement is in the best interest of the citizens of Roy City;

NOW THEREFORE, the Roy City Council hereby resolves to adopt the attached Interlocal Agreement between Roy City Corporation, Ogden City Corporation, Clinton City Corporation, and the Weber Fire District approving and authorizing the execution of the Interlocal Agreement for Paramedic Aboard Charges. The Mayor of Roy City is authorized and directed to execute the Interlocal Agreement for and on behalf of Roy City.

Passed this 7th day of November, 2023.

Robert Dandoy
Mayor

Attested and Recorded:

Brittany Fowers
City Recorder

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

Councilmember Sophie Paul _____

Councilmember Scadden _____

Councilmember Wilson _____

Councilmember Joe Paul _____

Councilmember Jackson _____



**OGDEN CITY
CONTRACT APPROVAL CHECKLIST**

Contract Type:	Agreement - General
Contract Title:	INTERLOCAL COOPERATION
AGREEMENT FOR PMA - CLINTON CITY	
Contract Amount:	0.00
Period of Performance:	3/23/2023 - 3/23/2028
Contract ID:	4350
Munis Contract ID:	
Vendor/Customer:	Various Parties
Contracting Manager:	Michelle Scrip
Department:	FIRE - Administration

APPROVALS:

DATE APPROVED:

Comptroller:	6/12/2023	
Fiscal Operations:	6/12/2023	
City Attorney:	6/13/2023	<small>MC</small>
(Katie Ellis)		
Division Manager:		
Department Director:	6/13/2023	
CAO Review:	6/13/2023	

Bid/Procurement Method Used:	Interlocal Agreement
SS Exceptions for General Contracts:	null
SS Exceptions for Professional Services:	null
Sole Source Justification:	

INTERLOCAL COOPERATION AGREEMENT FOR PARAMEDIC ABOARD CHARGES

This Agreement made and entered into the 23rd day of March, 2023 ("Effective Date") pursuant to the provisions of the Interlocal Cooperation Act, Section 11-13-101, et. seq., Utah Code Annotated, 1953 as amended, by and between Ogden City Corporation, a Utah municipal corporation of the State of Utah ("Ogden City"), Roy City Corporation ("Roy City"), Clinton City Corporation ("Clinton City"), all municipal corporations of the State of Utah, and Weber Fire District, a Utah Local District ("Weber Fire District").

WITNESSETH:

WHEREAS, Ogden City, Roy City, and Weber Fire District, furnish and provide paramedic services to portions of Weber County, and Clinton City (Davis County) as requested, in this role hereinafter referred to as "Paramedic Providers"; and

WHEREAS, Ogden City and Roy City, Clinton City, and Weber Fire District, are all providers of various types of ambulance transport services within Weber County, in this role hereinafter referred to as "Ambulance Transport Providers;" and

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

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

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

1. All charges shall be in accordance with the rate schedule adopted by the State Emergency Medical Services Committee in accordance with Section R426-8 Utah Administrative Code, as amended from time to time.

2. As outlined in Section 4, an Ambulance Transport Provider shall pay a Paramedic Provider for each "PMA Call" assisted by the Paramedic Provider, upon a request by the Paramedic Provider (hereinafter referred to as a "Request for Collection "). The Ambulance Transport Provider shall collect the allowable charges for such paramedic services provided in conjunction with their own permitted charges. "PMA Call" means a paramedic aboard assisted call wherein paramedic(s) of the applicable Paramedic Provider accompany a patient to the hospital on an ambulance transport, operated by the applicable Ambulance Transport Provider from the place of assistance.
3. The applicable Ambulance Transport Provider shall pay the applicable Paramedic Provider on a monthly basis for all PMA calls assisted by that Paramedic Provider for which a Request for Collection has been made. Payments shall be for all such PMA calls rendered after midnight of the first day of the month to midnight of the last day of the month. The Ambulance Transport Provider shall resolve or dispute any incidents deemed erroneous as provided by the Paramedic Provider, within thirty (30) days of when invoice is received. Such disputes or adjustments shall be conveyed to the Paramedic Provider for prompt resolution. Payment to the applicable Paramedic Provider shall be made by the applicable Ambulance Transport Provider within ninety (90) days for which payment is due. If payment is not received within ninety (90) days for which payment is due, the Ambulance Transport Provider may incur interest of 1.5% per month past payment due date. The Paramedic Provider shall provide a monthly report to each Ambulance Transport Provider detailing all PMA calls of that Ambulance Transport Provider assisted by that Paramedic Provider for which a Request for Collection has been made, based on actual run reports.

4. **Paramedic Fee and Allowable Adjustments.**

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

The formula consists of the Ambulance Transport Provider's gross annual collection rate percentage multiplied by the State approved PMA rate of \$610.00. This amount

will be adjusted annually on July 1st as the State approved PMA rate changes, and as the reported collection rate of each Ambulance Transport Provider changes (see Section 13).

5. **Term.** The term of this Agreement will begin on the effective date and shall continue to be in force for a period of five (5) years, unless terminated as provided herein. Any party may terminate its obligations hereunder by giving thirty (30) days advance written notice to the other parties. Such termination shall not modify the Agreement as between any of the remaining parties, except only to exclude the terminating party from the obligations created herein. Should this agreement be terminated by any party, the Ambulance Transport Provider acknowledges and agrees to stop billing the ALS rate when transporting with that Paramedic Provider. The Paramedic Provider also acknowledges and agrees to be responsible for collecting the paramedic aboard fee when transporting with that Ambulance Transport Provider.
6. **Administrative Entity.** It is the intent and understanding of all parties that no new entity is created by this Agreement. This Agreement shall be administered by the parties and each party shall appoint a representative to facilitate performance of this Agreement.
7. **Independent Contractors.** In the performance of this Agreement, the parties are independent contractors, and as such shall have no authorization, expressed or implied, to bind any other party to any agreements, settlements, liability, or understanding whatsoever, and agree not to perform any such acts as agent for any other party except as expressly set forth herein.
8. **Hold Harmless.** Each party shall indemnify, defend, and hold the other parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses, and liens, including, without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each party shall be responsible for its own negligent acts and agrees to indemnify and hold the other parties harmless therefrom.
9. **Governmental Immunity.** All parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G Chapter 7 of the Utah Code. Nothing in this agreement shall be construed as a waiver by any party of any rights, limits, protections or defenses provided by the Act. Nor shall this

agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to the Act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.

10. **Manner of Financing.** This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement, and shall be responsible for any costs incurred as a result thereof.
11. **Filing of Agreement.** A copy of this Agreement shall be placed on file in the Office of the Recorder of any participating Agency or maintained with the parties' other official records, and shall remain on file for public inspection during the term of this Agreement.
12. **Governing Law, Jurisdiction and Venue.** This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The parties also recognize that certain Federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.
13. **Review and Rate Reporting.** The parties, through their appointed representatives, shall meet annually to review this Agreement, the collection rate of each individual Ambulance Transport Provider, and to discuss any matters or issues that may arise under this Agreement. "Gross Collection Rate" is referred to as the providers' Gross Receipts divided by Gross Charges. This will be the rate used to calculate PMA charges for that Ambulance Transport Provider starting in July of the current year. The collection rate reported by each Ambulance Transport Provider shall be their Gross Collection Rate from the previous calendar year.

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

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

16. General Provisions.

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

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

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

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

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

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

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

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

[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

OGDEN CITY CORPORATION,
A Utah Municipal Corporation

By: Michael P Caldwell
Michael P Caldwell (Jun 13, 2023 15:47 MDT)

Title: Mayor

ATTEST:

City Recorder: Lee Ann Peterson



Jun 14, 2023

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

City Attorney: Katie M Ellis
Katie M Ellis (Jun 13, 2023 15:38 MDT)

CLINTON CITY CORPORATION,
A Utah Municipal Corporation

By: _____

Title: _____

ATTEST:

City Recorder: _____

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

City Attorney: _____

ROY CITY CORPORATION,
A Utah Municipal Corporation

By: _____

Title: _____

ATTEST:

City Recorder: _____

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

City Attorney: _____

WEBER FIRE DISTRICT,
A Utah Local District

By: _____

Title: _____

ATTEST:

City Recorder: _____

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

City Attorney: _____











INTERLOCAL COOPERATION AGREEMENT FOR PMA - CLINTON CITY

Final Audit Report

2023-06-14

Created:	2023-06-13
By:	Kathryn Wulfe (kathrynw@ogdencity.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7reZLhEnCkmi2kAas30d7HeOHYeQJDUUp

"INTERLOCAL COOPERATION AGREEMENT FOR PMA - CLINTON CITY" History


-  Document created by Kathryn Wulfe (kathrynw@ogdencity.com)
2023-06-13 - 9:25:16 PM GMT
-  Document emailed to katiee@ogdencity.com for signature
2023-06-13 - 9:26:25 PM GMT
-  Email viewed by katiee@ogdencity.com
2023-06-13 - 9:38:03 PM GMT
-  Signer katiee@ogdencity.com entered name at signing as Katie M Ellis
2023-06-13 - 9:38:34 PM GMT
-  Document e-signed by Katie M Ellis (katiee@ogdencity.com)
Signature Date: 2023-06-13 - 9:38:36 PM GMT - Time Source: server
-  Document emailed to mikec@ogdencity.com for signature
2023-06-13 - 9:38:37 PM GMT
-  Email viewed by mikec@ogdencity.com
2023-06-13 - 9:46:50 PM GMT
-  Signer mikec@ogdencity.com entered name at signing as Michael P Caldwell
2023-06-13 - 9:47:23 PM GMT
-  Document e-signed by Michael P Caldwell (mikec@ogdencity.com)
Signature Date: 2023-06-13 - 9:47:25 PM GMT - Time Source: server
-  Document emailed to Lee Ann Peterson (leeannp@ogdencity.com) for signature
2023-06-13 - 9:47:26 PM GMT



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 Email viewed by Lee Ann Peterson (leeannp@ogdencity.com)

2023-06-14 - 3:20:04 AM GMT

 Document e-signed by Lee Ann Peterson (leeannp@ogdencity.com)

Signature Date: 2023-06-14 - 3:25:54 PM GMT - Time Source: server

 Agreement completed.

2023-06-14 - 3:25:54 PM GMT

RESOLUTION NO. 23-26

A Resolution of the Roy City Council Authorizing an Agreement with Verizon Wireless for Lease of City Property for Telecommunications Equipment.

WHEREAS, Roy City (“City”) is a municipal corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS, the City finds that in conformance with Utah Code Ann. § 10-3-717, the governing body of the City may exercise all administrative powers by resolution including, but not limited to, regulating the use and operation of municipal property and programs; and

WHEREAS, the City finds it necessary to address additional communications service needs within the city; and

WHEREAS, the City finds that Verizon Wireless has demonstrated the professional ability to provide for these services to meet the City’s additional communications service needs; and

WHEREAS, the lease will provide for a continuous revenue stream; and

WHEREAS, the proposed agreement delineating the relevant terms, conditions, and obligations of the parties is attached to this resolution as “Exhibit A”; and

WHEREAS, the City Council finds that adopting and executing the agreement is in the best interest of the citizens of Roy City;

NOW THEREFORE, the Roy City Council hereby resolves to adopt the attached Agreement between Roy City and Verizon Wireless for the Lease of City Property for Telecommunications Equipment. The Mayor of Roy City is authorized and directed to execute the Agreement for and on behalf of Roy City.

Passed this 7th day of November, 2023.

Robert Dandoy
Mayor

Attested and Recorded:

Brittany Fowers
City Recorder

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

Councilmember Sophie Paul _____

Councilmember Scadden _____

Councilmember Wilson _____

Councilmember Joe Paul _____

Councilmember Jackson _____

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made by and between Roy City Corporation, a municipal corporation, with its principal offices located at 5051 S 1900 W, Roy, Utah 84067 ("LESSOR"), and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment ("Use") upon a portion of that real property owned, leased or controlled by LESSOR located at 2977 West 5200 South, Roy, County of Weber, State of Utah 84067 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is approximately 760 square feet, and is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for five (5) years beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. The initial term of this Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current extension term. The initial term and any extension terms shall be collectively referred to herein as the "Term."

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$26,400.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 5051 South 1900 West, Roy, Utah 84067, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. The initial rental payment shall be delivered by LESSEE no later than 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the

requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

c. The annual rental for the second (2nd) year of the initial term and for each year thereafter, including any and all extension terms, shall be equal to 102% of the annual rental payable with respect to the immediately preceding year.

5. ACCESS/UTILITIES. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a twelve-foot (12') wide access right-of-way and ten-foot (10') wide utility easement ("Easements"), which shall be depicted on Exhibit "B". LESSEE may use the Easements for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 23).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall only be required to obtain LESSOR consent for modifications that increase LESSEE's Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Premises.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its elected officials, employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its elected officials, employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement. Notwithstanding the foregoing, LESSEE acknowledges and agrees that LESSOR is a governmental entity under the Governmental Immunity Act of Utah, nothing in this Agreement shall be construed as a waiver of any protection, rights, or defenses applicable to LESSOR under the Act, including provisions of Utah Code Ann. § 63G-7-604, as amended, regarding limitations of judgment.

11. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability on an occurrence form in the amount of \$2,000,000.00 per occurrence and \$4,000,000.00 in the annual aggregate for bodily injury and property damage. Each party shall be included as an additional insured on the other party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 26, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, elected officials, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of

VZW Site Name: SAL MORPHEUS

MDG: 5000363903

contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center (at (800) 264-6620) or to LESSOR at (801) 774-1000, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third-party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third-party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third-party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee

simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

19. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 13, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Roy City Corporation
5051 South 1900 West
Roy, Utah 84067

LESSEE: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) and any required consent from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the

non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored, unless such fire or other damage arises from LESSEE's use of the Premises. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement, unless such fire or other damage arises from LESSEE's use of the Premises.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 27, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

28. NON-DISCLOSURE. LESSEE acknowledges and agrees that LESSOR is a governmental entity and subject to the Freedom of Information Act and the Utah Government Records Access and Management Act and that records that are not identified as confidential or a trade secret must be disclosed. LESSEE must comply with Utah Code Ann. § 63G-2-309 to ensure that any records to be classified as confidential by LESSOR. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

29. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

30. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Utah. The jurisdiction and venue for any litigation concerning this Agreement shall be in the state or federal courts located in the State of Utah.

31. SEVERABILITY. If any provision of this Agreement becomes or is deemed to be legally unenforceable, the remaining provisions shall continue to bind the Parties.

32. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this

Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts,

including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR: Roy City Corporation,
a municipal corporation

LESSEE: Cellco Partnership
d/b/a Verizon Wireless

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"
PROPERTY DESCRIPTION

Lot 1, ROYAL GREENS SUBDIVISION, according to the Official Plat thereof as recorded March 11, 2002 as Entry No. 1832743 in the Office of the Weber County Recorder, State of Utah.

[Tax ID No. 09-501-0001](#) (shown for informational purposes only)

EXHIBIT "B" (Page 13 of 2)

VERIZON WIRELESS LEASE SITE DESCRIPTION:

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°38'02" EAST 1182.92 FEET ALONG SECTION LINE AND SOUTH 256.47 FEET FROM THE CENTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°08'24" WEST 38.00 FEET; THENCE NORTH 89°51'36" WEST 20.00 FEET; THENCE NORTH 00°08'24" EAST 38.00 FEET; THENCE SOUTH 89°51'36" EAST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 760 SQ. FT. OR 0.017 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS ACCESS EASEMENT DESCRIPTION:

A 12 FOOT WIDE ACCESS EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS, BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE VERIZON WIRELESS LEASE AREA, SAID POINT BEING SOUTH 89°38'02" EAST 1168.83 FEET ALONG SECTION LINE AND SOUTH 294.52 FEET FROM THE CENTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°08'24" WEST 18.00 FEET; THENCE NORTH 89°51'36" WEST 181.37 FEET; THENCE NORTH 00°08'24" EAST 272.75 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY LINE OF 5200 SOUTH STREET AND TERMINATING.

CONTAINS: 0.130 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS UTILITY EASEMENT DESCRIPTION:

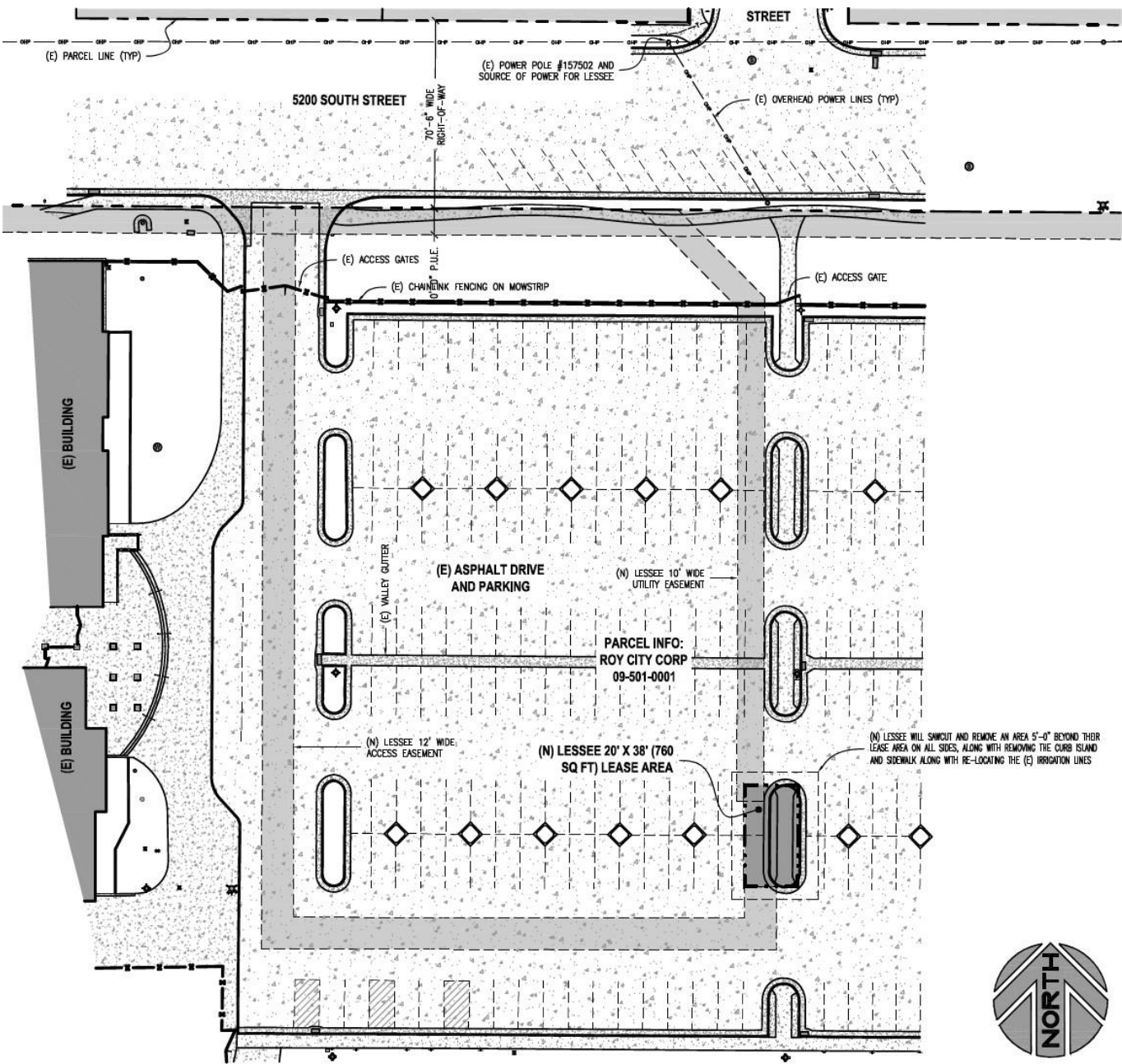
A 10 FOOT WIDE UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT LOCATED SOUTH 89°38'02" EAST 1164.91 FEET ALONG SECTION LINE AND SOUTH 262.54 FEET FROM THE CENTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°08'24" EAST 187.26 FEET; THENCE NORTH 44°38'02" WEST 49.20 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY LINE OF 5200 SOUTH STREET AND TERMINATING.

CONTAINS: 0.054 ACRES, MORE OR LESS, (AS DESCRIBED).

10/12/23

EXHIBIT "B" (Page 14 of 2)





STAFF REPORT

City Council

November 7, 2023

SYNOPSIS

Application Information

Applicant: Roy City
Request: Ord No 23-13 – To consider amend to Title 12 – Flood Damage Prevention as per Code of Federal Regulations (CFR) 44 section 60.3 (b)

Staff

Report By: Steve Parkinson
Staff Recommendation: Approval

APPLICABLE ORDINANCES

- Roy City Municipal Code Title 12 – Flood Damage Prevention

ANALYSIS

A month or so ago staff was contacted by McKenize Goodenough the State Flood Planner, of the Utah Department of Public Safety, Division of Emergency Management, informing me the City needs to amend our Title 12 – Flood Damage Prevention to satisfy the new requirements as per Code of Federal Regulations (CFR) 44 section 60.3 (b) before November 30, 2023.

Mrs. Goodenough also provided an assessment of our existing code and how it complies with the new guidelines. Staff therefore went through our current Title 12 and identified the sections of the code that need to be updated in order to comply with the new requirements as stated in CFR 44 – 60.3 (b).

After staff's review, we sent it back to Mrs. Goodenough so she could re-assess our code. Her last assessment stated that the proposed changes does comply with the new requirements as stated in CFR 44 – 60.3 (b).

If we don't adopt these proposed amendments to Title 12 before November 30, 2023, the City will be suspended from the National Flood Insurance Program (NFIP). If we become suspended our community becomes ineligible for Flood insurance through the NFIP, new policies cannot be sold and existing policies cannot be renewed.

FINDINGS

- The proposed amendments of Title 12 satisfy CFR 44 section 60.3 (b)

RECOMMENDATION

Staff recommends that the City Council approve Ord. No. 23-13 amending Title 12 – Flood Damage Prevention as written.

EXHIBITS

- Ord No 23-13



ORDINANCE No. 23-13

**AN ORDINANCE ADOPTING THE FLOODPLAIN MANAGEMENT MEASURES OF THE
FEDERAL EMERGENCY MANAGEMENT AGENCY’S (FEMA) NATIONAL FLOOD
INSURANCE PROGRAM (NFIP)**

WHEREAS, On October 24, 1978, the Federal Emergency Management Agency (FEMA) issued a Flood Insurance Rate Map (FIRM) that identified the Special Flood Hazard Areas (SFHAs) in the City of Roy; and

WHEREAS, FEMA recently completed a re-evaluation of flood hazards in the City of Roy; and

WHEREAS, FEMA provided the City with preliminary copies of the Flood Insurance Study (FIS) report and FIRM identifying existing flood hazards in the City; and

WHEREAS, in order for the City of Roy to continue to be eligible in the National Flood Insurance Program (NFIP), Roy City must adopt or show evidence of adoption of the floodplain management regulations prior to November 30, 2023

NOW, THEREFORE, Be it hereby ordained by the City Council of Roy City, Utah, has adopted the proposed changes to Title 12 – Flood Damage Prevention, as attached:

Note - Language to be added has been **bolded** and language to be removed has been ~~struck~~ through.

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

Councilman Jackson _____

Councilman J. Paul _____

Councilman S. Paul _____

Councilman Scadden _____

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 _____, 2023.

Robert Dandoy
Mayor

Attested and Recorded:

Brittany Fowers
City Recorder

FLOOD DAMAGE PREVENTION

CHAPTER 1 - STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND METHODS

SECTION:

12-1-1: Statutory Authorization

12-1-2: Findings of Fact

12-1-3: Statement of Purpose

12-1-4: Methods of Reducing Flood Losses

12-1-1: STATUTORY AUTHORIZATION:

The legislature of the state of Utah Code Ann. § 10-3-701 ~~and Utah Code Ann. § 17-53-201 seq.~~, delegated the responsibility to local governmental units to adopt regulations designed to **minimize flood losses**.

That the city of Roy elects to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-488, as amended). The National Flood Insurance Program, established in the aforesaid act, provides that areas of the town having a special flood hazard be identified by the Federal Emergency Management Agency and that floodplain management measures be applied in such flood hazard areas. The National Flood Insurance Program was broadened and modified with the passage of the Flood Disaster Protection Act of 1973 and other legislative measures. It was further modified by the National Flood Insurance Reform Act of 1994. The National Flood Insurance Program is administered by the Federal Emergency Management Agency, a component of the U.S. Department of Homeland Security.

12-1-2: FINDINGS OF FACT:

~~A.~~ The flood hazard areas of Roy City are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

~~B.~~ These flood losses are caused by:

- ~~A.~~ the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and ~~by~~
- ~~B.~~ the occupancy of flood hazard areas by **uses structures** vulnerable to floods ~~and hazardous to other lands~~ because they are inadequately elevated, ~~flood-proofed~~ or otherwise **unprotected** from flood damage; **and**
- ~~C.~~ **Uses deemed unsuitable for flood plain areas or that do not account for the increased flood risk**

12-1-3: STATEMENT OF PURPOSE:

It is the purpose of this title to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions to specific areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- F. Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize future flood blight areas; and
- G. ~~Ensure~~**Promote** that potential buyers are notified that property is in a flood area;

12-1-4 METHODS OF REDUCING FLOOD LOSSES:

In order to accomplish its purposes, this title includes methods and provisions for:

- A. Restrict or prohibit uses are dangerous to health, safety, and **or** property **in times of flood, or cause excessive** increases in flood heights or velocities;
- B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which **are involved in the** accommodation of floodwaters;
- D. Control filling, grading, dredging and other development which may increase flood damage; and
- E. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters, or which may increase flood hazards in other **areas lands**.

CHAPTER 2 - DEFINITIONS

SECTION:

12-2-1: Definitions of Words and Phrases

12-2-1: DEFINITIONS OF WORDS AND PHRASES:

Unless specifically defined below, words or phrases used in this title shall be interpreted so as to give them the meanings they have in common usage and to give this title its most reasonable application:

ACCESSORY STRUCTURE: means a structure that is on the same parcel of property as a principal structure. Its use is incidental to the use of the principal structure; the ownership of the accessory structure is the same owner as of the principal structure. An accessory structure is a non-residential structure of low value that is used solely for the parking of vehicles and storage of tools, materials, or equipment. No human habitation is allowed within an accessory structure.

ADDITION: means any improvement that expands the enclosed footprint or increases the square footage of an existing structure. This includes lateral additions added to the side, front, or rear of a structure; vertical additions added on top of a structure; and enclosures added underneath a structure.

ALLUVIAL FAN FLOODING: means flooding occurring on the surface of an alluvial fan or similar landform that originates at the apex. It is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APRRURTENANT STRUCTURE: see Accessory Structure

AREA OF FUTURE-CONDITIONS FLOOD HAZARD: means the land area that would be inundated by the 1-percent-annual-chance (100-year) flood based on future-conditions hydrology.

AREA OF SHALLOW FLOODING: means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD-RELATED EROSION HAZARD: is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area; in preparation for publication of the FIRM, Zone E may be further refined.

AREA OF SPECIAL FLOOD HAZARD: The land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year. **The area may be designated as**

Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the flood insurance rate map, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, or V1-30, VE, or V. For purposes of these regulations, the term “special flood hazard area” is synonymous in meaning with the phrase “area of special flood hazard”.

BASE FLOOD: The flood having a one percent (1%) chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE): Is the water surface elevation of the one (1) percent annual chance flood. The height in relation to mean sea level expected to be reached by the waters of the base flood at pertinent points in the floodplains of coastal and riverine areas. **It is also the elevation shown on the FIRM and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1-percent chance of equaling or exceeding that level in any given year.**

BASEMENT: means any area of the building having its floor subgrade (below ground level) on all sides. **A walkout basement that does not require a step up to grade is not considered a basement.**

BEST AVAILABLE DATA: means existing flood hazard information adopted by a community and reflected on an effective FIRM, FBFM, and/or within an FIS report; or draft or preliminary flood hazard information supplied by FEMA or from another source. Other sources may include, but are not limited to, the state, other federal agencies, or local studies, the more restrictive of which would be reasonably used by the community.

BREAKAWAY WALL: means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

BUILDING: see structure.

CONDITIONAL LETTER OF MAP REVISION (CLOMR): means FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations, or the Special Flood Hazard Area. This letter does not revise an effective map; it indicates whether the project, if built as proposed, would be recognized by FEMA.

CONDITIONAL LETTER OF MAP REVISION BASED ON FILL (CLOMR-F): means FEMA's comment on a proposed structure or property. The letter does not revise an effective map; it indicates whether the project, if built as proposed, would be removed from the floodplain.

CRAWLSPACE: means an under-floor space that has its interior floor area (finished or not) no more than 4 feet from the bottom floor joist the next higher floor elevation, designed with proper openings that equalize hydrostatic pressures of flood water, and is not used for habitation.

CRITICAL FACILITY: means a facility or building where even a slight chance of flooding is too great a threat. Typical critical facilities include hospitals, fire stations, police stations, schools, storage of critical records, assisted living and similar facilities.

DEVELOPMENT: means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

ELEVATED BUILDING: means a non-basement building built, in the case of a building in Zone A1-30, AE, A, A99, AR, AO, AH, B, C, X and D, to have the top of the elevated floor above the

ground level by means of pilings, columns (post and piers), or shear walls parallel to the flow of the water and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of a building in Zone A1-30, AE, A, A99, AR, AO, AH, B, C, X and D, an “elevated building” also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.

ENCLOSURE: refers to an enclosed walled-in area below the lowest floor of an elevated building. Enclosures below the BFE may only be used for building access, vehicle parking, and storage.

EROSIONS: means the process of the gradual wearing away of land masses. This peril is not per se covered under the Program.

EXISTING CONSTRUCTION: means for the purposes of determining rates, structures for which the “start of construction” commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. “Existing construction” may also be referred to as “existing structures.”

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION: means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXISTING STRUCTURES: see existing construction.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION: means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEMA: means the Federal Emergency Management Agency.

FILL: refers to the placement of materials, such as dirt, sand, or rock to elevate a structure, property, or portion of a property above the natural elevation of the site, regardless of where the material was obtained from. The common practice of removing unsuitable material and replacing it with engineered material is not considered full if the elevations are returned to the existing conditions. Any fill placed or used prior to the area being mapped as a flood hazard area is not deemed as fill.

FLOOD OR FLOODING:

- A. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - 1. The overflow of inland or tidal waters; and/or
 - 2. The unusual and rapid accumulation or runoff of surface waters from any source.
 - 3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- B. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

FLOOD ELEVATION DETERMINATION: means a determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

FLOOD INSURANCE RATE MAP (FIRM): means an official map of a community on which the Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY OR FLOOD ELEVATION STUDY: means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD PLAIN OR FLOOD-PRONE: area means any land area susceptible to being inundated by water from any source (see definition of “flooding”).

FLOODPLAIN DEVELOPMENT PERMIT: is a community issued permit or document that is used for any development that occurs within an SFHA identified by FEMA or the community. It is used to address the proposed development to ensure compliance with the community’s ordinance.

FLOOD PROOFING: means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODPLAIN MANAGEMENT: means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, mitigation plans, and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS: means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for flood damage prevention and reduction.

FLOOD OPENING: refers to an opening in the wall of an enclosed structure that allows floodwaters to automatically enter and exit the enclosure. Refer to FEMA Technical Bulletin 1.

FLOODPROOFING: means any combination of structural and non-structural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents. Floodproofing can either be accomplished in the form of dry floodproofing in which the structure is watertight below the levels that need flood protection, or wet floodproofing in permanent or contingent measures applied to a structure that prevent or provide resistance to damage from flooding, while allowing floodwaters to enter the structure or area.

FLOODWAY: see regulatory floodway.

FLOODWAY ENCROACHMENT LINES: mean the lines marking the limits of floodways on Federal, State and local flood plain maps.

FREEBOARD: means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

FUNCTIONALLY DEPENDENT USE: means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE (HAG): means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE: means any structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C. Individually listed on a state inventory of historic places in states with historic reservation programs which have been approved by the Secretary of the Interior; or
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of the Interior or
 2. Directly by the Secretary of the Interior in states without approved programs.

LETTER OF MAP AMENDMENT (LOMA): means an official amendment, by letter, to an effective map. A LOMA establishes a property's location in relation to the Special Flood Hazard Area and are usually issued because a property has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation.

LETTER OF MAP REVISION (LOMR): means FEMA's modification to an effective Flood Insurance Rate Map, or Flood Boundary and Floodway Map, or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations, or the Special Flood Hazard Area.

LETTER OF MAP REVISION BASED ON FILL (LOMR-F): means FEMA's modification of the Special Flood Hazard Area shown on the Flood Insurance Rate Map based on the placement of fill outside the existing regulatory floodway.

LEVEE: means a man-made structure usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM: means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST ADJACENT GRADE (LAG): means the lowest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. For an existing structure, it means the lowest point where the structure and ground touch, including but not limited to attached garages, decks, stairs, and basement windows.

LOWEST FLOOR: means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Sec. 60.3.

MANUFACTURED HOME: means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when

attached to the required utilities. This term “manufactured home” does not include a “recreational vehicle”.

MANUFACTURED HOME PARK OR SUBDIVISION: means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MAP: means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by the Agency.

MEAN SEA LEVEL: means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION: means, for the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION: means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

NO-RISE CERTIFICATIONS: are formal certifications signed and stamped by a professional engineer licensed to practice in the state, demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that a proposed development will not result in any increase (0.00 feet) in flood levels within the community during the occurrence of a base flood event.

RECREATIONAL VEHICLE: means a vehicle which is:

- A. Built on a single chassis;
- B. 400 square feet or less when measured at the largest horizontal projection;
- C. Designed to be self-propelled or permanently towable by a light duty truck; and
- D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY: means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

SECTION 1316: refers to the section of the National Flood Insurance Act of 1968, as amended, which provides for the denial of flood insurance coverage for any property that the Administrator finds has been declared by a duly constituted State or local authority to be in violation of State or local floodplain management regulations. Section 1316 is issued for a property, not a property owner, and remains with the property even after a change of ownership.

SPECIAL FLOOD HAZARD AREA: see “area of special flood hazard”.

SPECIAL HAZARD AREA: means an area having special flood, mudslide (i.e., mudflow), or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A.

START OF CONSTRUCTION: (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a

structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE:

- A. For floodplain management purposes: means a walled and roofed building or manufactured home, including a gas or liquid storage tank that is principally aboveground.
- B. For insurance purposes: means
 - 1. A building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;
 - 2. A manufactured home ("a manufactured home," also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
 - 3. A travel trailer without wheels built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

For the latter purpose, "structure" does not mean a recreational vehicle or a park trailer or other similar vehicle, except as described in paragraph (3) of this definition, or a gas or liquid storage tank.

SUBSTANTIAL DAMAGE: means damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT: means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds Fifty percent (50%) of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or
- B. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE: means a grant of relief by a community from the terms of a flood plain management regulation. [Reference: 14-4-5 Variance Procedures](#)

VIOLATION: means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION: means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

CHAPTER 3 - GENERAL PROVISIONS

SECTION:

12-3-1: Applicable Lands

12-3-2: Basis for Establishing Areas of Special Flood Hazard

12-3-3: Establishment of Development Permit

12-3-4: Compliance

12-3-5: Abrogation and Greater Restrictions

12-3-6: Interpretation

12-3-7: Warning and Disclaimer of Liability

12-3-8: Severability

12-3-9: Stop Work Order

12-3-10: Penalties for Noncompliance

12-3-1: ~~APPLICABLE~~ LANDS TO WHICH THE TITLE APPLIES:

This title shall apply to all areas of special flood hazard **identified by FEMA, and documented flood risk supported using Best Available Data** within the jurisdiction of Roy City.

12-3-2: BASIS FOR ESTABLISHING AREAS OF SPECIAL FLOOD HAZARD:

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) ~~in a scientific and engineering report entitled, "The Flood Insurance Study for Roy City, dated June 2, 2015 November 30, 2023, with accompanying~~ Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) **or Digital Flood Insurance Rate Maps (DFIRM), and other supporting data, are adopted by reference and declared a part of this Title** and any revisions thereto are hereby adopted by reference and declared to be part of this title. Roy City automatically adopts effective FEMA Flood Insurance Studies (FIS), and automatically adopts effective FEMA Flood Insurance Rate Maps.

12-3-3: ESTABLISHMENT OF DEVELOPMENT PERMIT:

A Development Permit shall be required to ensure conformance with the provisions of this ordinance.

12-3-4: COMPLIANCE:

No structure or land shall hereafter be constructed, located, extended or altered without full compliance with the terms of this title and other applicable regulations. **Nothing herein shall prevent Roy City from taking such lawful action as is necessary to prevent or remedy any violations.**

12-3-5: ABROGATION AND GREATER RESTRICTIONS:

This title is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this title and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

12-3-6: INTERPRETATION:

In the interpretation of this title, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

12-3-7: WARNING AND DISCLAIMER OF LIABILITY:

The degree of flood protection required by this Title is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes.

This title does not imply that land outside the areas of special flood hazard or uses permitted within such areas of special flood hazard will be free from flooding or flood damage. This title shall not create liability on the part of Roy City, any officer or employee thereof, or the federal emergency management agency, for any flood damages that result from reliance on this Title, or any administrative decision lawfully made thereunder.

12-3-8

SEVERABILITY:

If any section, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court, the remainder of the ordinance shall not be affected.

12-3-9

STOP WORK ORDER:

1. **Authority.** Whenever the floodplain administrator or other community official discovers any work or activity regulated by this ordinance being performed in a manner contrary to the provision of this ordinance, the floodplain administrator is authorized to issue a stop work order.
2. **Issuance.** The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.
3. **Unlawful continuance.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by local or state law including but not limited to the penalties outlined in 12-3-10 – Penalties for Noncompliance.

12-3-10

PENALTIES FOR NONCOMPLIANCE:

In accordance with Section 59.2(b) of CFR 44, Chapter 1, of the NFIP regulation, to qualify for the sale of federally subsidized flood insurance, a community must adopt floodplain management regulations that meet or exceed the minimum standards of Section 60. "These regulations must include effective enforcement provisions." In accordance with Section 60.1(b) of CFR 44, Chapter 1, of the NFIP regulations, "These regulations must be legally-enforceable, applied uniformly throughout the community to all privately and publicly owned land within flood-prone (i.e. mudflow) or flood-related erosion areas, and the community must provide that the regulations take precedence over less restrictive conflicting local laws, ordinances, or codes."

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this Title and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this Title or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$ 1,000.00 or imprisoned for not more than 30 days, or both, for each violation assessed daily, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent Roy City from taking such other lawful action as is necessary to prevent or remedy any violation.

CHAPTER 4 -

ADMINISTRATION; DEVELOPMENT PERMIT

SECTION:

~~12-4-1: Establishment of Development Permit~~

12-4-21: Designation of the Floodplain Administrator

12-4-32: Duties and Responsibilities of the Floodplain Administrator

12-4-3: Requirement to Submit New Technical Data

12-4-4: Permit Procedures

12-4-5: Variance Procedures

~~12-4-1: ESTABLISHMENT OF DEVELOPMENT PERMIT:~~

~~A development permit shall be obtained before construction or development begins within any area of special flood hazard established in section 12-3-2 of this Title. Application for a development permit shall~~

be made on forms furnished by the public works director, and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question; existing or proposed structures; fill; storage of materials; drainage facilities; and the location of the foregoing. Specifically, the following information is required:

- ~~A. Elevation in relation to mean sea level of the lowest floor (including basement) of all new or substantially improved structures;~~
- ~~B. Elevation in relation to mean sea level to which any structure has been floodproofed;~~
- ~~C. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in subsection 12-5-2B of this title; and~~
- ~~D. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.~~

12-4-21: DESIGNATION OF FLOODPLAIN ADMINISTRATOR:

The Zoning Administrator is hereby appointed the Floodplain Administrator to administer and implement this title and other appropriate sections of ~~44 CFR~~ National Flood Insurance Program Regulations (**NFIP Regulations** and **44 CFR** pertaining to floodplain management. ~~by granting or denying development permit applications in accordance with its provisions.~~

12-4-32: DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR:

Duties **and responsibilities of the Floodplain Administrator** shall include, but not be limited to, **the following:**

~~A. Permit Review:~~

- ~~1. Review all development permits to determine that the permit requirements of this title have been satisfied.~~
- ~~2. Review all development permits to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.~~
- ~~3. Review all development permits to determine if the proposed development adversely affects the flood carrying capacity of the area of special flood hazard. For the purposes of this title, "adversely affects" means damage to adjacent properties because of rises in flood stages attributed to physical changes of the channel and the adjacent overbank areas.~~
 - ~~a. If it is determined that there is no adverse effect and the development is not a building, then the permit shall be granted without further consideration.~~
 - ~~b. If it is determined that there is an adverse effect, then technical justification (i.e., a registered professional engineer's certification) for the proposed development shall be required.~~
 - ~~c. If the proposed development is a building, then the provisions of this title shall apply.~~

BA. Use Of Other Base Flood Data: When Base Flood Elevation (**BFE**) data has not been provided in accordance with section 12-3-2, "Basis For Establishing Areas Of Special Flood Hazard", of this title **by FEMA**, the Floodplain Administrator shall obtain, review, and reasonably utilize any ~~base flood elevation~~ **BFE data** and floodway data available from a federal, state or other source **including data provided by the applicant, in order to administer the provisions of this Title**, as criteria for requiring that new construction, substantial improvements, or other development in zone A are administered in accordance with section 12-5-2, "Specific Standards", of this title.

~~C. Information To Be Obtained And Maintained:~~

- ~~1. Obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.~~
- ~~2. For all new or substantially improved floodproofed structures:~~
 - ~~a. Verify and record the actual elevation (in relation to mean sea level) to which the structure has been floodproofed.~~
 - ~~b. Maintain the floodproofing certifications required in subsection 12-4-1C of this chapter.~~

- ~~3. Maintain for public inspection all records pertaining to the provisions of this title.~~
- ~~D. Alteration Of Watercourses:~~
- ~~1. Notify adjacent communities and the Utah state division of comprehensive emergency management prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the federal emergency management agency.~~
 - ~~2. Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.~~
- ~~E. Interpretation of FIRM Boundaries: Make interpretations, where needed, as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions).~~

- B. Uphold the goals of the community and the NFIP to reduce risk when possible and increase the community's resistance to future disasters.
- C. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance, including the actual elevation of the lowest floor (including basement or crawlspace) of all new or substantially improved structures and any floodproofing certificates, including the data supporting such certificates.
- D. Maintain and hold open for public inspection maps that identify and locate the boundaries of the SFHAs to which this ordinance applies, including, but not limited to, the FIRM.
- E. Review development proposals to determine whether a proposed building site, including sites designed for the placement of manufactured homes, will be reasonably safe from flooding.
- F. Review, approve, or deny all applications for development permits required by adoption of this ordinance.
- G. Ensure that all necessary permits have been obtained from those federal, state, or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334 and the Endangered Species Act of 1973) from which prior approval is required.
- H. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- I. Notify, in riverine situations, adjacent communities and the State Coordinating Agency, which is Division of Emergency Management, Floodplain Program Manager, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA.
- J. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation.

12-4-3: REQUIREMENT TO SUBMIT TECHNICAL DATA:

- A. The property owner or developer shall notify FEMA by submittal of a LOMR within 6 months of project completion when an applicant has obtained a CLOMR from FEMA or when development altered a watercourse, modified floodplain boundaries, or modified BFE.
- B. The property owner or developer shall be responsible for preparing technical data to support the CLOMR or LOMR application and paying any processing or application fees to FEMA. The property owner or developer is responsible for submitting the CLOMR and LOMR to FEMA and shall provide all necessary data to FEMA if requested during the review process to ensure the CLOMR or LOMR is issued.
- C. The Floodplain Administrator shall be under no obligation to sign the Community Acknowledgement Form, which is part of the CLOMR/LOMR application, until the applicant demonstrates that the project will or has met the requirements of this ordinance and all applicable state federal, and local laws.

12-4-4: PERMIT PROCEDURES:

Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard.

Additionally, the following information is required:

- A. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
- B. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
- C. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Article V, Section B;
- D. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
- E. Maintain a record of all such information.

Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

- A. The danger to life and property due to flooding or erosion damage;
- B. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- C. The danger that materials may be swept onto other lands to the injury of others;
- D. The compatibility of the proposed use with existing and anticipated development;
- E. The safety of access to the property in times of flood for ordinary and emergency vehicles;
- F. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
- G. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
- H. The necessity to the facility of a waterfront location, where applicable;
- I. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- J. The relationship of the proposed use to the comprehensive plan for that area.

12-4-5: VARIANCE PROCEDURES

The Appeal Board or Variance Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this ordinance after a floodplain development permit has been denied.

- A. Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.
- B. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency and the State Office of Emergency Management upon issuing a variance.
- C. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood elevation, providing the relevant factors in 12-4-3 have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- D. Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance.

- E. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- F. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure. The term "substantial improvement" does not include any alteration of a structure or facility listed on the National Register of Historic Places or a State Inventory of Historic Places.

Prerequisites for granting variances:

- A. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief. Variances shall only be issued upon:
 - 1. Showing a good and sufficient cause.
 - 2. A determination that failure to grant the variance would result in exceptional hardship to the applicant.
 - 3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, conflict with existing local laws or ordinances, considers the need of ingress and egress during times of floods, and does not jeopardize first responders' health and welfare.
- B. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the BFE, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- C. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
 - 1. The criteria outlined in 12-4-5 are met; and
 - 2. The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

CHAPTER 5 - PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION:

12-5-1: General Standards

12-5-2: Specific Standards

12-5-3: Standards for Subdivision Proposals

~~12-5-4: Penalties for Noncompliance~~

12-5-1: GENERAL STANDARDS:

In all areas of special flood hazard, the following standards are required **for all new construction and substantial improvements**:

~~A. Anchoring:~~

- ~~1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure and capable of resisting the hydrostatic and hydrodynamic loads.~~
- ~~2. All manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement and capable of resisting the hydrostatic and hydrodynamic loads. Methods of anchoring may include, but are not limited to, use of over the top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces. Specific requirements may be:~~

- ~~a. Over the top ties be provided at each of the four (4) corners of the manufactured home, with two (2) additional ties per side at intermediate locations, with manufactured homes less than fifty feet (50') long requiring one additional tie per side;~~
 - ~~b. Frame ties be provided at each corner of the home with five (5) additional ties per side at intermediate points, with manufactured homes less than fifty feet (50') long requiring four (4) additional ties per side;~~
 - ~~c. All components of the anchoring system be capable of carrying a force of four thousand eight hundred (4,800) pounds; and~~
 - ~~d. Any additions to the manufactured home be similarly anchored.~~
 - ~~B. Construction Materials And Methods:~~
 - ~~1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.~~
 - ~~2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.~~
 - ~~3. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.~~
 - ~~C. Utilities:~~
 - ~~1. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;~~
 - ~~2. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and~~
 - ~~3. On site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.~~
 - ~~D. Subdivision Proposals:~~
 - ~~1. All subdivision proposals shall be consistent with the need to minimize flood damage;~~
 - ~~2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;~~
 - ~~3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and~~
 - ~~4. Base flood elevation data shall be provided for subdivision proposals and other proposed developments which contain at least fifty (50) lots or five (5) acres (whichever is less).~~
 - ~~E. Encroachments: Encroachments, including fill, new construction, substantial improvements, and other development shall be prohibited in any floodway unless a technical evaluation demonstrates that the encroachments will not result in any increase in flood levels during the occurrence of the base flood discharge.~~
- A. All new construction or substantial improvements including manufactured homes shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;**
 - B. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;**
 - C. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;**
 - D. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.**
 - E. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;**

- F. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,**
- G. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.**

12-5-2: SPECIFIC STANDARDS:

In all areas of special flood hazard where base flood elevation data has been provided ~~as set forth in subsection 12-4-3B, "Use Of Other Base Flood Data", of this title,~~ the following standards are required:

- A. Residential Construction:** New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to at least one (1) foot above the base flood elevation. If a freeboard option is noted, new construction and substantial improvement shall have the lowest floor (including basement) elevated to the freeboard elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this ~~Title subsection as proposed in 12-4-3 A 1,~~ **is are** satisfied.
- B. Nonresidential Construction:** New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to at least one (1) foot above the level of the base flood elevation; or, together with attendant utility and sanitary facilities, shall:
 - 1. Be designed so that below the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water; and
 - 2. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - 3. ~~Be A certified by a~~ registered professional engineer or architect ~~that the~~ **shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design** and methods of construction are in accordance with accepted standards of practice ~~for meeting the provisions of this section. Such certifications shall be provided to the official as set forth in subsection 12-4-3C2 of this title. as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.~~
- C. Enclosures - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:**
 - 1. **A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.**
 - 2. **The bottom of all openings shall be no higher than one foot above grade.**
 - 3. **Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.**
- GD. Manufactured Homes:**
 - 1. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
 - 2. **Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a**

manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation +1 foot of freeboard and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

3. In A-1-30, AH, and AE Zones, require that manufactured homes to be placed or substantially improved in an existing manufactured home park to be elevated so that the lowest floor is at or above the base flood elevation +1 foot of freeboard; OR the chassis is supported by reinforced piers no less than 36 inches in height above grade and securely anchored.

12-5-3 STANDARDS FOR SUBDIVISION PROPOSALS:

Review all subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with the provisions of this ordinance.

- A. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with **the provisions 12-1-2, 12-1-3, 12-1-4** of this title **to minimize flood damage**
- B. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements ~~of 12-3-3, 12-4-3; and the provisions of Chapter 5 of~~ this title.
- ~~C.~~ Base Flood Elevation (**BFE**) data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, ~~if not otherwise provided pursuant to 12-3-2 or 12-4-2 of this title.~~
- D. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- E. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

~~12-5-4 Penalties for Noncompliance~~

~~No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$ 1,000 or imprisoned for not more than 30 days, or both, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent Roy City from taking such other lawful action as is necessary to prevent or remedy any violation.~~

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: 11/7/23

Agenda Item Number: Discussion Item #1

Subject: Connection Publishing Contract Renewal

Prepared by: Matt Andrews

Background:

Our monthly newsletter is designed, published, and mailed to residents by Connection Publishing and has been for the last 5 years. Recently, we received a request for a renewal agreement with Connection, that came with a significant cost increase. Currently, Roy City is paying \$1365.30 per month. We are sending out 13,675 newsletters at a cost of \$0.09 per newsletter. ($13,675 \times .09 = \1365.30) The new rate would be \$0.22 per newsletter ($13,675 \times .22 = \3008.50) This is a cost increase of roughly 120%.

In speaking with Ryan Spelts, he has informed us that the increase has been the same for the other cities that use Connection Publishing as well and that Syracuse, Weber County, and North Ogden have renewed their contract, but Clearfield has not. Ogden city closed their contract at the beginning of the price increases in 2022 and Pleasant View was merged with North Ogden's newsletter due to city sizing.

Currently our city "content" is roughly 7 to 8 pages; included in that is the Mayors Message, City News, and announcements; plus 1-2 pages for an event calendar. If we renewed the agreement with Connection Publishing, it would be for a period of twelve (12) months.

There are alternative options if you would like to explore those, West Haven City currently does a digital newsletter through Xpress Bill Pay, other cities do a digital form as well as a mailer with the utility bill.

The cost for a digital newsletter through XBP is already included in our contract with them, the only additional cost would be from the Data Center if we chose to mail a newsletter to the residents/businesses not enrolled on XBP for paperless billing and that varies based on style.

Recommendation (Information Only or Decision):

Information Only

Decision

Contact Person / Phone Number: Matt Andrews