City Manager
Matt Andrews

City Recorder
Brittany Fowers

Mayor
Ann Jackson

Council Members
Janel Hulbert
Alexis Jackson
Bryon Saxton
Jason Sphar
Diane Wilson

ROY CITY COUNCIL MEETING AGENDA

JULY 21, 2026, AT 5:30 P.M.

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

A. Welcome and Roll Call

B. Moment of Silence and Pledge of Allegiance

C. Consent Items

1. June 2, 2026, Roy City Council Meeting Minutes; June 9, 2026, Roy City Council Work Session Minutes; and June 16, 2026, Roy City Council Meeting Minutes.

D. Public Comments – limited to 3 minutes.

This is an opportunity to address the Council regarding concerns or ideas. We recognize some topics take more time than others. If you feel your message is complicated and requires more time to explain, you can email the Council at council@royutah.gov.

E. Action Items – action items are matters for discussion and require a public vote by council.

1. **Resolution 26-21**; A Resolution of the Roy City Council Adopting a Memorandum of Understanding between Roy City Corporation and the Weber Fire District for Temporary Staffing Assistance and Operational Crew Exchange.
2. **Resolution 26-22**; A Resolution of the Roy City Council Adopting an Interlocal Agreement between Roy City Corporation and the Weber School District for Law Enforcement Services.
3. **Resolution 26-23**; A Resolution of the Roy City Council Amending the Roy City Personnel Policy and Procedures Manual.

F. Discussion Items

1. Points of Information to Public Comment – Councilmember Wilson

G. City Manager and Council Report

H. 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 at admin@royutah.gov at least 48 hours in advance.

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 17th day of July 2026. A copy was also posted on the Roy City website and the Utah Public Notice Website on this 17th day of July 2026.

Visit the Roy City website at www.royutah.gov
Roy City Council Agenda Information – (801) 774-1020

Brittany Fowers
City Recorder

THIS MEETING WILL BE STREAMED LIVE ON THE ROY CITY YOUTUBE CHANNEL.

ROY CITY CORPORATION
Council Meeting Minutes
Date: June 2, 2026
Time: 5:30 p.m.
Roy City Council Chambers, 5051 S 1900 W. Roy, UT 84067

These are the pending minutes that have been prepared in draft form and are subject to change before being approved by the public body that held the open meeting. Notice of this meeting was provided in accordance with Utah Code Ann. § 52-4-203. This meeting was also streamed on YouTube, and the video archive can be found at youtube.com/@RoyCityCorporation.

Elected Members present:
Mayor Ann Jackson
Councilmember Hulbert
Councilmember Jackson
Councilmember Saxton
Councilmember Sphar
Councilmember Wilson

Legislative Staff present:
City Manager, Matt Andrews
City Recorder, Brittany Fowers

Legal Staff present:
City Attorney, Matt Wilson

Department Directors present: Management Services Director, Amber Kelley; C.E.D Director, Brody Flint; Police Captain, Armando Perez; Fire Chief, Theron Williams; Parks and Recreation Director, Michelle Howard; Public Works Director, Brandon Edwards.

Presenters: N/A

A. Welcome and Roll Call
Mayor Jackson welcomed those in attendance and noted which Elected Members were in attendance.

B. Moment of Silence
Councilmember Wilson invited the audience to observe a moment of silence.

C. Pledge of Allegiance
Councilmember Wilson led the audience to recite the Pledge of Allegiance.

D. Consent Items
1. May 5, 2026 City Council Meeting Minutes
2. May 5, 2026 Council Town Hall Meeting Minutes
3. April 2026 Financial Statement

Councilmember Wilson moved to approve the above consent items. Councilmember Sphar seconded the motion, all present members voted in favor.

E. **Public Comments**

Mayor Jackson opened the floor for public comments. She reminded the public of the rules for the public comment period, including that the comments be held to a 3-minute maximum per speaker in accordance with the Roy City Council Meeting Rules of Procedure and Order.

Geoffry Cox stated that he was a former compliance officer for OSHA and said he had over 30 years' experience about safety. He said that there was no elevator in the Complex, which was technically in compliance with ADA requirements although it limited the accessibility of the building. He shared there was federal money available for ADA- related renovations. Mr. Cox said he saw over 30 violations currently at the Complex, although he did not get to finish his statement as he reached the three-minute mark.

Darrin Albright read a letter on behalf of his neighbor, who was unable to attend the meeting. He indicated that the letter had also been sent to members of the Council. He said that his neighbors were the Westerns, who lived at 5078 South 3656 West. The letter detailed how the family also owned the property to the south of their home and had been approached by developers who wanted to purchase that lot. The letter reported that that they had been told by those developers that there were plans to turn the parcels off of 3500 into high-density homes. The letter expressed dissent with those plans and said that the surrounding neighborhood was not in favor of adding more housing in the area, especially given the constraints on water consumption.

Shelley Polston spoke about the proposed increases to the budget. She thought that more things should be on the table for reduction. She opined that the Council was focusing on providing services in Roy that were not essential and thought they were spending money on things that were not appropriate. She pointed out that small things added up.

Ty Chaston spoke about the adjustments to the fiscal year budget. He asked the Council how they planned to spend the taxpayers' money and anticipated that they were not going to use it but place it in savings accounts. Mr. Chaston thought this seemed like a mismanagement of money and he did not appreciate that this burden was being passed along to the taxpayer. He noted that the Council had found money to give the City employees a COLA raise. He began another comment but the three-minute mark was met.

Nancy Inman continued Mr. Cox's discussion about the Complex. She also stated that Mayor Jackson had limited the public comment allowance from four minutes to three, which to her signaled that the mayor was not interested in hearing what the public had to say. Mrs. Inman reported that the total membership for the Complex as of May 2026 was around 7,800 passes, although the vast majority of those passes were over ten years old and the active membership was just over 1,000 passes. She said for the last several years, the Complex had operated on a deficit, and she opined that the Complex was not worth the costs associated with it.

Kevin Homer indicated item G-2 on the agenda. He thought it could be productive to have an interactive portion of the comment section and have Councilmembers and Staff members to respond to individual comments. He suggested that the Council be open-minded to trying out different formats that might allow for better communication between the Council and the public. Mr. Homer then asked Councilmember Wilson for more information about the studies she had previously referenced which had found that certain City departments like Police and Fire resulted in cost savings.

LaRae Petterson said this was her first time making a public comment in a City Council meeting. She reported that she had lost her husband last month and spoke about how she and her husband had utilized the Complex amenities and classes to stay healthy before his passing. She thanked the City's emergency services for helping her and her husband during his illness.

Andrew Wilcox discussed his concerns about the City's policies for selecting coaches for youth sports. Mr. Wilcox said he had asked the City Manager to see the documents that guided how to select coaches and volunteers, but he had not been shown any specific policies. Mr. Wilcox expressed concerns about nepotism in the selection process and questioned if there were any actual policies in place for volunteer coaches, since he had yet to see a specific policy document. Mr. Wilcox commented it was very unfair to allow one family to have undue influence on the sports teams.

Dennis Brown shared that he and his wife enjoyed riding their e-bikes and had noticed a lot of graffiti on some of the bike trails in the City. He also said that they had noticed teenagers on eclectic vehicles going far too fast and asked if the police could keep a better watch on the trails.

Mayor Jackson closed the floor for public comment.

F. Action Items

1. Consideration of Resolution 26-13; A Resolution of the Roy City Council Approving Adjustments to the Fiscal Year 2026 Budget.

Management Services Director Kelley stated that the resolution was to make the final adjustments for the Fiscal Year 2026 budget. She explained that when they begin the budget process, it was based on estimates, so they needed to make some updates to reflect the final figures. She highlighted that the largest line-item increase was a transfer to the Capital Projects fund of about $2 Million. She explained this amount came from the sale of City vehicles and any unspent funds.

Management Services Director Kelley said she had received a question about if the Capital Project funds transfer could be used in place of the property tax increase. She said that it technically could be, although she advised against doing so for several reasons. She said one reason was that the tax increase was being used for wages, which were an ongoing expense and this money was a one-time fund. She also noted that they would not know what the exact amount of the transfer would be until mid-September. She lastly stated that the money was needed to pay for services and equipment for the City.

Management Services Director Kelley listed the rest of the adjustments to the budget and indicated that she was available to answer any questions.

<u>Public Hearing</u>

Councilmember Jackson moved to enter a Public Hearing to receive input on Resolution 26-13. Councilmember Hulbert seconded the motion. All present members voted "Aye" and the body entered a Public Hearing.

No public comments were made.

Councilmember Wilson moved to exit the Public Hearing for consideration of Resolution 26-13. Councilmember Hulbert seconded the motion. All present members voted "Aye" and the body exited the Public Hearing.

Management Services Director Kelley asked if there were any questions about this resolution. Councilmember Wilson thanked Management Services Director Kelley for clarifying why it was inadvisable to use the transfer in place of the property tax increase. Councilmember Jackson thanked Management Services Director Kelley for her explanation as well and thought this was a resourceful way to pay for City expenses.

Councilmember Hulbert asked Management Services Director Kelley if she could explain why the City was unable to calculate their final budget until September. Councilmember Hulbert said that one factor was overtime. Management Services Director Kelley replied that overtime was one reason, and another factor was that there were always costs and revenues that came up throughout the year that the City had not planned for in the budget. Management Services Director Kelley also said a contributing factor was that sales tax was two months behind, so they would not know their sales tax revenue in June until September.

Councilmember Saxton asked if any portion of the Capital Projects fund could be used to offset the property tax increase. Management Services Director Kelley explained that the funds had already been written into next years' budget, and she reiterated that the other issue was that they did not know exactly how much money they would receive. Commissioner Jackson thought it was reasonable to take a conservative amount from the transfer for the wages. Councilmember Saxton suggested that they just take enough to cover the COLA for March. Management Services Director Kelley replied that the $2 Million figure was an overestimate, and she explained she overestimated since she could not transfer more than what she put in the budget. Management Services Director Kelley added that $2 Million seemed like a lot, but in reality it got used very quickly and she said she did not want to take too much from the Capital Projects budget for next year.

Councilmember Hulbert commented that Roy City also had a relatively low amount in their Capital Projects fund compared to other cities. Councilmember Wilson asked why that was the case and Management Services Director Kelley replied that she was not sure of the rationale, as she had not been with the City when that had been decided. Management Services Director Kelley said that generally, Capital Projects were the first thing to get cut when budgets were tight. Management Services Director Kelley added that they could also do another budget amendment to move the money back at a later date, if they so desired.

Councilmember Jackson asked how they could use one-time funds for the COLA, and said that eventually they would run out of funds and need to enact a property tax increase anyway. Management Services Director Kelley replied that the COLA brought up their minimum wage, so using one-time monies did not avoid the eventuality of a tax increase. Councilmember Jackson asked Councilmember Saxton about why he felt using one-time funds was still better than doing the property tax now. Councilmember Saxton responded that paying the COLA with the reserve would put the percentage on the books for everyone, which would assure City employees that the Council was taking the wage correction seriously. Councilmember Saxton estimated that they could pay back the money that they took out of the reserves within two years with sales tax revenue. Councilmember Saxton said that if they were not able to pay it back with sales tax, at that point they could move to a property tax increase.

Councilmember Wilson moved to approve Resolution 26-13; A Resolution of the Roy City Council Approving Adjustments to the Fiscal Year 2026 Budget; Councilmember Jackson seconded the motion to approve. The roll call votes are as follows:

Councilmember Hulbert	**_X_ “Aye”**	**___ “Nay”**	**___ “Excused”**
Councilmember Jackson	**_X_ “Aye”**	**___ “Nay”**	**___ “Excused”**
Councilmember Saxton	**_X_ “Aye”**	**___ “Nay”**	**___ “Excused”**
Councilmember Sphar	**_X_ “Aye”**	**___ “Nay”**	**___ “Excused”**
Councilmember Wilson	**_X_ “Aye”**	**___ “Nay”**	**___ “Excused”**

Resolution 26-13 was Adopted with a vote of 5:0.

2. Consideration of Resolution 26-14; A Resolution of the Roy City Council Adopting the Transfer of Monies from Enterprise Funds to other City Funds.

Management Services Director Kelley clarified that this resolution was for next year’s budget and explained that per State law, a public hearing must be held every time the City wanted to transfer money from Enterprise funds. She listed the public hearing requirements and confirmed that they had gone through the noticing process. Management Services Director Kelley shared a chart that showed the data for the Water and Sewer Utility fund, Stormwater fund, and Solid Waste funds and noted the amounts being transfered for each fund. She reported that Staff reccomended approval of these transfers.

Public Hearing

Councilmember Hulbert moved to enter a Public Hearing to receive input on Resolution 26-14. Councilmember Sphar seconded the motion. All present members voted "Aye" and the body entered a Public Hearing.

Dennis Brown asked about the purpose of the transfers.

Councilmember Wilson moved to exit the Public Hearing for consideration of Resolution 26-14. Councilmember Sphar seconded the motion. All present members voted "Aye" and the body exited the Public Hearing.

Management Services Director Kelley responded to Mr. Brown and explained that because they had certain City employees, such as the City Manager and IT employees, who worked both on General Fund and Utility fund items. Management Services Director Kelley elaborated that if they did not allocate part of those employee's salaries to the Utility funds, the Utility funds would not be able to utilize those employees. Management Services Director Kelley also explained that an "Enterprise fund" referred to a fund that was self-sufficient and brought in enough revenue to cover its expenses.

Councilmember Hulbert moved to approve Resolution 26-14; A Resolution of the Roy City Council Adopting the Transfer of Monies from Enterprise Funds to other City Funds. Councilmember Wilson seconded the motion to approve. The roll call votes are as follows:

Councilmember Hulbert	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Jackson	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Saxton	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Sphar	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Wilson	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**

Resolution 26-14 was Adopted with a vote of 5:0.

3. Consideration of Resolution 26-15; A Resolution of the Roy City Council Adopting an Interlocal Agreement between Roy City Corporation and Multiple Public Entities Approving and Authorizing the Execution of an Interlocal Agreement for a Countywide Heavy Rescue Team.

Chief Williams presented this item. He said this was a renewal of an existing interlocal agreement, and he clarified that it was renewed every five years. He also explained that Roy City was a subcontractor, so they would need to negotiate this agreement if they chose to annex to the Weber Fire District.

Councilmember Hulbert moved to approve Resolution 26-15; A Resolution of the Roy City Council Adopting an Interlocal Agreement between Roy City Corporation and Multiple Public Entities Approving and Authorizing the Execution of an Interlocal Agreement for a Countywide Heavy Rescue Team. Councilmember Sphar seconded the motion to approve. The roll call votes are as follows:

Councilmember Hulbert	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Jackson	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Saxton	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Sphar	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Wilson	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**

Resolution 26-14 was Adopted with a vote of 5:0.

G. Discussion Items

1. Roy Days Considerations

Councilmember Wilson said that given the scope of their ongoing budget issues, it was reasonable to consider some of the more costly elements of Roy Days. She made it clear that this discussion was to permanently get rid of certain items, and she clarified that if they chose to take certain items out of the Roy Days budget, they would have to re-allocate the funds back into the budget if they wanted to add them back in the future. Councilmember Wilson listed some options of things that could be cut. She said they could consider cutting all Friday events, the movie in the park, and the firework show. Councilmember Wilson said that if they eliminated those events, it would result in a savings of about $50,000, and she emphasized that every little bit could help.

Councilmember Saxton asked if the City had ever approached Roy High about coordinating a firework supplier. He noted that Roy High used a lot of fireworks and wondered if they could save money by working with them. Parks and Recreation Director Howard replied that they could look into this, although she anticipated that the savings would not be substantial. Parks and Recreation Director Howard added that the kind of fireworks used by Roy High were smaller and less long-lasting than the kind of fireworks used for Roy Days. Councilmember Wilson also brought up that ordering time might pose an issue. There was a short aside about the location where the fireworks were set off for both Roy High and Roy Days.

Councilmember Wilson added that if they got rid of the fireworks, they would also avoid having to pay for police and security during that period. Councilmember Wilson noted that there was a lot of vandalism and petty crime that took place during the show. Councilmember Jackson expressed support for cutting the fireworks for safety reasons as well and said they were a liability. Councilmember Sphar spoke in favor of cutting the fireworks as well. Councilmember Hulbert thought there was a community element to the fireworks and said she did not want to cut the fireworks show as she felt it was a tradition. Councilmember Hulbert said she would rather cut the movie night. Councilmember Hulbert also pointed out that Roy Days received sponsorship funds which would offset some of their costs.

Management Services Director Kelley outlined the schedule for the City's budget moving forward. She said she could present a budget at their next meeting with a modified Roy Days budget.

Councilmember Hulbert said she was concerned that bringing the fireworks back in the future might pose an issue. Councilmember Wilson appreciated that the fireworks show was a long-standing tradition in Roy City, although she said that the budget was at a critical point and they needed to make cuts that were sometimes painful. Parks and Recreation Director Howard commented that the salmon bake was covered by sponsorship funds for next year. Councilmember Wilson clarified that the salmon bake was largely volunteer-run, so the personnel costs were low.

Councilmember Saxton asked if they could increase the cost of tickets for the salmon bake by a dollar or two, and if a small increase would allow them to avoid needing to cut other events. Councilmember Wilson clarified that they currently had all of the events in the budget, but they were considering cutting some in order to save money. Mayor Jackson pointed out that many seniors came to Roy Days specifically for the salmon bake and said she would not want to cut the event entirely, but thought it would be great to find a way to lower its costs. Mayor Jackson said that the Council could forego free tickets for the event and pay their own way. Councilmember Wilson listed the costs associated with the salmon bake and movie in the park. Councilmember Wilson opined that they cut the movie on Friday. Councilmember Jackson credited Councilmember Wilson for finding ways to be more fiscally conservative and cut some of their extra costs.

Councilmember Wilson summarized that it seemed the Councilmembers were in favor of cutting the fireworks show and movie, but they wanted to preserve the salmon bake since they already had dedicated sponsors for that event. Councilmember Wilson said they could also consider limiting free tickets for staff and volunteers. Councilmember Wilson said that she personally liked the salmon bake event, so she wanted others to take the lead about the decision to cut it or not. Parks and Recreation Director Howard asked for direction about the fireworks since she needed to order supplies soon, if they wanted to do the show. Parks and Recreation Director Howard added that the tickets for the salmon bake were $15 but they could consider increasing them to about $18. Councilmember Wilson concluded that the Council was in favor of cutting the fireworks show and the movie.

2. Points of Information to Public Comments

Councilmember Wilson offered an overview of the main comments and questions that the Council received. Councilmember Wilson first clarified that the proposed 28% property tax increase from the previous year had not been approved, and as such they were still in a budget deficit and had been unable to fix their wage issues for City employees. She reported that employee turnover in the City had actually increased, and she emphasized that turnover cost the City money, since they needed to pay to hire and train new employees.

Councilmember Wilson then went over questions about the current proposed property tax increase. She said that the increase would result in an average increase of $17.74 per month, or $213 per year for the average Roy City household. She explained that Roy City did not get the entirety of the taxpayer's property tax payment. Councilmember Sphar added that the 55% figure was not yet set in stone and was subject to change. Councilmember Wilson also explained it was possible for the tax rate to go down, and she said there had only been five increases in the last several decades.

Councilmember Saxton said that previous Councils had increased sales tax rates sporadically as well, but this had not happened in years. He said that the flatlining of the sales tax revenue was part of the reason that they were experiencing issues now.

Councilmember Jackson provided information about how property values and property taxes were calculated. Councilmember Wilson emphasized that she and the other Councilmembers were all working to bring the tax rate down and acknowledged that the raise also impacted them and their families personally.

H. <u>City Manager and Council Report</u>

Councilmember Wilson first stated that they were not doing the light poles. She then reported that the graduation signs that were posted around the City were paid for by Roy High School. She also announced that the grave decorations were being taken down soon, although the decorations would be stored at the Roy Recreation Center for people to collect any items they had placed. Councilmember Wilson lastly reminded the Council about the upcoming Concert in the Park.

Mayor Jackson reiterated Councilmember Wilson's comment about the Roy High signage and confirmed the signs were not paid for by the City.

Councilmember Saxton reported he had received concerns from a resident about 6000 South. He also announced that Wells Fargo had a new signed and they planned to be open by the end of the summer.

Mayor Jackson concluded the meeting by expressing that she and the Council were working hard to find solutions for the City. She thanked the public for being so engaged with Roy City.

I. <u>Adjournment</u>

Councilmember Sphar motioned to adjourn the meeting; Councilmember Saxton seconded the motion; all present members voted in favor and the meeting adjourned at 7:33 p.m.

Ann Jackson, Mayor

Attest:

Brittany Fowers, City Recorder

ROY CITY CORPORATION
Work Session Minutes
Date: June 9, 2026
Time: 5:30 p.m.
Roy City Basement Conference Room, 5051 S 1900 W. Roy, UT 84067

These are the pending minutes that have been prepared in draft form and are subject to change before being approved by the public body that held the open meeting. Notice of this meeting was provided in accordance with Utah Code Ann. § 52-4-203. This meeting was also streamed on YouTube, and the video archive can be found at youtube.com/@RoyCityCorporation.

Elected Members present:
Mayor Ann Jackson
Councilmember Hulbert
Councilmember Jackson
Councilmember Saxton
Councilmember Sphar
Councilmember Wilson

Legislative Staff present:
City Manager, Matt Andrews
City Recorder, Brittany Fowers

Legal Staff present:
City Attorney, Matt Wilson

Department Directors present: C.E.D Director, Brody Flint; Police Chief, Matt Gwynn; Fire Chief, Theron Williams; Parks and Recreation Director, Michelle Howard; Public Works Director, Brandon Edwards.

A. **Welcome and Roll Call**
Mayor Jackson welcomed those in attendance and noted which Elected Members were in attendance.

B. **Topic of Discussion**
1. Fiscal Year 2027 Budget

Mayor Jackson announced that the City needed to finalize their budget by June 16th. She discussed how she, the Council, and City Staff had worked very hard to solve the budget issues and reminded the audience that there was not a public comment section that evening. She indicated where on the City's website the public could find more information about the budget.

Mayor Jackson shared that the Council had cut the fireworks show at Roy Days in order to save money, but a local resident and personal friend, Mike Sholtz, had donated $35,000 to fund the fireworks display. She said that Mr. Sholtz's wife had a foundation that would cover the costs. She also reported that another private citizen, who wished to remain anonymous, had donated money as well to pay for the police security at the event. Mayor Jackson emphasized that thanks to the generosity of these two residents, the fireworks show and police presence at Roy Days would be possible.

Councilmember Wilson asked the Council to establish what their ultimate goals for the City were. She pointed out that if the Councilmembers all had different goals for the meeting and for the budget, it would be difficult to come to a resolution. Councilmember Wilson shared what her own goals were, and she said her top priority was to close the wage gap in Roy City and get the staff to median wage. She spoke about the importance of fiscal responsibility and said that for her, it seemed irresponsible to use one-time monies. She also stated that it was her goal to avoid a tax increase the following year.

Councilmember Jackson thought it was a good idea to find their shared goals. She first asked for clarity about if it was more accurate to refer to the 'average' or 'mean' wage. City Manager Andrews replied that it was most accurate to use 'average.' Councilmember Jackson then said she was committed to achieving an average wage that year in order to stem the employee turnover.

Councilmember Hulbert agreed that wages were a top priority for her, although she added that she wanted to be careful about what cuts they made so that they did not unduly impact the residents. She discussed that the residents were not at fault for the choices that the City had made over the last two decades and she did not want them to be punished by the loss of services.

Councilmember Sphar also agreed that closing the wage gap was important to him, and he clarified that his main concern were the wages on the lower end, where he felt there was more of a disparity. He commented that the wage gap and ensuring turnover was a loss of money for the City. Councilmember Sphar discussed that while his original hope was to gradually adjust the wages over three or four years, he was increasingly realizing that they needed to do as much as possible this year to fix the issue.

Councilmember Saxton firstly announced that the City was not going to paint the street poles, which would save the City about $80,000. Councilmember Wilson interjected to note that the money needed to remain in their Class C Road fund; they could not transfer that money to their General Fund. Councilmember Wilson also noted that they needed three Councilmembers to affirm that they were not painting the street poles. Councilmembers Sphar and Hulbert provided the additional votes.

Councilmember Saxton then opined that a 55% increase was too high. He felt that if they went with the 55% increase, it was still possible that they would have to do another increase the following year. Councilmember Saxton said that his previously presented suggestion of an 18% increase would work and reiterated some of the details of his proposal. He stated that his goal was to shrink the 55% figure and said the lowest alternative he had heard thus far was 30%, which he still felt was too high.

Councilmember Jackson said that it seemed the end goals for all of the Councilmembers were distinct. She said that for her, the goal was to pay the City Staff an average wage and said she did not want to compromise on 'average.' She said that Councilmember Saxton's goal of shrinking the property tax increase would result in them having to reduce the COLA. Councilmember Jackson said the 55% tax rate had been calculated specifically to get City employees up to an average wage. She summarized that it seemed she and Councilmember Saxton were not on the same page and asked what tax rate he would be comfortable with. She noted that a 30% tax rate still left City employees 10% below the average. Councilmember Saxton said he was comfortable with keeping the employees 10% below for one more year and said he did not understand why the other Councilmembers wanted to completely remedy the wage gap in a single year. Councilmember Saxton expressed that he deeply appreciated and trusted the Staff, although he did not think it was necessary to adjust the wage gap this year. Councilmember Saxton emphasized that the 55% increase would greatly impact the residents of Roy City. Councilmember Saxton also noted that other cities in the area had used one-time funds to resolve issues and he did not think it was unreasonable for Roy City to dip into their reserves to fix this problem and alleviate the burden on taxpayers.

City Manager Andrews responded to the comment about one-time funds. He explained that using one-time funds was essentially like taking out a loan and he said if they were unable to pay that back it would cause further issues down the road. City Manager Andrews added that their fund balance was actually lower than other cities in the area, and so especially for that reason he would not recommend that they take money out of their reserve funds. Mayor Jackson asked if departments in the City got to spend any leftover money in their budgets at the end of the fiscal year and City Manager Andrews replied that they put unused funds back into the Capital Projects fund. City Manager Andrews added that although other cities allowed departments to spend leftover funds, Roy City did not have that mentality.

Mayor Jackson asked how much money had been saved by the Councilmembers in the last several years by not taking their COLA increases or any other raises. City Manager Andrews summarized it had resulted in a savings of about $41,000 over the course of the last five years. Mayor Jackson felt that was a substantial savings and felt it was important for the public to recognize that the Councilmembers were committed to saving money for the City. Mayor Jackson commented that she had been working tirelessly with the City Staff about how to lower costs within the City and resolve their budget constraints. She added that whenever they made cuts to City services residents got upset about it and occasionally, they stepped in and donated money to save the service, such as with the Roy Days firework display.

Councilmember Jackson also reiterated the point that if they took events and services out of the budget, that was a permanent change. Councilmember Hulbert emphasized this point and said both the Council and public needed to be aware of that point.

Councilmember Wilson said if they cut the Roy Days' Friday events and the fireworks show from the budget that would yield a 1% tax increase. She asked what would happen if they left those items in the budget even though they were being paid for with donations. City Manager Andrews explained that if they cut the items from the budget but had them covered by a private donation, it would essentially be a revenue offset and would be considered a one-time donation, unless the sponsors agreed to cover the events on an ongoing basis.

Councilmember Sphar commented that it was frustrating to have to comb through the budget and cut so many services and events that cultivated a sense of community in Roy. He wished that there were higher-cost items that they could cut, since many of the items that they had identified were relatively small. He discussed that all departments in the City were important and he did not want to have to substantially make cuts to any of them. Mayor Jackson agreed that it was difficult to have to make cuts to City services that were valued by residents. Mayor Jackson spoke about how she and her family had personally benefitted from Parks and Recreation programs, Roy Days, and other City services. Mayor Jackson noted that it was also important to have competent employees who were well-paid working for the City. Mayor Jackson added that Roy City was a relatively low-cost town to live in and said that she did not want a tax raise, either, although she knew that they needed to find a way to solve their budget crisis. Mayor Jackson said that she certainly did not want to enact a historic tax raise and she spoke about how she and the City Staff had been working hard to find ways to cut the rate down.

Councilmember Jackson shared some estimates about how much cutting certain events and services would save the City overall. Councilmember Jackson discussed that at first, she thought that making small cuts across all of the departments could be enough to alleviate the budget deficit. She said that the more she looked into the budget, however, she had found that smaller cuts were not sufficient. She used the example of the salmon bake at Roy Days, and said that although it seemed like a substantial amount of money, it did not make a real impact on the City's overall budget. Councilmember Jackson emphasized that they needed to make more serious cuts to the City's departments in order to make a difference. She highlighted that she was not willing to continuing underpaying employees in the City. She stated it was crucial that they paid a fair, livable, wage to City Staff. She expressed how important it was to stop the turnover in the City and called for the Councilmembers to do more than make 'good faith' budget cuts.

Councilmember Jackson listed some items that she thought could be cut from the budget. She first proposed the Roy City recreational tackle football team. She noted that there were alternative club teams in the area, so if Roy youth wanted to play on a team they could still do so. She acknowledged that it only accounted for 0.5% of the overall budget, but thought it was a reasonable cut that would not disproportionality impact the residents of the City. She also noted that the attendance for the salmon bake had trended down in recent years, so they could consider cutting that as well.

Councilmember Hulbert asked if some of the recreational sports teams made money and Parks and Recreation Director Howard replied that most of their teams did make money or at least broke even through the revenue raised from fees. Councilmember Wilson commented that so far that year, their teams had resulted in $12,000 in revenue for the City.

Councilmember Wilson circled back to Councilmember Saxton's claim that the 55% increase did not represent or serve the Roy citizens. Councilmember Wilson pointed out that because the high turnover actually cost the taxpayers' money, and so she argued that a tax increase would actually yield higher-quality and more cost-effective City services for residents. Councilmember Saxton opined that the City could maintain a good level of service by turning their Fire department over to Weber, withouth having to increase their taxes. Councilmember Saxton reaffirmed that he did not think it was acceptable to levy a 55% increase on the residents. Councilmember Wilson stated that it was important to consider what '55%' meant. She said that 55% in Roy equated to about $17 per month, and reiterated that the employee turnover was costing the residents far more than that amount.

Councilmember Saxton spoke about the reason for the Truth in Taxation law and said it was important to consider that for some residents and businesses in Roy City, the tax increase would be an undue burden. He emphasized that he wanted to help the Council and the City. He said it was not acceptable to make cuts to City services like the football team. Councilmember Saxton expressed that he was not against helping the City Staff and recalled that he had been the one to advocate for COLA raises back in March. Councilmember Saxton opined that the Council just needed to show momentum; they did not need to solve the entire wage gap issue in one year. He thought it was absurd that the other Councilmembers refused to use reserve funds.

Councilmember Wilson stated it was not feasible or wise to use one-time expenses to cover COLA increases. Councilmember Hulbert commented it was important to look to the future and not end up in the same position again. Councilmember Wilson added that if they annexed into Weber Fire District, it would result in a small savings for the City. City Manager Andrews provided additional context about how the use of one-time monies would function as well as the timeline for approving the budget. Councilmember Hulbert summarized that the Council had time to think through some of Councilmember Saxton's ideas as well as other cost-saving ideas. Councilmember Jackson then elaborated about the tax implications for Roy residents if they were to annex into Weber Fire.

Councilmember Hulbert proposed some ideas for cuts. She first brought up the Beautification Committee, which she acknowledged did not have a large budget. She explained that the actions of the committee aligned with the work of Parks and Recreation and she reported that she had consulted with City Staff, who had told her cutting their budget would be okay. Mayor Jackson listed some of the things that the City did with the Beautification fund, including decorating light poles and xeriscaping. Parks and Recreation Director Howard proposed creating a Parks and Recreation Commission in lieu of the Beautification Committee, which could serve as an advisory board for the Parks and Recreation department. Councilmember Wilson also suggested cutting the Arts Council. Councilmember Hulbert agreed they could cut back on the Arts Council although they should not get rid of it entirely because it received grants. Councilmember Hulbert added that the Arts Council was volunteer-run and she acknowledged how hard the volunteers worked. Councilmember Wilson proposed that the number of Arts Council events be cut down and the other Councilmembers agreed that was a good option. Councilmember Hulbert added that the Council should work with the Arts Council on a potential restructure.

Councilmember Wilson asked how much it would be to cut down on the dumpster program. City Manager Andrews replied he could look into that although he clarified that the funding for that did not come out of the General Fund. Councilmember Hulbert highlighted the point that not all of the City's employees were paid from the General Fund; some were paid from the Enterprise or other funds.

Councilmember Hulbert expanded on her point and gave the example of the Christmas lights. She said that even if those were cut, that would not impact their fund balance. Councilmember Wilson added that the Christmas lights were partly discounted and she and City Manager Andrews briefly discussed fixed costs. Mayor Jackson spoke about the many services in Roy City, like the Christmas lights, that gave Roy its character. Mayor Jackson said that she knew of many residents who were willing to pay the 55% property tax raise in order to preserve their level of service. Parks and Recreation Director Howard provided more information about how the department allocated labor for the Christmas lights. Mayor Jackson reiterated how great the Christmas lights were for the City. Councilmember Wilson added that when people came to Roy to see the lights they also spent money, so there was an economic benefit. Councilmember Sphar agreed, though he noted it was difficult to quantify that kind of economic gain.

Councilmember Hulbert said they needed to close the gap between revenue and expenses. She wondered if they could set up the City in a way that would enable them to track the correlation between the money they spent on advertising and revenue generated in the City. Councilmember Wilson commented that there were many businesses coming into Roy, including a hotel, that would further the City's economic development. Councilmember Wilson added that it was particularly helpful that Roy was located right off of the highway. Councilmember Wilson said they just needed to wait to see the benefits of those businesses.

Mayor Jackson provided context about why their previous 28% proposal had not gone through. She said that the City had done everything correctly, although there had been unclear legislative changes at the State level that she felt had set Roy City up for failure. City Manager Andrews elaborated on this point and said that last year, there had been changes in State legislation about noticing and Roy City, as well as many other taxing agencies, had failed to comply with the updates. City Manager Andrews explained that the specific issue for Roy was in regard to noticing on their website. Councilmember Hulbert added that State laws like that one cost the municipalities money to implement, which in turn cost their taxpayers more money. Councilmember Hulbert said that the League of Cities and Towns often tried to push back on those kinds of State-led initiatives for that reason.

Councilmember Jackson asked the Council to elaborate on their cost-savings ideas as well as their findings about the Roy City workforce. Councilmember Hulbert replied that Roy City staff was very lean, and she gave details about the Parks and Recreation department as an example. Councilmember Hulbert noted that although there were several part-time and seasonal staff members, there were surprisingly few full-time Staff members. Councilmember Hulbert also brought up Public Works and Public Works Director Edwards commented that even his high-level supervisors got out and worked in the field; not just in the office. Public Works Director Edwards added that many of his employees were cross-trained. Councilmember Hulbert then observed that their Economic Development team was very small as well. Councilmember Hulbert commented that despite the staffing difficulties, Roy City still maintained a very high level of staffing and was willing to let people go if they did not meet City standards. Councilmember Hulbert summarized that Roy City's staff was smaller than many comparably sized cities.

Councilmember Wilson addressed public comments she had received about making cuts to City Staff. She specifically acknowledged one suggestion the Council had heard to cut eight full-time employees.

She assured the audience that the Council had looked very carefully at the feasibility of doing this and said that the departments were already operating with limited staff. She said that the Council had looked through each position in the City very carefully and were aware of the exact cost and function of each role. Councilmember Wilson summarized that they needed to show respect and consideration for the employees of the City and the much-needed services that they provided.

Councilmember Sphar said that he hoped to see sales tax revenue continue to trend upwards, which would help alleviate the need to increase the property tax. Councilmember Wilson said that all the Councilmembers agreed it was important to pay their employees better. Councilmemember Jackson noted that Councilmember Saxton also felt it was crucial to pay the employees a fair wage; he just had a different approach than the others. Councilmember Saxton expounded on his plan and affirmed that it did not forget City employees. Councilmember Jackson asked what would happen the following year if they went with his suggestion to use one-time funds. Councilmember Saxton anticipated that the Council would be able to pay back their reserve funds with sales tax generated throughout the year. Councilmember Saxton emphasized that almost none of the residents he had spoken to were in favor of the increase. Councilmember Saxton added that his plan did not require making any cuts.

Councilmember Hulbert summarized that Councilmember Saxton's approach was to take two years, rather than one, to fix the wage gap. Councilmember Saxton pointed out that since the Council would be the same in the following year, it would be appropriate to have a two-year plan. Councilmember Wilson commented that she, Management Services Director Howard, and other Councilmembers had held meetings in which they ran the numbers to see what would happen if they made various choices. City Manager Andrews noted that those estimates had been made with the assumption that Roy City kept its fire department and said they could generate new projections about revenue if they chose to annex into Weber.

Councilmember Wilson spoke about how quickly the reserve fund would dwindle if they dipped into it to cover employee COLAs. Councilmember Saxton said again that they could pay it back with sales tax revenue, or if sales tax was insufficient, then at that point they could raise property tax again. Councilmember Wilson said that if they went with the 30% tax increase, it would not entirely close the wage gap, and she asked Councilmember Saxton how the City would come up with the missing 10% needed to get their employees to average wage. Councilmember Saxton acknowledged there were no guarantees, although he said that his plan would at least give the Council a chance to keep its momentum. Councilmember Saxton said that his plan assured a 2.5% COLA for employees. Councilmember Wilson and Councilmember Hulbert replied it made them nervous to dedicate one-time funds for such a use.

Councilmember Jackson appreciated that Councilmember Saxton's goal was to lower the 55% figure. Councilmember Jackson discussed that based on her experience with City Staff, she felt that the wage gap issue was very dire and they did not have time to solve it over the course of two years. She said that she knew of many employees in the City who were actively seeking new jobs because they were underpaid.

Councilmember Hulbert added that this decision was also about the residents, since they would lose services if they had another exodus of City employees.

Councilmember Saxton acknowledged this point, although he believed that the residents of Roy City could not handle such a high property tax increase. He pointed out that $17 per month was the average, and for some people it would be much more than that amount. Councilmember Jackson discussed the way that property taxes were calculated. Councilmember Jackson appreciated that the property taxes were difficult for everyone in the City, including her personally, although she emphasized that she did not see another way out of their budget crisis without raising the taxes. Councilmember Jackson said that currently, their tax rate was below average and they charged very little for services. Councilmember Jackson said that the proposed tax rate increase was reasonable given the level of services the City provided.

Councilmember Wilson stated that the Council had tried to be reasonable to everyone and she did not think that the tax rate would cause them to lose credibility as a City or a Council. Councilmember Saxton opined that passing a 55% tax rate would signal to taxpayers that the Council was not able to work with the Staff. Councilmember Saxton said they would have the same fight the following year.

Councilmember Hulbert offered some information about the history of the COLA. She said that there had been no COLA from 2010 to 2018, and there had been a five-year freeze on merit raises as well. She said that those pauses were part of the reason the City was in this predicament now and she stated she did not want the Council to end up facing this problem again in the future. Councilmember Hulbert was conscious of the fact that the economy was not in good shape, although she said she also did not want the City to fall apart if there were not enough employees to run it. Councilmember Hulbert said she wanted to hear from residents about what they wanted and if they would be in favor of a two-year plan to adjust the wages.

Mayor Jackson commented that she had spoken with mayors in other cities and reported that many other municipalities had faced similar difficulties to what Roy was dealing with. Mayor Jackson said that it had taken other cities many years to get out of the financial hole, but eventually reached a point where they were able to function with just 2-3% tax increases every year. Mayor Jackson added that Roy City had less space than many of these other cities and thus had less options for development. Councilmember Sphar agreed that Roy City was more of a redevelopment city than a development city. Mayor Jackson said that many of the surrounding cities were able to pay more than Roy City and many of their former employees had left Roy to go work for those cities' governments.

Mayor Jackson thanked everyone for their comments that evening and said she and the Council would continue to listen to public comments and work towards a solution.

C. Adjournment

Councilmember Sphar motioned to adjourn the meeting; Councilmember Saxton seconded the motion; all present members voted in favor and the meeting adjourned at 7:47 PM.

____
Ann Jackson, Mayor

Attest:

____
Brittany Fowers, City Recorder

ROY CITY CORPORATION
Council Meeting Minutes
Date: June 16, 2026
Time: 5:30 p.m.
Roy City Council Chambers, 5051 S 1900 W. Roy, UT 84067

These are the pending minutes that have been prepared in draft form and are subject to change before being approved by the public body that held the open meeting. Notice of this meeting was provided in accordance with Utah Code Ann. § 52-4-203. This meeting was also streamed on YouTube, and the video archive can be found at youtube.com/@RoyCityCorporation.

Elected Members present:
Mayor Ann Jackson
Councilmember Hulbert
Councilmember Jackson
Councilmember Saxton
Councilmember Sphar
Councilmember Wilson

Legislative Staff present:
City Manager, Matt Andrews
City Recorder, Brittany Fowers

Legal Staff present:
City Attorney, Matt Wilson

Department Directors present: Management Services Director, Amber Kelley; C.E.D Director, Brody Flint; Police Chief, Matt Gwynn; Fire Chief, Theron Williams; Parks and Recreation Director, Michelle Howard; Public Works Director, Brandon Edwards.

Presenters: N/A

A. Welcome and Roll Call
Mayor Jackson welcomed those in attendance and noted which Elected Members were in attendance.

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

C. Pledge of Allegiance
Councilmember Jackson led the audience to recite the Pledge of Allegiance.

D. Presentations
1. Budget Findings and Options – Councilmember Jackson

Councilmember Jackson presented some of her findings for the budget. She firstly provided some points of clarification about the budget process and made it clear that she took the budget very seriously. She shared a QR link to tax relief resources. Councilmember Jackson highlighted a new State law that impacted the budget process for municipalities and explained its intent was to increase transparency for the public. She offered an overview of the history and timeline for the budget approval process. She stated that the purpose of the evening's meeting was to adopt a tentative budget. She explained the resolutions that were passed during the May fifth Council meeting and clarified that the budget was not agreed upon at that meeting.

Councilmember Jackson shared several other points about the Truth in Taxation process. She commented that it was not a process in every state. She explained the reasons that the tax rate changed from year to year and commented that there was actually a downward bias for personal property taxes. Councilmember Jackson stated that property taxes were the most stable source of revenue for municipalities. Councilmember Jacksn shared her calculations about the average property taxes for Roy City. She additionally commented that Utah had the fifth-lowest property tax rate in the country, and Weber County in particular was just below the average.

Councilmember Jackson then explained why Roy City had a budget shortfall. She said that the budget would be balanced if not for the concerns about personnel and wages. She stated that 100% of their proposed property tax rate was intended to support full-time City employees. She expressed that the City had a large turnover issue and was losing many critical employees due to their low wages. Councilmember Jackson discussed the findings of market studies that compared Roy City with several nearby cities of similar size. She summarized that the studies had shown Roy City paid less than other municipalities and the private sector for comparable jobs. She emphasized that these surveys revealed that their wage gap issue was urgent and needed to be rectified quickly. Councilmember Jackson showed a graph that illustrated how Roy City's wages ranged from 10-50% below national averages.

Councilmember Jackson then moved on to the history of the COLA and Roy City tax increases. She reported that Roy City had raised their tax rate five times since 1997, and she explained those adjustments had been to keep the rate from falling naturally. She reported that there had been multi-year periods in which COLA and merit raises had been suspended for City employees. She said this pattern revealed that Roy City had repeatedly needed to raise taxes in order to account for the gaps in wages that resulted from suspending raises. Councilmember Jackson listed some dollar amounts to illustrate how much Roy City employees were losing in income. She stated that the low wages were directly contributing to high turnover rates and she expounded on the ways that turnover harmed the City. She specifically noted that it was very costly to consistently hire and train new employees, as well as the fact that turnover resulted in a loss of expertise. She emphasized how understaffed the City currently was across all departments. She added that many of the employees who had quit specifically cited the low pay, even though they liked the culture of the workplace.

Councilmember Jackson listed many of the cuts that the City had already made across multiple departments, including Public Works and Parks and Recreation. She said that in Parks and Recreation, there had been substantial cuts to Roy Days in particular. She also listed some of the cuts made by the Police and Fire departments. She noted that some of the cuts would cause issues down the road. Councilmember Jackson said that each department head had been able to justify every dollar that they spent and she emphasized that the department heads were all very frugal. She reported on some of the ways that the Parks and Recreation and Public Works departments had gone above and beyond to find ways to save money.
Councilmember Jackson moved on to certain items that had been proposed to be cut. She said they needed to consider what the actual financial impact of cutting those items would be. She shared a graph

that illustrated the City's overall budget and highlighted the General Fund, which was where the property taxes would go. She listed the services and personnel that were paid for by the General Fund. Councilmember Jackson explained she had designed an app that showed how much money would be saved by cutting particular services or raising the tax rate. She shared some examples of the projections generated by the app. She showed that some of the proposed cuts did not substantially impact the General Fund overall or resolve their budget deficit.

Councilmember Jackson went through the pros and cons of some of the options that had previously been proposed. Councilmember Jackson noted that the City's fund balance was overall healthy and she offered some examples of one-time expenses that the City had paid for with the fund balance. She said that using the fund balance for the COLA raises was an option she was looking into, although this would create issues down the road since the raises compounded year after year. She also explained that making staffing cuts in Public Works posed a challenge since most of the employees were part time, so if they wanted to cut the equivalent of two full-time positions that would actually result in the loss of six part-time employees. She similarly noted that the other employees who were paid out of the General Fund were necessary to keep the City functioning.

Councilmember Jackson said that there had been an attempt the previous year to have a two-year approach to resolve the wage gap, although it had been unsuccessful since the property tax rate increase had not been approved. She stated that a 55% property tax raise would result in an average of $17.76 per month for Roy City households and would generate $2.8 Million in revenue for the City. She explained the tax implications of annexing into Weber Fire District and summarized that it would result in a slightly higher tax rate the following year, although this was something the City could negotiate with the district. Councilmember Jackson expressed again how hard she had worked on the budget and concluded by explaining that

Councilmember Hulbert thanked Councilmember Jackson for all of her work and explanation of the budget, particularly the app she had designed. Councilmember Hulbert affirmed Councilmember Jackson's findings that Roy City employees liked the culture of working for the City. Councilmember Wilson thanked Councilmember Jackson as well for her presentation.

2. Fireworks – Councilmember Jackson

Councilmember Jackson went over this item as well. She discussed the Roy Days fireworks show. She explained that the proposal to cut the show was for safety reasons rather than financial reasons. She expressed gratitude to the private citizen who had offered to sponsor the show, although she said that she wanted to bring the discussion back up since there safety implications in doing the show.

Mayor Jackson spoke about how Mike Shultz, the Speaker of the House for Utah and her personal friend, had offered to fund the fireworks show since the City was unable to fund it. Councilmember Hulbert agreed that while there were safety risks from the show, the reason the fireworks show had been brought up was due to their budget issues. Councilmember Wilson echoed this comment and appreciated that there were calculated risks in doing the show but felt that they could be managed.

3. Points of Information to Public Comment – Councilmember Wilson

Councilmember Wilson provided some clarifying context for the public about the proposed tax increase. She discussed how years ago, when she was a private citizen, she had felt that the City needed to make budget cuts. She said that now, as a Councilmember, she knew that the City had done everything they could to lower their costs.

Councilmember Wilson first addressed how a 55% tax rate would actually impact the average Roy household. She explained that Roy was unique from other cities and said that their current property tax rate was 0.001618%. She said that if they applied the 55% increase to that, it would result in an average of $17.76 per month. Councilmember Wilson elaborated that using a percentage provided very little information and explained it was better to focus on dollar amounts. She also went over what would happen if they split this plan into two years and said doing so would essentially just kick the can down the road. She emphasized that focusing on percentages was a disservice to everyone and did not provide meaningful information.

Councilmember Sphar overviewed the tax increases over the years. He discussed that he had conducted research in conjunction with City Staff about how their certified tax rate had changed over time. He reported that historically, Roy City's tax increases had not been sufficient to meet inflationary needs. He added that the City's money became worth less over time due to inflation. Councilmember Wilson stated that this research showed why it was important to adjust their tax rate.

Councilmember Wilson next debunked the claim that Roy City had the highest tax rate. She explained that given the level of services that Roy City residents received, the rate was actually very reasonable. Councilmember Wilson additionally explained that property values did not automatically impact Roy City's budget and noted that the County determined how much money the City actually received. Councilmember Wilson addressed the claims that the tax raise would disproportionally impact certain demographics, like single-parent homes or widows, and she said that there were many tax relief programs. She encouraged people to reach out to them if they needed help in accessing resources.

Councilmember Wilson noted there had been comments about terminating manager positions in the City. She said the idea that eliminating managerial positions in Roy would have detrimental effects on the City's level of service as well as the culture in the workplace. She explained it was important for everyone in the City to maintain a productive and welcoming workplace atmosphere. She then explained why it would not be an effective solution to lay off the last eleven positions hired in the City, which had been a recommendation of the previous mayor. Councilmember Wilson noted that many of the positions included in that category were vital to the functionality of the City as well as revenue generation.

Councilmember Sphar provided an overview of the purchasing program for City vehicles. He said that the City purchased new trucks every year, which was something that residents had taken issue with. Councilmember Sphar explained that the City received a fleet discount when they purchased new vehicles, so they were able to purchase them at a lower cost than their market rate. He added that the City then sold the vehicles at the end of the year, at which point they had still retained most of their value. He explained that this strategy actually meant that the City was able to make money this way since they were often able to sell the vehicles for more than what they had purchased them for. Councilmember Sphar summarized that the current purchasing program was more cost-effective than leasing vehicles or keeping them for years. Councilmember Sphar then noted that the City carefully managed the way that gas was reimbursed and confirmed that the gas cards were carefully maintained. Councilmember Wilson emphasized that the purchasing program was the most fiscally responsible option for the City, even though the optics seemed negative at first glance. Councilmember Jackson added that there was more information about vehicle purchasing and other City policies on the website, as part of their efforts to increase transparency.

Councilmember Wilson finally addressed the comments she had heard about eliminating any non-essential services and departments in the City. Councilmember Wilson discussed that based on her research, the benefits of the Complex outweighed any of the costs. She reported that for every single dollar spent on the Parks and Recreation department, it yielded a savings of about four dollars. She elaborated on the services that Parks and Recreation offered and highlighted how many people took advantage of its services and amenities. Councilmember Wison opined that the Aquatics Center and Complex served as an essential service in Roy City, particularly since they catered to the aging population of the City.

Councilmember Hulbert added that she had done some research as well and added that nationwide, the average savings from every dollar spent on public programs was up to $13. Councilmember Hulbert expounded on the benefits of the Complex and other amenities. Councilmember Hulbert also expressed that she and the other Councilmembers had done months of intensive research to ensure that the services they were continuing to fund were beneficial to the City. Councilmember Hulbert thanked the public for bringing certain issues to the Council's attention and said public comments helped to direct their research.

Councilmember Saxton appreciated the amount of work that the other Councilmembers had put into their research, although he expressed that their findings did not negate the fact that the tax raise would be a significant burden on Roy City residents. Councilmember Saxton discussed that he had received many emails from residents that expressed how the increased tax rate would be unsustainable for them. Councilmember Saxton thought it would be valuable to have a better idea of how much the increase would cost the City's commercial partners. Councilmember Wilson agreed it would be great to have more information about the actual dollar amounts.

Councilmember Sphar said that when he joined the Council, he had been hopeful that he could bring the tax rate down and he expressed frustration that he had been unable to do so. Councilmember Sphar then discussed that during his campaign for the City Council, he had advocated against closing the Complex. He added that since joining the Council, he realized that even if they did choose to close the Complex, it would not resolve the budget issue. He concluded that he did not think closing the Complex should be a decision left to the Council and said that he would want to have the public vote on such a large decision. He said that if the public thought the Complex should be closed, they should advocate for putting it on a ballot.

Mayor Jackson brought up the Aquatics Center. She opined it was a great facility and pointed out that when people came to Roy to use the center, they also often ended up spending money at local restaurants and gas stations.

E. <u>Public Comments</u>

Mayor Jackson opened the floor for public comments. Public comments are held to a 3-minute maximum per speaker in accordance with the Roy City Council Meeting Rules of Procedure and Order.

Geoffry Cox stated he was very impressed with Councilmember Jackson's presentation. Mr. Cox said the Council's transparency and fiscal restraint was clear throughout the presentation. He shared that during his career, he had worked on budgets as well, particularly for fleet management, and he discussed that there were hidden costs in Roy City's vehicle purchasing program. He added that he had researched many other cities of comprable size to Roy and had not found another one with a one-year rotation.

Barbara Gentile commented that she was a member of EoS gym and reported that the gym actually did have programs for seniors, in response to the Council's previous discussion about the Roy City Aquatics Center and Complex. Mrs. Gentile then asked the Council if they were listening to the residents of Roy and discussed comments about Roy City wages that had been made by the former Roy City mayor, Robert Dandoy. She said that Mr. Dandoy had called for a City administration that made cuts to their budget in order to rectify the wage gap issue, and she agreed that the City needed to find a way to resolve their budget crisis without a property tax increase.

Kevin Homer discussed the advantages and disadvantages of Roy City's potential annexation into Weber City fire district and concluded that he was overall in support of the annexation. Mr. Homer additionally asked the Council to be more mindful of including citations and references when they discussed studies or statistics. He expressed it was very important to include a clear reference for any claims that they made.

Melissa Conkling stated she had originally been very upset about the proposed 55% increase, but appreciated the Council's presentation. She said that given the information and context they had provided, she now understood that the increase was more reasonable than what she had previously thought. She did not approve of the high salaries for some of Roy City's top-level employees; however, and she opined that the Council needed to continue looking for budget solutions that did not disproportionately impact the taxpayers. She noted that the tax increases were hard on certain residents, such as senior citizens. She summarized that the Council was doing a good job overall and appreciated their work, but said they needed to keep working hard to find solutions.

Richard Jensen advocated for the Complex. He said it was a great service for the City and shared that he used it several times a week. He suggested that the pricing for the Complex be based off of income or eligibility for Medicare programs. Mr. Jensen additionally discussed COLA raises and said that although he appreciated the need for raises, he did not think they were necessary every year, particularly for the top earners in the City. Mr. Jensen also mentioned the potential annexation to Weber Fire. He finally suggested that the Council go with option number three for the tax increase.

Bryanne H. said that she was a mother and had raised her daughters next to a City-owned park. She opined that the City should do more to involve the youth. She thought that they should implement programs for high school students to give them exposure to different careers in local government or services like Fire and Police. She discussed that there were an increasing number of gangs in Roy City, and she felt that getting youth involved in community programs would alleviate that problem.

Mary Hargess reported she was a long-term resident of Roy City and spoke in favor of the Complex. She spoke about the services that she utilized at the Complex and noted that she had seen an increase in class sizes since the Complex had been updated. She listed the benefits that people could get from the exercise programs that were available at the Complex. She expressed that Roy citizens' quality of life was improved by the Complex.

Shelley Polston stated that the government did not generate any revenue and emphasized that every dollar the City spent came from taxpayers. She understood the Council's logic, although she personally did not agree with their spending. Mrs. Polston felt that the Complex should be free, if it was to exist at all. She also thought that nine parks in Roy City was too high and felt they did not need to have so many. She further opined that the number of City-owned vehicles was too many. She summarized that she thought the City had 'champagne tastes on a beer budget.' She also expressed that limiting the public comments to three minutes curtailed free speech.

Robert Griffey said he used the City-owned walking trails every day and complained about the many e-bikes and other vehicles that misused the trails. He said that although motorized vehicles were not allowed on certain trails, many people took their e-bikes out anyway and he asked that the City take action about this problem.

Ty Chaston opined that repairing the Complex had been a mistake. He thought Roy City should have used the funds to compete with Clearfield instead. He called on the Council to fix that mistake. He then called on the Council to find more places to make cuts and fix the budget issue.

Clark Roberts asked about economic development in Roy City. He said he was not upset about trying to bring in a ten-story commercial building in Roy City, although he knew many residents did not like the idea. He said that he tried to shop within Roy City, when possible, and said that bringing in commercial development would help alleviate the property tax issue. He asked what was being done to attract businesses to Roy City.

Stephen Hughes referenced George Orewell's novel 1984 and drew an analogy to what was taking place in Roy City. Mr. Hughes felt there was a perception that the Council was taking care of City employees more than the average resident. He pushed back on the idea that Roy City needed to pay higher salaries in order to get competent employees. He said that if department heads had been hiring incompetent employees in the past, that should be investigated more.

Micheal Ghan noted there were some new businesses coming into Roy City and he asked if any new revenue was going to come into Roy, and if so, if that projected revenue was being calculated into the budget. Mr. Ghan proposed that there be an option for taxpayers to donate an additional $5 or $10 to their tax bills, which would help take the strain off of residents who were unable to pay the increased taxes.

Mayor Jackson closed the floor for public comment.

F. <u>Action Items</u>

1. Consideration of Resolution 26-16; A Resolution of the Roy City Council Expressing Its Intent to Annex and Requesting Annexation into the Weber Fire District for Fire, EMS, and Related Services; and Establishing the Service Area to be Annexed.

City Attorney Wilson presented this item. He clarified this item notified the district of Roy City's intent to move forward with annexation and said it was not a final decision. He outlined what the process would be moving forward.

Councilmember Hulbert asked what would happen to the emergency manager position if they moved forward with annexation, since currently Chief Williams held that position. City Attorney Wilson said there had been no conversation about that yet, since they needed to declare their intent to annex first.

Councilmember Sphar moved to approve Resolution 26-16; Councilmember Saxton seconded the motion to approve. The roll call votes are as follows:

Councilmember Hulbert	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Jackson	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Saxton	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Sphar	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Wilson	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**

Resolution 26-16 was Adopted with a vote of 5:0.

2. Consideration of Resolution 26-17; A Resolution of Roy City, Utah, Adopting the Interim Budget for Roy City for the Fiscal Year from July 1, 2026, To June 30, 2027; And Providing That This Resolution Shall Take Effect Immediately Upon Its Adoption and Deposit with the City Recorder.

Management Services Director Kelley presented this item. She stated the resolution would set the ceiling for the property tax rate, which would be finalized in August. She outlined the timeline for budget adoption and indicated where the public could find more information about the proposed budget. She announced that since their last meeting, Roy City had received their new tax rate and said if the new rate was approved, the City would receive an additional $2 Million in revenue per year. Management Services Director Kelley also listed the increases in specific funds. She reccomended that the Council hold a public hearing and then approve the resolution.

<u>**Public Hearing**</u>

Councilmember Hulbert moved to enter a Public Hearing to receive input on Resolution 26-17. Councilmember Wilson seconded the motion. All present members voted "Aye" and the body entered a Public Hearing.

Ty Chaston said he wanted to see the algorithm that had been used to design the app that Councilmember Jackson had previously presented. He said that it was easy to skew data with AI and opined that the app should have been professionally designed. He then asked about depreciation and said that he had been unable to find the data for it. He said they needed to know what the depreciation was in the budget.

Kevin Homer brought up Constitutional rights for citizens. He said that one of those rights was to petition the government for a redress of grievances and he thanked the Council for honoring that right. He said that although the residents had a right to speak, the government did not always listen to their comments. Mr. Homer said that not addressing the salary issues in the City over the years had caused many problems. He said that attempting to fix a problem that had taken years to create in one year seemed very reactionary. He stated that he did not consent to a 55% increase and hoped that Councilmember Saxton's multi-year plan with an 18% increase remained on the table as an option.

Micheal Ghan added to Mr. Homer's comments. He asked the Council not to allow the same problem to take place the following year.

Councilmember Wilson moved to exit the Public Hearing for consideration of Resolution 26-17. Councilmember Hulbert seconded the motion. All present members voted "Aye" and the body exited the Public Hearing.

Councilmember Wilson said that there were some services in Roy City which benefited a wider range of residents, and those were the ones that held the most value. She said that there were some services in the City that were utilized by a smaller percentage of the population, and she felt that those services could be considered more critically and potentially cut from the budget. Councilmember Wilson opined that cutting Friday events from Roy Days was reasonable, and she discussed the savings that cutting Friday events would bring. She also noted that attendance for the salmon bake had dwindled over the last several years, and as such, she thought they could raise the ticket prices and restructure the event. Councilmember Wilson additionally called for the fireworks show to be cut from the budget and use donations to put on the display.

Councilmember Wilson acknowledged there were other events which should be considered in the budget but explained that the Roy Days events were the most time-sensitive. She suggested cutting the Council Arts Show from the Roy Days budget as well. She said that although she personally enjoyed that event as well as the others she had mentioned but she felt that the value of cutting them and saving money was of greater benefit to the City at this time. She appreciated that the monetary impact of these events was small overall but felt that every dollar helped.

Councilmember Jackson largely agreed with Councilmember Wilson's proposals, although she appreciated that Roy Days had events for everyone. She thought that since the impact on the budget was fairly miniscule, it was better to keep the events in order to make Roy Days a place for a wide range of people.

Councilmember Saxton circled back to the conversation about a two-year timeline to solve the budget issue. He expressed amazement that the City was not utilizing the 18% option and asked why the other Councilmembers were opposed to taking two years to resolve the budget problem. He said it was hard for him to raise taxes for residents, so he agreed with Councilmember Wilson's idea to cut some of the Roy Days events if that was the only option.

Councilmember Jackson said that she understood Councilmember Saxton's plan better after his presentation and clarified some of the details of his proposal. She clarified that the first 9% of his proposed increase was to perpetuate the fiscal year 2026 COLA and the second 9% was to address the fiscal year 2027 COLA. Councilmember Saxton clarified that the fiscal year 2026 COLA was pro-rated. Councilmember Jackson said that her issue with his 18% plan was that while it addressed the COLA, it did not close the wage gap and thus, Roy City salaries would remain below average. Councilmember Saxton explained that his plan would yield $400,050 in additional revenue which could be used to address the wage gap. Councilmember Saxton appreciated that the other Councilmembers preferred to put figures in terms of dollar amounts versus percentages but noted that the State legislature required percentages. The Council had a brief aside about using percentages versus dollar figures.

Councilmember Hulbert clarified Councilmember Saxton's plan further. Councilmember Jackson pointed out that Councilmember Saxton's plan only addressed COLAs and said that the following year, the Council would still have to grapple with wage corrections. Councilmember Jackson acknowledged Councilmember Saxton's point that incremental increases could be a better model, although she said that 18% was too low since it did not address the wage gap. Councilmember Hulbert agreed that if they went with a two-year plan, they still needed an increase above 18%. Councilmember Hulbert clarified she was not against spreading it out over the course of two years, although she said they needed to look at the numbers. Councilmember Saxton said if they wanted to go with a two-year plan, they needed to enact it that year since they would all still be on the Council the following year and could ensure the plan was carried through.

Councilmember Jackson said their budget needed to address three different things: COLAs for FY 2026, COLAs for FY 2027, and wage corrections for all full-time employees. Councilmember Jackson pointed out that Councilmember Saxton's plan covered the first two items but not the last one. Councilmember Saxton acknowledged that was correct and explained the final part of his proposal was to use one-time monies from their reserves, which was something the other Councilmembers were opposed to doing. Councilmember Wilson asked about the tax increase if they annexed into Weber Fire. Councilmember Jackson appreciated Councilmember Saxton's plan overall but reiterated that it did not address wage corrections. Councilmember Jackson said she was willing to entertain Councilmember Saxton's plan although she felt it would result in the Council needing to do full wage corrections in FY 2028.

Councilmember Saxton expressed he was not going to vote in favor of a 55% increase. He said he was not giving up and was going to keep looking for other solutions. The other Councilmembers agreed that they wanted to continue looking for other options and would keep looking for things that could be cut from the budget. Councilmember Wilson asked Councilmember Saxton to come up with a dollar amount that he was comfortable with for the property tax increase and he indicated that he would do so. Councilmember Wilson said that if they chose to only address the COLAs in the next two years, they would need to make a percentage increase of even more than 55% to the property tax rate in two years. Councilmember Jackson appreciated Councilmember Wilson's idea of putting the property tax rate into context.

Councilmember Jackson stated that she would keep working to find ways to bring the rate down, but thought adopting 55% as a cap was reasonable. Councilmember Jackson noted that there were many unknown variables and said she did not want to lower the ceiling at this stage since it would take options away from them. Councilmember Hulbert agreed that adopting 55% as a ceiling was reasonable since there were so many unknowns at this stage. Councilmember Hulbert said that the next several months should be spent gathering as much data as possible so the Council could make a more informed decision. Councilmember Hulbert appreciated Councilmember Saxton's point that the Council had two years for a plan, as long as they started it this year. Councilmember Jackson added that they would have more information in August when they got their sales tax reports and other financial figures.

Councilmember Wilson moved to approve Resolution 26-17 with a max tax rate of 55.45% while striking the Friday night Roy Days activities such as the Salmon Bake, Movie in the Park, and the Art Show from the FY27 budget.

Councilmember Jackson counter motioned to approve Resolution 26-17 with a max tax rate of 55.45% while keeping the Salmon Bake, Movie in the Park, and Art show in the FY27 budget. There was no second.

Councilmember Hulbert counter motioned to approve Resolution 26-17 with a max tax rate of 55.45% while keeping the Salmon Bake and Art Show and removing the Movie in the Park in the FY27 budget. There was not a second.

Councilmember Wilson moved to approve Resolution 26-17 with a max tax rate of 55.45% while striking the Friday night Roy Days activities such as the Salmon Bake, Movie in the Park, and the Art Show from the FY27 budget. Councilmember Sphar seconded the motion to approve. The role call votes are as follows:

Councilmember Hulbert	**___ "Aye"**	**_X_ "Nay"**	**___ "Excused"**
Councilmember Jackson	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Saxton	**___ "Aye"**	**_X_ "Nay"**	**___ "Excused"**
Councilmember Sphar	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Wilson	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**

Resolution 26-17 was Adopted with a vote of 3:2.

3. Consideration of Resolution 26-18; A Resolution of Roy City, Utah, Adopting A Tentative Property Tax Levy Based on Increased Budgeted Revenues, Subject to A Truth-In-Taxation Hearing.

Management Services Director Kelley explained that this resolution was to adopt the tentative property tax levy, subject to the Council vote in August and the Truth in Taxation meeting. She elaborated that the resolution identified the amounts that Roy City was considering for the Truth in Taxation meeting for Weber County.

Councilmember Wilson clarified that this motion did not need to reference any of their planned cuts; just the tax rate ceiling. Management Services Director Kelley confirmed that was correct and said she would fill out the numbers for the County. City Attorney Wilson provided additional context that this was a new requirement from the State.

Councilmember Wilson moved to approve Resolution 26-18 with a tax rate of 55.45%; Councilmember Jackson seconded the motion to approve. The roll call votes are as follows:

Councilmember Hulbert	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Jackson	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Saxton	**___ "Aye"**	**_X_ "Nay"**	**___ "Excused"**
Councilmember Sphar	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Wilson	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**

Resolution 26-18 was Adopted with a vote of 4:1.

4. Consideration of Resolution 26-19; A Resolution of Roy City, Utah, Adopting the Property Tax Impact Schedule.

Management Services Director Kelley stated that this resolution served to recognize that the property tax impact schedule had been made available at all meetings in which the budget had been discussed. She said that the property tax schedule could continue to be amended at future work sessions. She added that this resolution was also a new requirement from the Tax Commission. Management Services Director Kelley emphasized that the Council could make alterations to the schedule.

Councilmember Jackson moved to approve Resolution 26-19; Councilmember Hulbert seconded the motion to approve. The roll call votes are as follows:

Councilmember Hulbert	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Jackson	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Saxton	**___ "Aye"**	**_X_ "Nay"**	**___ "Excused"**
Councilmember Sphar	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**
Councilmember Wilson	**_X_ "Aye"**	**___ "Nay"**	**___ "Excused"**

Resolution 26-19 was Adopted with a vote of 4:1.

G. City Manager and Council Report

City Manager Andrews reported that the bridge at 4400 South was now open. He also invited the Council to attend the upcoming Concert in the Park, which would be held on Thursday of that week.

Councilmember Wilson thanked all of the City Staff for their hard work. Mayor Jackson echoed her appreciation and said that even when there were disagreements, she was grateful for everyone's dedication to Roy City.

H. Adjournment

Councilmember Sphar motioned to adjourn the meeting; Councilmember Jackson seconded the motion; all present members voted in favor and the meeting adjourned at 8:48 p.m.

____
Ann Jackson, Mayor

Attest:

____
Brittany Fowers, City Recorder

Roy City Council Agenda
Worksheet

Roy City Council Meeting Date:

July 21, 2026

Agenda Item Number: Action Item #1

Subject:

Weber Fire District MOU

Prepared By:

Theron Williams and Matt Andrews

Background:

With the transition of the Roy City Fire Department to the Weber Fire District, we felt it was necessary to put a Memorandum of Understanding (MOU) in place in the event our staffing levels decrease to the point where we are unable to adequately provide services.

We are already down several firefighters and do not believe it is in the City's best interest to hire new personnel at this time. Hiring additional firefighters would require significant investments in recruitment, training, and turnout gear, and they would likely not be fully prepared to serve before the transition is complete.

We will continue to do everything possible to fully staff our shifts. However, if needed, the Weber Fire District has agreed to provide firefighters to help staff our stations. Under the MOU, Roy City will only be financially responsible for the personnel who are assigned to work in our stations.

Recommendation (Information Only or Decision):

Decision

Contact Person:

Theron Williams or Matt Andrews

RESOLUTION NO. 26-21

A RESOLUTION OF THE ROY CITY COUNCIL ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN ROY CITY CORPORATION AND THE WEBER FIRE DISTRICT FOR TEMPORARY STAFFING ASSISTANCE AND OPERATIONAL CREW EXCHANGE

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

WHEREAS, in accordance with the provisions of Utah State Code, the Roy City Council as the governing body of the City may exercise all administrative powers by resolution;

WHEREAS, City provides fire suppression, emergency medical, and related public safety services for the protection of City;

WHEREAS, the Weber Fire District ("District") provides similar services within its jurisdiction;

WHEREAS, the City and District recognize that temporary staffing shortages, employee training, operational familiarization, and regional cooperation may be enhanced through a memorandum of understanding allowing temporary staffing assistance and voluntary crew exchanges;

WHEREAS, the proposed memorandum of understanding 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 supporting the interlocal agreement is in the best interest of the citizens of Roy City;

NOW THEREFORE, BE IT RESOLVED BY the Roy City Council as follows:

SECTION 1. APPROVAL OF MEMORANDUM OF UNDERSTANDING.

The Roy City Council hereby approves the Memorandum of Understanding by and between Roy City and the Weber Fire District, substantially and in the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. AUTHORIZATION TO EXECUTE.

The Mayor is hereby authorized and directed to execute the Memorandum of Understanding, and the City Recorder is authorized to attest the same, on behalf of Roy City.

SECTION 3. SAVINGS CLAUSE.

If any section, subsection, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, part, and provisions of this Resolution shall be severable.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption and deposit with the City Recorder.

Passed and Adopted this 21st day of July 2026.

____
Ann Jackson
Mayor

Attested and Recorded:

____
Brittany Fowers
City Recorder

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

Councilmember Hulbert __________

Councilmember Jackson __________

Councilmember Saxton __________

Councilmember Sphar __________

Councilmember Wilson __________

MEMORANDUM OF UNDERSTANDING

Between Weber Fire District and Roy City

Temporary Staffing Assistance and Operational Crew Exchange

ARTICLE I

PURPOSE

This Memorandum of Understanding ("MOU") is entered into by and between Weber Fire District ("District") and Roy City ("City") to establish procedures for the temporary assignment of fire and EMS personnel between the agencies.

The purposes of this MOU are to:

- Maintain adequate staffing levels during personnel shortages.
- Improve operational readiness.
- Provide familiarization with facilities, apparatus, equipment, and response areas.
- Promote integration of personnel in anticipation of future cooperative operations.
- Establish reimbursement procedures for temporary staffing assignments.

Nothing in this MOU obligates either party to provide personnel when doing so would adversely affect its own operational readiness.

ARTICLE II

DEFINITIONS

Temporary Staffing Assignment

A voluntary assignment where personnel from one agency work an open shift for the other agency to assist in meeting minimum staffing.

Crew Exchange

A planned operational exchange in which an entire company or crew temporarily staffs a station belonging to the other agency for operational familiarization and training purposes.

ARTICLE III

TEMPORARY STAFFING ASSIGNMENTS

Either agency may request personnel from the other agency to fill open shifts when staffing shortages exist.

Assignments shall be voluntary unless otherwise authorized by the employee's employer.

Personnel assigned under this section shall remain employees of their home agency.

Personnel shall be subject to the policies, procedures, and operational direction of the receiving agency while assigned.

ARTICLE IV

REIMBURSEMENT

For Temporary Staffing Assignments:

Roy City shall reimburse Weber Fire District for personnel assigned to Roy City.

Likewise, Weber Fire District shall reimburse Roy City for personnel assigned to Weber Fire District.

Reimbursement shall include:

- Actual hourly wages
- Employer-paid payroll taxes
- Retirement contributions
- Workers' compensation premiums
- Employer-paid benefits directly attributable to the hours worked
- Any applicable overtime premium

Reimbursement invoices shall be submitted monthly and payable within thirty (30) days.

ARTICLE V

CREW EXCHANGE PROGRAM

The parties recognize that successful regional emergency response depends upon personnel familiarity with one another, each agency's stations, apparatus, equipment, operational procedures, and response areas.

Accordingly, the parties agree to establish a voluntary Crew Exchange Program.

The purpose of the program is to:

- Build working relationships between personnel.
- Increase familiarity with stations and facilities.
- Increase familiarity with apparatus and equipment.
- Improve operational consistency.
- Provide cross-training opportunities.
- Support organizational transition planning.

Crew exchanges may occur regardless of whether staffing shortages exist.

The participating crews shall perform the normal daily duties of the assigned station including:

- Emergency response
- Station duties
- Daily apparatus inspections
- Training
- Public service activities

Nothing herein requires either agency to participate in any particular exchange.

ARTICLE VI

COMPENSATION DURING CREW EXCHANGE

Crew Exchanges are intended as mutual operational training and familiarization.

Unless otherwise agreed in writing prior to the assignment, each agency shall continue paying the wages and benefits of its own employees during Crew Exchanges.

No reimbursement shall be required for Crew Exchange assignments.

ARTICLE VII

COMMAND AND SUPERVISION

Personnel assigned under this agreement shall operate under the command of the receiving agency while performing duties for that agency.

Operational assignments shall be made by the receiving agency's officers.

Administrative matters, discipline, payroll, leave, evaluations, and employment status remain the responsibility of the home agency.

ARTICLE VIII

LIABILITY

Each agency shall remain responsible for the acts and omissions of its own employees as provided by the Utah Governmental Immunity Act and other applicable law.

Nothing contained herein shall be construed as a waiver of governmental immunity.

ARTICLE IX

WORKERS' COMPENSATION

Each agency shall remain responsible for providing workers' compensation coverage for its own employees. Workers' compensation premiums shall be reimbursed as outlined in Article IV.

ARTICLE X

VEHICLES AND EQUIPMENT

Personnel participating under this agreement shall operate only apparatus and equipment for which they have received appropriate orientation and training.

The receiving agency shall provide any necessary familiarization before personnel are placed into operational service.

ARTICLE XI

SCHEDULING

Each agency shall designate a scheduling coordinator responsible for:

- Receiving staffing requests
- Approving assignments
- Coordinating crew exchanges
- Tracking reimbursement
- Maintaining assignment records

ARTICLE XII

TERM

This MOU shall become effective upon execution by both parties.

The agreement shall remain in effect until terminated by either party upon thirty (30) days written notice.

Either party may suspend participation immediately when necessary for operational or public safety reasons.

ARTICLE XIII

MODIFICATION

This MOU may be amended only through written agreement executed by both parties.

ARTICLE XIV

NO THIRD-PARTY RIGHTS

This MOU is solely for the benefit of the parties and creates no rights in any employee or third party.

ARTICLE XV

AUTHORIZED REPRESENTATIVES

____

Roy City

____

Kevin Ward, Board Chair
Weber Fire District

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: July 21, 2026

Agenda Item Number: Action Item #2

Subject: School Resource Officer Contract Renewal with Weber School District

Prepared By: Chief Matthew Gwynn

Background: During the last several months, public safety administrators and Weber School District (WSD) have been negotiating a new contract regarding the reimbursement rate for school resource officers (SROs) assigned to WSD schools in Roy. Roy City Police Department (RPD) has three SROs assigned to the following schools: Roy High School, Roy Junior High, and Sandridge Junior High. Each junior high officer is responsible for their three feeder elementary schools.

This current contract changes the reimbursement rates for WSD to RPD and notes the attendance requirements of SROs to WSD. The most significant factors of this contract are that it has a five-year reimbursement ramp-up and expiration date. Currently, it is estimated that WSD pays approximately 70% of an SRO salary and benefits for approximately 70% of the school year, yet the SRO is unavailable to the department, with the exception of critical incidents during the entire school year. This new contract will start with WSD paying 80% of the SROs salary and benefits for 100% of the school year and will increase 5% every year until year five when it reaches 100% of salary and benefits for 100% of the school year. As a matter of perspective, during the 2026 school year, Roy City was reimbursed $265,000 for SROs. In the 2027 school year reimbursement to Roy City is estimated at $303,000.

Additionally, SROs are expected to be in the schools, however unforeseen circumstances can create an issue wherein an SRO may not be in a school. Generally, RPD covers that school with another officer without issue. This contract provides a grace period for the police department to cover SRO absences without impacting the WSD reimbursement rates. During the 2027 school year SROs will be given a 5-day grace period. Over the next five years, the grace period will be reduced by one day per year until only a one-day grace period remains. In short as the financial obligations to Roy City go up, the attendance obligations of the SRO to WSD also increase.

Recommendation (Information Only or Decision): Decision

Contact Person / Phone Number: Chief Matthew Gwynn 801-430-0533

RESOLUTION NO. 26-22

A RESOLUTION OF THE ROY CITY COUNCIL ADOPTING AN INTERLOCAL AGREEMENT BETWEEN ROY CITY CORPORATION AND THE WEBER SCHOOL DISTRICT FOR LAW ENFORCEMENT SERVICES

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

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 adopting and supporting the interlocal agreement is in the best interest of the citizens of Roy City;

NOW THEREFORE, BE IT RESOLVED BY the Roy City Council as follows:

SECTION 1. APPROVAL OF THE AGREEMENT.

The Roy City Council hereby approves the Interlocal Cooperation Agreement by and between Roy City and the Weber School District, substantially and in the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. AUTHORIZATION TO EXECUTE.

The Mayor is hereby authorized and directed to execute the Agreement, and the City Recorder is authorized to attest the same, on behalf of Roy City.

SECTION 3. SAVINGS CLAUSE.

If any section, subsection, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, part, and provisions of this Resolution shall be severable.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption and deposit with the City Recorder.

Passed and Adopted this __________ day of July 2026.

____
Ann Jackson
Mayor

Attested and Recorded:

____
Brittany Fowers
City Recorder

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

Councilmember Hulbert	__________
Councilmember Jackson	__________
Councilmember Saxton	__________
Councilmember Sphar	__________
Councilmember Wilson	__________

AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE WEBER SCHOOL DISTRICT AND AGENCY FOR LAW ENFORCEMENT SERVICES

This Interlocal Agreement (the "Agreement) is made and entered into this _______day of ________________ 2026, pursuant to the provisions of The Interlocal Cooperation Act, Title 11, Chapter 13, et seq., Utah Code Annotated 1953 as amended, "Interlocal Act" by and between ___________________________________, a Utah Municipal Corporation (hereinafter referred to as "the Agency"), and The Board of Education of the Weber School District, a school district of the State of Utah (hereinafter referred to as "District"). Collectively, the Agency and the District are referred to as the "Parties."

WITNESSETH

WHEREAS, the District desires to ensure a safe and secure environment for its students, faculty, and campus visitors, allowing students to obtain a quality education free from distractions; and

WHEREAS, the District desires to make the most cost-effective use of tax dollars to provide law enforcement services across its schools; and

WHEREAS, the Agency is able, qualified, and willing to provide the professional law enforcement services needed by the District; and

WHEREAS, the Parties intend to operate the School Resource Officer Program in accordance with applicable Utah law, including Utah Code §§ 53G-8-701 through 53G-8-703.2 and any successor provisions; and

WHEREAS, both Parties seek to establish a platform for positive interactions between law enforcement personnel, students, and staff to build collaborative, proactive, and problem-solving partnerships within the community; and

WHEREAS, the Parties have recently negotiated and finalized a new cost-sharing formula and operational parameters to structure their ongoing partnership;

NOW, THEREFORE, pursuant to the Interlocal Act and in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

SECTION ONE:
AGREEMENT & ADMINISTRATION

1.01 **Scope of Agreement.** This Agreement establishes a standardized framework and cost formula under which the Agency agrees to provide School Resource Officers ("SROs") to furnish law enforcement and safety services within the District. The SRO Program operates as a collaborative endeavor to support an efficient learning environment, reduce youth-related criminal activity on or about school property, and establish positive relationships with the community's youth.

1.02 **Definition.** "School Resource Officer" or "SRO" means a sworn law enforcement officer employed by the Agency and assigned to provide services under this Agreement consistent with Utah Code Ann. §53G-8-701.

1.03 **Law Enforcement Unit.** The District designates the SROs provided by the Agency under this Agreement as its "Law Enforcement Unit" under federal and state privacy statutes. The Parties acknowledge that SROs may simultaneously function as members of the District's designated Law Enforcement Unit and as School Officials with legitimate educational interests for purposes authorized by FERPA and applicable state law.

1.04 **Administrator of Agreement.** The chief law enforcement or designee shall serve as the administrator of this Agreement for the Agency. The District's Superintendent or designee shall serve as the administrator for the District.

1.05 **Assignment and Feedback.** The Parties agree to jointly discuss SRO applicants and specific school assignments prior to an officer being stationed at a school, in compliance with Utah Code Ann. § 53G-8-703. The Agency explicitly agrees to accept ongoing feedback from the District regarding any SRO's performance.

1.06 **Integration & Supersedence.** This Agreement terminates, supersedes, and replaces any prior existing Agreement or Memorandum of Understanding for the provision of SRO services—whether oral or written—previously in effect between the Parties.

1.07 **Agency Liaison.** The Agency shall designate an SRO supervisor or other command-level representative to serve as the primary liaison between the Agency and the District regarding staffing, scheduling, training, performance concerns, program administration, and operational coordination under this Agreement.

SECTION TWO:
TERM, REVIEW, AND TERMINATION

2.01 **Term.** This Agreement shall become effective at 12:01 a.m. on ___________, 2026, and shall remain in effect through June 30, 2031, unless earlier terminated as provided herein. The Parties intend this Agreement to govern the 2026–2027 through 2030–2031 school years, or for a period of five (5) years.

2.02 **Annual Review.** The Parties shall formally review this Agreement at least annually, or upon the written request of either Party, to evaluate the effectiveness of the School Resource Officer program, operational practices, staffing, costs, and compliance with applicable law.

2.03 **Change in Leadership Review.** Consistent with state model guidelines, the Parties shall conduct a comprehensive review of this Agreement within ninety (90) days following a significant change in executive leadership, including the appointment of a new Superintendent, Sheriff, Chief of Police, or equivalent official.

2.04 **Amendments.** This Agreement may be modified or amended only by a written instrument duly authorized and executed by both Parties.

2.05 Non-Renewal. Upon expiration of the term, either Party may elect not to renew or extend this Agreement by providing written notice to the other Party at least ninety (90) days prior to June 30, 2031.

2.06 Early Termination. Either Party may terminate this Agreement prior to its expiration by providing at least ninety (90) days' written notice to the other Party. Termination shall become effective at the conclusion of the notice period unless otherwise agreed in writing by both Parties.

2.07 Effect of Termination. In the event of termination, compensation shall be prorated based upon services actually provided through the effective date of termination. The District shall have no obligation to pay for services not rendered beyond the termination date, and any overpayment or prepaid amount shall be reconciled accordingly.

2.08 Notice. Any notice required under this Section shall be provided in writing and delivered to the designated representatives of each Party in accordance with this Agreement.

2.09 Appropriation Clause. The obligations of the District under this Agreement are contingent upon the annual appropriation by the Board of Education of funds sufficient to perform the District's obligations under this Agreement. If sufficient funds are not appropriated for any fiscal period, the District may terminate this Agreement upon written notice to the Agency. Such termination shall be effective upon the later of the date of non-appropriation or thirty (30) days after written notice, and the District shall have no further obligation except to pay for services actually and properly rendered prior to the effective date of termination.

SECTION THREE:
POSITION ALLOCATION & FISCAL TERMS

3.01 Funded Positions. The District will fund a total of 16 full-time SRO positions across the District's Junior High Schools, High Schools, and other designated schools (see Attachment A).

3.02 Costs. Actual salary and benefits costs shall include base salary, employer-paid retirement contributions, FICA, Medicare, workers compensation, health insurance, dental insurance, life insurance, and other direct employment costs customarily included in the Agency's personnel budgeting process. Each Agency shall provide proposed annual cost calculations no later than March 1 preceding the upcoming school year.

3.03 Agency Equipment and Resources. The Agency shall provide all personnel, supervision, vehicles, communications equipment, uniforms, firearms, body-worn cameras, computers, evidence storage resources, and other equipment reasonably necessary for the performance of services under this Agreement unless otherwise agreed in writing.

3.04 Individual Agency Contracts. While this agreement outlines the standardized formula, the District will contract individually with each participating municipal or law enforcement entity utilizing this exact structural template.

3.05 Phased Reimbursement Cost Formula. Phased Reimbursement Cost Formula. SRO funding will follow a five-year phased-in cost formula, working systematically toward 100% District reimbursement of 75% of each officer's actual annual salary and benefits. The baseline cost per officer shall be determined based on each individual entity's actual annual salary and benefits. Funding shall be divided as follows:

Contract Year	Academic Year	District Funding Share	Agency Funding Share
Contract Year 1	2026–2027	80%	20%
Contract Year 2	2027–2028	85%	15%
Contract Year 3	2028–2029	90%	10%
Contract Year 4	2029–2030	95%	5%
Contract Year 5	2030–2031	100%	0%

3.06 Annual Cost Adjustments. The baseline cost per officer will be adjusted annually based upon actual, documented increases or decreases in salary and benefits costs as officially reported by the Agency..

3.07 Phased-In Absence Grace Period & Billing Credits. SROs are required to be present on District school campuses during regular school hours on each day school is in session (typically 7:30 AM to 3:30 PM). To accommodate necessary training, illness, or agency emergencies, the following phased-in grace period will apply to SRO absences for which no replacement officers is provided:

- Year 1 (2026–2027): Up to Five (5) consecutive days of absence grace period.
- Year 2 (2027-2028): Up to Four (4) consecutive days of absence grace period.
- Year 3 (2028-2029): Up to Three (3) consecutive days of absence grace period.
- Year 4 (2029-2030): Up to Two (2) consecutive days of absence grace period.
- Year 5 (2030–2031): Up to One (1) consecutive day of absence grace period.

Note: Each grace period applies to a single continuous absence and is not cumulative over the course of the school year. Once the SRO returns to duty, the applicable grace period resets for any future absence. Billing credits shall apply beginning on the first day following the applicable grace period.

3.08 Reimbursement of Unexcused Time. The Agency shall make reasonable efforts to provide a qualified substitute officer whenever an assigned SRO is absent. In the event an assigned SRO is absent from their school past the allowed grace period, and no qualified substitute officer is provided by the Agency to fulfill the SRO's duties, the District shall be credited a proportional daily amount of that year's annual fee for each day the SRO remains absent past the applicable threshold. This credit shall be calculated by dividing the school year's annual reimbursement rate by the number of active student instruction days in the school year, applied as a direct offset to the Agency's invoice.

3.09 Extra Duty Compensation. Each individual school shall reimburse the Agency for all extra duty assignments, such as athletic games, dances, or extracurricular events for which the School explicitly requests the physical services of an SRO or additional officers, in accordance with Paragraph 10.02 of this Agreement.

SECTION FOUR:
ROLES, RESPONSIBILITIES, & QUALIFICATIONS

4.01 Basic SRO Qualifications. To serve as an SRO within the District, an officer must be selected through a collaborative process and meet the following criteria:

A. Be a POST-certified officer with at least three years of active law enforcement experience.
B. Possess appropriate knowledge and understanding of federal laws, state laws, local ordinances, and District Board of Education policies applicable to school environments.
C. Be fully trained and capable of conducting complex criminal investigations.
D. Possess an even temperament, communication skills tailored to a diverse school environment, and serve as a positive role model.
E. Have a clean service record with no sustained disciplinary findings involving excessive force, sexual misconduct, dishonestly, discrimination, or other conduct incompatible with assignment to a school environment.
F. Complete mandatory specialized SRO training, including state requirements under Utah Code Ann. § 53G-8-702 & 53G-8-703, focusing on youth mental health, restorative practices, de-escalation, child development, and constitutional law.
G. The officer should ideally volunteer for the SRO assignment, rather than being involuntarily placed.
H. Upon selection, successfully complete the 40-hour Basic SRO training course offered by National Association of School Resource Officers (NASRO), or equivalent Utah POST certified training.
I. Complete the adolescent mental health training course within one year of completing the basic training course.
J. The SRO shall complete all District-required training applicable to assigned personnel, including training related to the Appropriate Use Policy (AUP), the Family Educational Rights and Privacy Act (FERPA), and the authorized access and use of the District's security camera system.

4.02 Authority and Employment Status.

A. SROs assigned under this Agreement shall remain employees of the Agency and shall not be considered employees, agents, officers, or representatives of the District.
B. SROs shall remain subject to the Agency's chain of command, policies, procedures, training requirements, supervision, discipline, and personnel practices.
C. Nothing in this Agreement shall be construed to create any entitlement to District wages, benefits, retirement systems, workers' compensation coverage, or other employment-related benefits for any SRO.
D. The Agency retains sole authority regarding the hiring, evaluation, discipline, promotion, reassignment, and termination of SRO personnel, subject to any consultation requirements contained in this Agreement.
E. The Agency supervisor and District Safety and Security Director shall meet at least annually to evaluate the effectiveness of the SRO program and discuss officer performance, training needs, and program improvements.
F. The District shall provide and maintain current emergency contact information for designated District administrators and school personnel.

4.03 Primary Duties of SROs. SROs will remain visible on school grounds and perform the following duties:

A. **Schedule.** The SRO shall be assigned to and physically present on District school campuses during regular school days while school is in session, generally between the hours of 7:30 a.m. and 3:30 p.m., unless otherwise authorized to be absent due to official duties, training, leave, court appearances, emergencies, or supervisory approval. Adjustments to the SRO's work schedule may be authorized by the building administrator in consultation with the District's Safety and Security Director and the Agency supervisor, as necessary to meet operational, safety, or school-related needs.
B. **Time Allocation & Visibility:** Allocate daily time across law enforcement, foot patrol, perimeter checks, building relationships, and campus security. SROs shall actively walk corridors during passing times, supervise cafeterias during lunches, and monitor entry/exit points and parking lots during arrival and dismissal.
C. **Absence Notification.** The SRO shall promptly notify the Agency supervisor and the building administrator of any anticipated or unanticipated absence resulting from illness, leave, training, court appearances, emergency reassignment, or other circumstances that may affect the SRO's availability on campus.
D. **School Safety & Threat Assessment:** Participate as an active member on the school's safety and threat assessment teams. Collaboratively develop comprehensive school safety and emergency plans with building administrators.
E. **Emergency Safety Drills.** The SRO will participate in and oversee all required school emergency drills including lockdown drills under the Standard Response Protocol (SRP).

F. **Student Resource Connection:** Assist school administrators in identifying students in need of non-law enforcement support structures (e.g., substance abuse counseling, problem-solving skills, social skills development, or external youth services).
G. **Daily Activity Logs:** Maintain an ongoing daily activity log detailing all official law enforcement interventions, including any arrests, detentions, interviews, custodial interrogations, searches, seizures, or citations issued on campus as defined by **Utah Code § 53E-1-516**.
H. **Role Model.** Serve as a positive role model and trusted adult for students by initiating positive student interactions and building positive relationships.
I. **Restorative Approaches.** Understand the District's student conduct and disciplinary processes, which emphasize the use of positive behavior interventions and restorative approaches to address behaviors and minimize the use of law enforcement intervention.
J. **Media Notification.** The SRO shall notify the Agency supervisor and the District's designated communications representative of any significant incident occurring on school property that is reasonably likely to result in media attention, public inquiry, or heightened community concern.

4.04 Prohibited SRO Activities. SROs are law enforcement officers and are **not** school employees. SROs shall not:

A. Act as substitute teachers, hall monitors, or substitute school administrators.
B. Handle or execute internal school disciplinary actions or code of conduct violations, which remain the sole prerogative of school administrators.
C. Act as a counselor for student issues unrelated to law enforcement, school safety, or crime prevention. Such matters shall be referred to appropriate school personnel.
D. Be left in sole charge of a school building or designated as a building administrator in the absence of school administration.
E. Transport students in a law enforcement or personal vehicle except when required for an official law enforcement purpose, a medical emergency, or other circumstance authorized by law and Agency policy.
F. Permit students to handle, wear, operate, or otherwise use law enforcement equipment, including handcuffs, firearms, conducted energy devices, batons, or other law enforcement tools, except as part of an approved educational demonstration, safety program, or other Agency-authorized activity that does not involve the restraint or detention of a student.

4.05 District and School Administrator Responsibilities. School administrators shall retain primary responsibility for school discipline and shall:

A. Differentiate between school disciplinary matters and potential criminal conduct and respond accordingly;
B. Utilize de-escalation, restorative practices, and school-based interventions whenever appropriate;
C. Attend required SRO-administrator training programs;

D. Meet regularly with assigned SROs regarding school safety concerns, threat assessment, prevention efforts, and student support strategies;
E. Provide reasonable workspace and storage accommodations for assigned SROs;
F. Assist the SRO in carrying out lawful investigations occurring on school property when appropriate;
G. Inform the SRO of administrative outcomes when criminal conduct has been referred for law enforcement action; and
H. Participate in school safety planning, emergency preparedness activities, and threat assessment processes as required by law or District policy.

SECTION FIVE:
ADMINISTRATIVE DISCIPLINE VS. CRIMINAL ENFORCEMENT

5.01 Student Rights. The Parties acknowledge that all interactions involving students shall be conducted in accordance with applicable federal and state constitutional protections, statutory rights, and procedural safeguards afforded to minors. SROs shall not impose school disciplinary consequences or sanctions and shall not be used as a substitute for school disciplinary processes.

5.02 Offenses and Referrals. The Parties agree to maintain a clear distinction between school disciplinary matters and violations of criminal law. Consistent with Utah law, school administrators shall retain primary responsibility for student discipline, while School Resource Officers (SROs) shall retain their independent law enforcement authority. When legally permissible and consistent with public safety, diversionary, restorative, and evidence-based intervention programs shall be considered before referral to juvenile court. Nothing herein shall prevent an SRO from taking immediate action when necessary to prevent injury or serious bodily harm, significant property damage, or ongoing criminal activity.

A**. Infractions, Class C Misdemeanors, and Status Offenses.** Infractions, Class C misdemeanors, and status offenses occurring on school property, including minor school disruption, disorderly conduct, and similar behavioral violations,shall be addressed through school-based interventions and evidence-based alternative programs whenever appropriate. This provision applies to students who have committed an offense on school property where the student is currently enrolled.

- Except as otherwise authorized by law, a referral to juvenile court for a Class C misdemeanor or status offense occurring on school property shall occur only after:

    1. The student has previously committed an offense on school property for which a referral to an evidence-based alternative intervention, youth services program, or other authorized early intervention service was made; and
    2. The requirements of applicable Utah law governing juvenile court referrals have been satisfied.

- Nothing in this section shall prohibit immediate law enforcement action when necessary to address an imminent threat to safety, protect persons or property, or respond to criminal conduct for which diversion is not legally required.

B**. Habitual Truancy.** Referrals related to habitual truancy shall be handled in accordance with applicable Utah law. School personnel shall make reasonable efforts to utilize attendance interventions, evidence-based services, and other available supports before seeking court involvement.

C**. Class B and Class A Misdemeanors.** For Class B and Class A misdemeanors occurring on school property, school administrators and SROs are encouraged to consult and collaborate regarding appropriate responses. Available responses may include:

1. School disciplinary action;
2. Referral to evidence-based intervention or diversion programs;
3. Referral to youth services or community-based resources; or
4. Referral to the juvenile court system.

D**. Felony-Level Offenses.** When student conduct on school property reasonably appears to constitute a felony offense, the SRO may assume primary responsibility for any criminal investigation. Where legally appropriate, the SRO may refer the matter to the court of proper jurisdiction or other prosecuting authority.

1. Nothing in this Agreement limits the independent legal authority of a school administrator or SRO to make referrals authorized by Utah law.
2. The SRO shall make reasonable efforts to keep the principal or designated school administrator informed regarding the status of the investigation and shall provide notice of any formal referral as soon as practicable, absent circumstances that would compromise the investigation or violate applicable law.

E**. SRO Presence During Administrative Investigations.** Nothing in this Agreement prohibits an SRO from being present during school disciplinary investigations or administrative interviews. An SRO may serve as a security presence, provide consultation regarding safety concerns, and take appropriate law enforcement action when:

1. A real or immediate threat to student, staff, or public safety exists;
2. Criminal conduct is suspected or disclosed;
3. The matter transitions from a purely disciplinary issue to a criminal investigation; or
4. Other circumstances arise requiring law enforcement intervention under applicable law.
5. The presence of an SRO during an administrative investigation shall not, by itself, convert a school disciplinary matter into a criminal investigation.

5.03 Disagreement Resolution Protocol. In the event a localized dispute arises between a building principal and an assigned SRO regarding operational access to students, deployment, or record sharing, the following step-by-step escalation path shall be utilized:

> **Step 1:** The principal shall contact the District's School Safety & Security Director to formally mediate the dispute between the administrator and the SRO.
> **Step 2:** If the Director cannot resolve the impasse via mediation, the Director will contact the SRO's immediate command supervisor within the Agency to seek operational remediation.
>
> **Step 3:** If the dispute remains unresolved following supervisor intervention, the District's legal counsel, the Agency's legal counsel, and, if appropriate, the Weber County Attorney's Office shall meet to issue a final administrative resolution.

5.04 Emergency Personnel Removal. If a critical situation arises wherein the District reasonably believes that the ongoing on-site presence of a specific SRO constitutes a direct, immediate threat to the safety, physical health, or well-being of the school community, the District reserves the right to direct that individual SRO to leave school premises immediately. The SRO shall not return to the school until the District and the Agency leadership have jointly reviewed and resolved the underlying matter. The absence grace period set forth in Section 3.07 shall not apply to any absence resulting from an emergency personnel removal under this Section. The District shall not retroactively assess or recover billing credits for any portion of such absence occurring while the matter is under review and resolution pursuant to this Section.

SECTION SIX: SEARCHES, INTERVIEWS & ARREST PROCEDURES

6.01 Constitutional Standards for Searches. All searches conducted on school property shall strictly comply with state and federal constitutional boundaries:

- **Administrative Searches:** When an administrator conducts a search regarding a violation of school rules or board policy, the administrator must possess reasonable suspicion that the search will turn up evidence of a violation, and the search must be reasonable in its geographic scope. School staff, not SROs, shall conduct routine rule-based searches.
- **Law Enforcement Searches:** When an SRO conducts a search regarding an infraction of criminal law, the SRO must possess probable cause and secure a warrant where required, unless an established legal exception applies. An SRO may conduct a protective pat-down or search based on *reasonable suspicion* only under emergency, exigent circumstances where a weapon or immediate threat to physical safety exists. SRO searches should be conducted with a school administrator present whenever reasonably possible.
- **Investigatory Stops or Temporary Detentions.** The SRO shall comply with applicable state and federal law and shall be limited to circumstances where reasonable suspicion exists that criminal activity has occurred, is occurring, or is about to occur.

6.02 Student Questioning and Interviews.

A. **School Investigations:** School administrators shall take the lead when questioning students regarding internal code of conduct violations. SROs may be physically present during these administrative interviews but must remain passive observers and refrain from participating if the focus is entirely a school infraction. Administrators may legally question students regarding school rules without issuing Miranda warnings or notifying parents.

B. **Criminal Investigations (On-Campus Offenses):** If an SRO needs to interview or question a student regarding a criminal offense that occurred on campus or at a school-sponsored event, they must collaborate with the principal to arrange the interview. When questioning minors under the age of 18 who are suspected of criminal activity, SROs must strictly comply with the Utah Rules of Juvenile Procedure and state parental notification statutes. The SRO and principal shall coordinate to ensure the interview occurs with the minimal possible disruption to the learning environment.To the extent required by Utah law, reasonable efforts shall be made to notify a parent or guardian before custodial interrogation of a student.

C. **Unrelated Criminal Investigations (Off-Campus Offenses):** SROs or outside law enforcement officers are strictly prohibited from interviewing students at school regarding alleged offenses that occurred off school grounds and are completely unrelated to school events, unless:

   1. Documented exigent circumstances or immediate safety risks exist; or
   2. The officer is actively conducting a specialized child abuse or neglect investigation.

6.03 Outside Law Enforcement Agencies. If a law enforcement officer, agent, or official from any local, state, federal, or tribal agency seeks to interview, question, detain, arrest, serve process upon, or otherwise contact a student on school property in connection with an official investigation, the School Resource Officer (SRO), if aware of the request, shall promptly notify the building administrator.

A. Prior to any contact with the student, the building administrator shall notify the Superintendent or designee and consult with District legal counsel, unless prohibited by law, court order, warrant, or other legal process.
B. The District shall make reasonable efforts to verify the identity and authority of the requesting agency and review any warrant, court order, subpoena, or other legal documentation presented in support of the request.
C. Nothing in this provision shall prevent law enforcement from taking immediate action when required by a judicial warrant, court order, exigent circumstances, or an immediate threat to the safety of any person. In such circumstances, the building administrator and District legal counsel shall be notified as soon as practicable.
D. The SRO shall not facilitate or participate in contact between a student and an outside law enforcement agency except as required by law, necessary for school

safety, or otherwise authorized by this Agreement.

6.04 Arrest Protocols. If a formal arrest or criminal citation becomes necessary on campus, the SRO must consult with the building administration beforehand. The administrator shall arrange to have the student quietly brought to a private office where the arrest can take place out of view of the general student population, minimizing disruption.

A. *Exception:* If the student poses an immediate danger to themselves or others, or is in active flight to evade law enforcement, the SRO may immediately detain or arrest the student in a minimally disruptive manner.
B. Following any student arrest by an SRO, the school administrator shall notify the student's parents or legal guardians as soon as reasonably practicable, providing them with the exact name of the arresting agency, the officer's contact details, and the physical location where the student is being transported.

6.05 Student Accommodations. To the extent permitted by FERPA, IDEA, Section 504, and other applicable law, school administrators may provide relevant information to an SRO regarding a student's disability, behavioral intervention plan, safety plan, accommodation, or other special circumstance when reasonably necessary to protect student safety, facilitate appropriate communication, or assist the SRO in performing official duties.

6.06 Information Sharing. To the extent permitted by federal and state law, school administrators and SROs may share information concerning incidents occurring on school property when such information is reasonably necessary for the performance of their respective educational, safety, disciplinary, or law enforcement responsibilities.

SECTION SEVEN:
ACCESS TO STUDENT AND GOVERNMENT RECORDS

7.01 District Policy. The District shall maintain policies governing the operation and administration of the School Resource Officer program in accordance with Utah Code Ann. § 53G-8-703.2 and any successor provisions.

7.02 FERPA and Privacy Compliance. SRO access to all student educational records, including digital files, logs, and video recordings, is strictly governed by the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the Utah Student Privacy and Data Protection Act (SPDPA), Utah Code § 53E-9-101 et seq.

7.03 Designation as School Officials. To ensure lawful, necessary access to real-time data for school safety purposes, the District designates assigned SROs as "School Officials" with a legitimate educational interest under FERPA and SPDPA. This designation grants SROs explicit access to:

A. The District's closed-circuit security camera systems, including live view access to all school-based security cameras in the district.

B. The district's Student Information System (SIS), limited specifically to directory information such as enrollment status, grade, photograph, home address, phone number, and emergency contact information
C. *Restriction:* SROs shall only be granted system access to the records of students actively enrolled at the specific school campuses to which that individual SRO is formally assigned. SROs are prohibited from access to grades, discipline records, health records, special education records, and counseling records unless separately authorized by law or written District approval.

7.04 Security Camera System. The District may provide SROs with authorized access to the District's security camera and video surveillance systems. SRO access shall be limited to purposes directly related to school safety, emergency response, threat assessment, or the investigation of suspected criminal activity. SROs are authorized to access and review security camera footage for reasons directly related to campus safety or active criminal investigations.

A. SROs may view, retrieve, download, copy, or export video footage only for legitimate law enforcement purposes within the scope of their official duties.
B. Whenever practicable, any video footage downloaded or exported by an SRO shall be documented through an incident report, case report, investigative file, or other official Agency record. The SRO shall maintain appropriate chain-of-custody procedures for any video evidence obtained from the District.
C. Once downloaded or otherwise incorporated into an Agency investigative file, the video footage shall be considered a "law enforcement unit record" and maintained as an Agency record in accordance with applicable law, Agency records retention schedules, evidentiary requirements, and the Government Records Access and Management Act (GRAMA).
D. Access to, use of, and disclosure of video footage shall be limited to individuals with a legitimate educational, safety, administrative, or law enforcement need to know, or as otherwise required by law, court order, subpoena, or lawful records request.
E. SROs shall not display, disseminate, share, copy, or use video footage for personal purposes, training presentations, public demonstrations, or any purpose unrelated to an official law enforcement function unless expressly authorized by the District and permitted by law.
F. The SRO shall document as part of an official report, all video footage exported or copied from District systems, including date, time, purpose, and receiving officer.
G. Nothing in this section authorizes unrestricted access to student education records or otherwise limits the District's obligations under FERPA, GRAMA, or other applicable privacy laws.

7.05 Law Enforcement Unit Records. Records, logs, body-worn camera footage, or investigative files created and maintained independently by the SRO solely for law enforcement or criminal prosecution purposes (rather than internal school disciplinary actions) do *not* constitute student education records under FERPA or SPDPA. These records remain under the sole control of the Agency, but may be shared with District administration under the provisions of GRAMA when necessary to ensure school safety.

7.06 Sharing of Records. Upon written request, the District may disclose records to the Agency as authorized by the Government Records Access and Management Act (GRAMA), FERPA, and other applicable laws. Any records shared pursuant to this Agreement shall be used only for authorized governmental or law enforcement purposes and shall be maintained in accordance with applicable confidentiality, records retention, and disclosure requirements.

A. Notwithstanding any provision of this section, the District shall comply with any valid search warrant, subpoena, court order, or other lawful process requiring the production of records, student information, or video footage. The District may consult with legal counsel regarding the scope and validity of the request and shall produce responsive records as soon as legally practicable, unless the legal process requires immediate compliance or prohibits such consultation.
B. Nothing in this Agreement shall be construed to limit or delay the Agency's ability to obtain records through lawful judicial process or other authority provided by law.

7.07 Cybersecurity Provision. The Agency shall implement reasonable administrative, technical, and physical safeguards to protect any District information systems or records to which access is granted.

SECTION EIGHT:
GOVERNMENT IMMUNITY

8.01 Liability and Governmental Immunity. The District and the Agency are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101 et seq. ("Act"). Each Party shall be responsible for any loss, liability, damage, or expense arising out of or resulting from the negligent or wrongful acts or omissions of its own elected officials, officers, employees, agents, or volunteers, to the extent permitted by law. Each Party shall be solely responsible for its own acts and omissions and those of its officers, employees, and agents.

Nothing in this Agreement shall be construed as:

1. A waiver of any defenses, immunities, limitations of liability, or protections provided under the Act or other applicable law; or
2. An assumption by either Party of liability for the acts or omissions of the other Party or its personnel.

To the extent any provision of this Agreement is inconsistent with the Act, the Act shall control. Each Party reserves all rights, immunities, defenses, and limitations available under the Governmental Immunity Act of Utah.

SECTION NINE:
RESPONSIBILITY FOR SALARY AND BENEFITS

9.01 Except as otherwise explicitly provided in Section Three and Section Ten of this Agreement, the District shall not be responsible for the payment of any salaries, wages, benefits, overtime, or other compensation to any Agency personnel assigned to perform services under this Agreement. Agency personnel shall remain employees of the Agency for all purposes, including payroll, benefits, supervision, discipline, and workers' compensation.

9.02 The District shall not be responsible for workers' compensation benefits, disability benefits, unemployment benefits, or any other compensation arising out of injury, illness, or death of Agency personnel occurring in the course of their employment, except as expressly required by law or otherwise specifically provided in this Agreement.

9.03 The Agency shall remain solely responsible for payroll taxes, retirement contributions, pension obligations, health insurance, workers' compensation coverage, unemployment insurance, and all other employment-related obligations associated with Agency personnel.

9.04 Each Party shall be responsible for providing workers' compensation coverage and other employment-related benefits for its own employees in accordance with applicable law.

Nothing in this Section shall be construed as a waiver of any defenses, immunities, or limitations of liability available to either Party under the Governmental Immunity Act of Utah or other applicable law.

SECTION TEN:
COMPENSATION, BILLING, AND PAYMENT

10.01 Compensation and Billing

A. Beginning with the 2026–2027 school year, the Agency shall invoice the District on a quarterly basis for services provided by each School Resource Officer (SRO) assigned under this Agreement, in accordance with the staffing and compensation terms agreed to by the Parties and set forth in Attachment A.
B. For the 2026–2027 school year, the total cost for each full-time SRO shall be based on the Agency's actual salary and benefit costs as detailed in Attachment A. For each subsequent school year during the term of this Agreement, the base cost may be adjusted to reflect documented changes in salary and benefits incurred by the Agency, subject to written agreement or budget approval by the District.
C. All invoices shall be submitted by the Agency and paid by the District within thirty (30) days of receipt.
D. In the event this Agreement is terminated during a school year, compensation for SRO services shall be prorated based on the portion of the school year during

which services were actually provided.

10.02 Extra-Duty Assignments. Upon request by an individual school for SRO coverage of extracurricular activities or other extra-duty assignments, the Agency shall invoice the school separately for such services:

A. Extra-duty services shall be compensated at the applicable overtime rate of time and half of the assigned officer hourly rate, including any payroll-related FICA costs.
B. Invoices for extra-duty assignments shall be submitted by the Agency and paid by the District within thirty (30) days of receipt.

10.03 The rates set forth in Attachment A may be renegotiated at the request of either Party prior to July 1 of each year of this Agreement. Any adjusted rates shall reflect the actual and documented cost of services provided, including salary and benefit changes, and shall be determined in accordance with the Agency's established cost methodology and subject to mutual written agreement of the Parties. Any changes to the rates shall not take effect unless formally approved in writing by both the District and the Agency.

10.04 The compensation paid by the District to the Agency pursuant to this Agreement is intended to support the provision of School Resource Officer services described herein. The Agency shall use such funds in a manner consistent with its lawful budgeting, accounting, and expenditure practices for the provision of those services. Nothing in this Agreement shall require the Agency to establish a separate fund or account for such payments, nor shall it restrict the Agency's lawful authority to allocate funds within its budget in accordance with applicable law and its internal fiscal policies.

10.05 Upon reasonable notice, the District may request documentation reasonably necessary to verify invoiced salary and benefit costs. Annual salary and benefit adjustments shall be supported by payroll records, budget documents, or other documentation reasonably acceptable to the District.

10.06 The District shall remit payment for one quarter of the contract amount to the Agency within thirty (30) days after receipt of a properly submitted invoice, in a form approved by the District, at the close of each school quarter. If payment is not made within the time specified, the Agency may assess interest on the unpaid balance at the applicable statutory rate for judgments or as otherwise permitted by Utah law, accruing from the date payment was due until paid in full. The Agency shall also retain any other remedies available at law or in equity for late payment.

SECTION ELEVEN: INTERLOCAL AGREEMENT

11.01 Compliance with Interlocal Act. In satisfaction of the requirements of the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq., the Parties agree as follows:

A. This Agreement shall be approved by each Party in accordance with Utah Code Ann. § 11-13-202.5;
B. This Agreement shall be reviewed as to proper form and compliance with applicable law by legal counsel authorized to represent each Party, pursuant to Utah Code Ann. § 11-13-202.5(3);
C. A fully executed original or counterpart of this Agreement shall be filed with the official records of each Party, pursuant to Utah Code Ann. § 11-13-209;
D. No separate legal or administrative entity is created by this Agreement, and each Party shall retain its separate governance, authority, and responsibility.
E. The Parties acknowledge that this Agreement constitutes an interlocal cooperation agreement and shall be interpreted consistently with the Utah Interlocal Cooperation Act.
F. This Agreement shall not be effective until approved by the governing bodies of both Parties as required by the Interlocal Cooperation Act.
G. Each Party shall maintain insurance coverage, self-insurance, participation in a risk management fund, or other financial protection as authorized by Utah law sufficient to satisfy its obligations under this Agreement.

SECTION TWELVE: PROBLEM RESOLUTION

12.01 Meet and Confer. Upon request, the Parties, through their designated authorized representatives, shall meet and confer in good faith to discuss and attempt to resolve any issues arising under this Agreement, including but not limited to service performance concerns, individual officer performance issues as they relate to this Agreement, and costs or budgetary matters for future periods.

A. The Parties shall meet within thirty (30) days of a written request for dispute resolution.
B. Prior to initiating litigation, the Parties may mutually agree to participate in non-binding mediation.
C. Nothing in this Section shall be construed to grant either Party authority over the employment, discipline, or internal personnel decisions of the other Party’s employees.

SECTION THIRTEEN: AMENDMENT

13.01 This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties. Any amendment requiring additional appropriations, staffing changes, or material operational modifications shall be approved by the governing bodies of both Parties as required by law.

13.02 Any notice required under this Agreement shall be in writing and delivered personally, by certified mail, recognized overnight courier, or electronic mail with confirmation of receipt to the designated representatives of each Party.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this Agreement as of the date first written above.

AGENCY

By: ________________________________
Title: Mayor *(or other duly authorized representative)*

ATTEST:

____
Agency Recorder/Clerk

Approved as to Form and as Compatible with State Law:

____
Agency Attorney

WEBER SCHOOL DISTRICT BOARD OF EDUCATION

By: ________________________________

Name: ______________________________

Title: _______________________________

ATTEST:

____
Board Secretary
Approved as to Form and as Compatible with State Law:

____
Weber School District Attorney

ATTACHMENT A

WEBER COUNTY SHERIFF'S OFFICE
COST BREAKDOWN

SHERIFF'S OFFICE	HOURS	2026–2027	2027-2028*	2028-2029*	2029-2030*	2030-2031*
Fremont High School	40	$86,918.64	$95,343.10	$104,225.37	$113,586.86	$125,640.50
Rocky Mountain Jr. High School	40	$86,918.64	$95,343.10	$104,225.37	$113,586.86	$125,640.50
Wahlquist Jr. High School	40	$86,918.64	$95,343.10	$104,225.37	$113,586.86	$125,640.50
Bonneville High School	40	$86,918.64	$95,343.10	$104,225.37	$113,586.86	$125,640.50
T.H. Bell Jr. High School	40	$86,918.64	$95,343.10	$104,225.37	$113,586.86	$125,640.50
Snowcrest Jr. High School	40	$86,918.64	$95,343.10	$104,225.37	$113,586.86	$125,640.50
Two Rivers High School	40	$86,918.64	$95,343.10	$104,225.37	$113,586.86	$125,640.50
West Field High School	40	$86,918.64	$95,343.10	$104,225.37	$113,586.86	$125,640.50
Mountain View Jr. High School	40	$86,918.64	$95,343.10	$104,225.37	$113,586.86	$125,640.50
TOTAL PAID BY DISTRICT		**$782,267.76**	**$858,087.93**	**$938,028.30**	**$1,022,281.78**	**$1,130,764.46**

*Estimated Cost

ATTACHMENT A

ROY CITY POLICE DEPARTMENT
COST BREAKDOWN

ROY POLICE	HOURS	2026–2027	2027-2028*	2028-2029*	2029-2030*	2030-2031*
Roy High School	40	$101,072.51	$114,179.18	$128,573.41	$144,376.92	$161,697.83
Roy Jr. High School	40	$101,072.51	$114,179.18	$128,573.41	$144,376.92	$161,697.83
Sand Ridge Jr. School	40	$101,072.51	$114,179.18	$128,573.41	$144,376.92	$161,697.83
TOTAL PAID BY DISTRICT		**$303,217.54**	**$342,537.53**	**$385,720.24**	**$433,130.77**	**$485,093.50**

*Estimated Cost

ATTACHMENT A

SOUTH OGDEN CITY POLICE DEPARTMENT
COST BREAKDOWN

SOUTH OGDEN POLICE	HOURS	2026–2027	2027-2028*	2028-2029*	2029-2030*	2030-2031*
South Ogden Jr. High School	40	$102,628.36	$114,635.15	$127,626.35	$141,675.78	$156,862.52
TOTAL PAID BY DISTRICT		**$102,628.36**	**$114,635.15**	**$127,626.35**	**$141,675.78**	**$156,862.52**

*Estimated Cost

ATTACHMENT A

HARRISVILLE POLICE DEPARTMENT
COST BREAKDOWN

HARRISVILLE POLICE	HOURS	2026–2027	2027-2028*	2028-2029*	2029-2030*	2030-2031*
Orion Jr. High School	40	$83,809.88	$93,457.03	$103,875.28	$115,121.62	$127,257.05
TOTAL PAID BY DISTRICT		**$83,809.88**	**$93,457.03**	**$103,875.28**	**$115,121.62**	**$127,257.05**

*Estimated Cost

ATTACHMENT A

PLEASANT VIEW POLICE DEPARTMENT
COST BREAKDOWN

PLEASANT VIEW POLICE	HOURS	2026–2027	2027-2028*	2028-2029*	2029-2030*	2030-2031*
Weber High School	40	$91,233.91	$102,607.50	$115,220.48	$129,076.50	$144,214.67
TOTAL PAID BY DISTRICT		**$91,233.91**	**$102,607.50**	**$115,220.48**	**$129,076.50**	**$144,214.67**

*Estimated Cost

ATTACHMENT A

NORTH OGDEN POLICE DEPARTMENT
COST BREAKDOWN

NORTH OGDEN POLICE	HOURS	2026–2027	2027-2028*	2028-2029*	2029-2030*	2030-2031*
North Ogden Jr. High School	40	$103,109.30	$116,167.77	$130,786.73	$146,816.51	$164,380.83
TOTAL PAID BY DISTRICT		**$103,109.30**	**$116,167.77**	**$130,786.73**	**$146,816.51**	**$164,380.83**

*Estimated Cost

Agreement--Uses a 75% SY Base--Phased in over FIVE years

					80%		**85%**		**90%**		**95%**		**100%**	
				Current	**Year 1**		**Year 2**		**Year 3**		**Year 4**		**Year 5**	
				Costs	80% SY Base	%	85% SY Base	%	90% SY Base	%	95% SY Base	%	100% SY Base	%
	School	#	Jurisdiction	SY 2025-2026	SY 2026-2027	Change	SY 2027-2028	Change	SY 2028-2029	Change	SY 2029-2030	Change	SY 2030-3031	Change
1	Orion JHS	**405**	Harrisville City	**88,199**	83,810	**-4.98%**	93,457	**11.51%**	103,875	**11.15%**	115,122	**10.83%**	127,257	**10.54%**
2	North Ogden .	**402**	North Ogden City	**88,199**	103,109	**16.91%**	116,168	**12.66%**	130,787	**12.58%**	146,817	**12.26%**	164,381	**11.96%**
3	Weber HS	**704**	Pleasant View Cit	**88,199**	91,234	**3.44%**	102,607	**12.47%**	115,220	**12.29%**	129,077	**12.03%**	144,215	**11.73%**
4	South Ogden .	408	South Ogden City	**88,199**	102,628	**16.36%**	114,635	**11.70%**	127,626	**11.33%**	141,676	**11.01%**	156,863	**10.72%**
5	Roy JHS	404	Roy City	**88,199**	101,073	**14.60%**	114,179	**12.97%**	128,573	**12.61%**	144,377	**12.29%**	161,698	**12.00%**
6	Sand Ridge J	406	Roy City	**88,199**	101,073	**14.60%**	114,179	**12.97%**	128,573	**12.61%**	144,377	**12.29%**	161,698	**12.00%**
7	Roy HS	708	Roy City	**88,199**	101,073	**14.60%**	114,179	**12.97%**	128,573	**12.61%**	144,377	**12.29%**	161,698	**12.00%**
			Roy City Sub-Tota	**264,597**	**303,218**	**14.60%**	**342,538**	**12.97%**	**385,720**	**12.61%**	**433,131**	**12.29%**	**485,093**	**12.00%**
8	Mountain Viev	401	Weber County	**88,199**	86,919	**-1.45%**	95,343	**9.69%**	104,225	**9.32%**	113,587	**8.98%**	125,640	**10.61%**
9	Rocky Mtn JH	403	Weber County	**88,199**	86,919	**-1.45%**	95,343	**9.69%**	104,225	**9.32%**	113,587	**8.98%**	125,640	**10.61%**
10	T.H. Bell JHS	410	Weber County	**88,199**	86,919	**-1.45%**	95,343	**9.69%**	104,225	**9.32%**	113,587	**8.98%**	125,640	**10.61%**

11	Snowcrest JH	412	Weber County	**44,100**	86,919	**97.10%**	95,343	**9.69%**	104,225	**9.32%**	113,587	**8.98%**	125,640	**10.61%**
12	Wahlquist JHS	416	Weber County	**88,199**	86,919	**-1.45%**	95,343	**9.69%**	104,225	**9.32%**	113,587	**8.98%**	125,640	**10.61%**
13	Bonneville HS	701	Weber County	**88,199**	86,919	**-1.45%**	95,343	**9.69%**	104,225	**9.32%**	113,587	**8.98%**	125,640	**10.61%**
14	West Field HS	702	Weber County	**88,199**	86,919	**-1.45%**	95,343	**9.69%**	104,225	**9.32%**	113,587	**8.98%**	125,640	**10.61%**
15	Fremont HS	706	Weber County	**88,199**	86,919	**-1.45%**	95,343	**9.69%**	104,225	**9.32%**	113,587	**8.98%**	125,640	**10.61%**
16	Two Rivers HS	730	Weber County	**88,199**	86,919	**-1.45%**	95,343	**9.69%**	104,225	**9.32%**	113,587	**8.98%**	125,640	**10.61%**
			Weber County Su	**749,692**	**782,268**	**4.35%**	**858,088**	**9.69%**	**938,028**	**9.32%**	**1,022,282**	**8.98%**	**1,130,764**	**10.61%**
			TOTAL	**1,367,085**	**1,466,266.76**	**7.26%**	**1,627,493**	**11.00%**	**1,801,257.37**	**10.68%**	**1,988,102.96**	**10.37%**	**2,208,573.01**	**11.09%**
			$ Change:		99,182		161,226		173,764.46					
		$ Change over Current:					260,408		434,172.87					

Anticipated Base Year Amounts

	26/27	**27/28**	**28/29**	**29/30**	**30/31**
Harrisville	$139,683.14	*$146,599.26*	*$153,889.31*	*$161,574.21*	*$169,676.06*
NO	$171,848.84	*$182,223.96*	*$193,758.12*	*$206,058.26*	*$219,174.44*
PV	$152,056.52	*$160,952.94*	*$170,697.00*	*$181,160.00*	*$192,286.22*
SO	$171,047.26	*$179,819.84*	*$189,076.07*	*$198,843.20*	*$209,150.02*
Roy	$168,454.19	*$179,104.59*	*$190,479.13*	*$202,634.28*	*$215,597.11*
WCSO	$144,864.40	*$149,557.81*	*$154,407.95*	*$159,420.16*	*$167,520.66*

75% of Anticipated Base Amounts

	26/27	**27/28**	**28/29**	**29/30**	**30/31**
Harrisville	$104,762.36	*$109,949.45*	*$115,416.98*	*$121,180.66*	*$127,257.05*
NO	$128,886.63	*$136,667.97*	*$145,318.59*	*$154,543.70*	*$164,380.83*
PV	$114,042.39	*$120,714.71*	*$128,022.75*	*$135,870.00*	*$144,214.67*
SO	$128,285.45	*$134,864.88*	*$141,807.05*	*$149,132.40*	*$156,862.52*
Roy	$126,340.64	*$134,328.44*	*$142,859.35*	*$151,975.71*	*$161,697.83*
WCSO	$108,648.30	*$112,168.36*	*$115,805.96*	*$119,565.12*	*$125,640.50*

Resolution No. 26-23

A RESOLUTION OF THE ROY CITY COUNCIL AMENDING THE ROY CITY PERSONNEL POLICY AND PROCEDURES MANUAL

WHEREAS, the Roy City Council has adopted a Personnel Policies and Procedures Manual that sets forth policies pertaining to personnel conduct, conditions of employment, employee classification, benefits, payroll, discipline, and other related employment matters; and

WHEREAS, the Roy City Administration, from time to time reviews and updates the Personnel Policies and Procedures Manual to ensure compliance with any recent changes in federal and state law or changes in general city policy in order to provide a quality working environment for City employees; and

WHEREAS, the Roy City Administration has reviewed and recommends adoption of the revisions and updates that are attached hereto; and

WHEREAS, the Roy City Council has reviewed the proposed amendments to the Personnel Policy Manual and has determined that the amendments are in the best interest of the employees of Roy City.

NOW THEREFORE BE IT RESOLVED by the City Council of Roy City, that the amended Roy City Personnel Policy and Procedures Manual be amended with the following additions, deletions, or amendments:

Amend Policy 1201 * Health Benefits

Attached hereto as Exhibit "A" and incorporated herein by this reference.

[ ] The change to this policy is to eliminate the benefit for employee and their spouses to use the Recreation Complex after separation of employment with Roy City and after 20 years of service and/or retirement.

[ ] The change to this policy is to require a minimum of eight years of continuous service with Roy City to receive the benefit of use of the Recreation Complex after retirement.

Passed this 21st day of July 2026.

Ann Jackson
Mayor

Attested and Recorded:

____
Brittany Fowers
City Recorder

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

Councilmember Sphar	________
Councilmember Hulbert	________
Councilmember Wilson	________
Councilmember Saxton	________
Councilmember Jackson	________

1201 * HEALTH BENEFITS

At the discretion of the City Council, the following benefits may be available to City employees and elected officials, subject to eligibility requirements.

Medical and Dental Insurance

The terms of the insurance contract(s) shall determine coverage eligibility and payment of all benefits; employees should not rely solely on verbal statements or summaries for interpretation of these documents.
In the event the City reasonably suspects abuse of any health benefits provided herein, it may request from any insurance company or service provider the utilization information of individual employees and/or dependents relative to the suspected abuse. Access to such information by any other party shall be limited by the City as required by State Law.

Eligibility

Regular full-time employees, full-time appointed employees, or as otherwise determined by the City Council or state or federal regulations. Elected officials are eligible for dental insurance benefits.

There is an established 12-month measurement period for determining whether an employee is considered to be eligible for health insurance benefits for a particular coverage period in order to be in compliance with the Patient Protection and Affordable Care Act. The measurement period is a one-year period beginning November 1, 2014, and continuing until October 31, 2015. This measurement period will continue to be recalculated for the same period (November 1 to October 31) for every year thereafter. If an employee works an average of 30 or more hours per week over this measurement period, the employee is considered to be a full-time employee for the purposes of health benefits only.

If an employee is determined to be an eligible employee during the measurement period, the employee must be offered health benefits during the next twelve months regardless of how much time the employee actually works. If during the measurement period it is determined that an employee is not an eligible employee, then the employee will not be entitled to health benefits during the next year regardless of how many hours the employee works during the year.

For new hires, the measurement period to determine if the employee is considered to be full-time and eligible for health benefits begins on the date of the hire and continues for one year. For every year after that initial year, the measurement period will begin on November 1 and occurs immediately after the hiring date and continues to October 31 of that respective year.

Enrollment

The employee must complete the online enrollment within thirty (30) days of hire or change of family status to be eligible for benefit coverage. For employees who do not enroll within 30 days, enrollment will be limited to an annual open enrollment period, which shall be the month of June for a beginning coverage date of the following July 1st.

Employee Contribution

The City Council shall determine contribution levels to be paid by the City. The remaining balance for medical and dental coverage shall be paid by the employee.

Life Insurance

Regular full-time employees are presently covered by life insurance, paid by the City and taxable to the employee, which is in effect during their employment with the City. The present policy provides one times annual salary for up to five years of employment, one and one-half times annual salary for over five and up to ten years employment, and two times annual salary for over eleven years. The City also covers the employee's spouse at $10,000 and each minor child at $5,000. Additional life insurance may be made available at a minimal cost to the employee although a life insurance qualification form must be filled out and approved through the insurance carrier.

Long-Term Disability Program

In accordance with the Public Employees Long-Term Disability Act, Utah Code Ann. § 49-21-102, et seq, as amended, and any successor statutes, Roy City makes contributions for all regular full-time employees, except employees covered under the Firefighters Retirement Act or employees covered by the Public Safety Retirement Act who are covered under a long-term disability program offered by another political subdivision. Employees are responsible for paying the taxes on this benefit which will be reflected on their W-2 earning report. An employee must be out of work continuously for a set amount of time before long-term disability benefits begin. See the current Long-Term Disability policy for benefit descriptions and guidelines.

Employee Assistance Program

Regular full-time employees, part-time firefighters, and their dependents are covered by an Employee Assistance Program without cost to the employee. The City recognizes that behavioral-medical problems such as alcoholism, drug dependency, and physiological disorders can be treated successfully. While the City has no intention of interfering in an employee's private life, it is the policy of the City to become involved and endeavor to help when an employee's job performance is affected on a continuing basis or when an employee requests help. Employee referral to and participation in a program shall be treated in a confidential manner and associated information shall neither appear in the employee's personnel records, nor be released to anyone without the written approval of the employee, except when disciplinary action is being taken under other provisions.

Recreation Access

Recreation Complex

The City encourages employees to maintain a healthy lifestyle. The City shall provide access, without charge, for its full-time employees and immediate family residing with the employee to the Recreation Complex during regular operating hours. The City will also make available to full-time employees and their spouse's access, without charge, to exercise classes taught at the Complex. Fees will apply to other classes and recreational activities. The Department Director shall complete a Recreation Access Form (F-32) in order for the employee to participate in the program.

Other non-full-time employees may receive the above benefit if recommended by their Department Director and approved by the City Manager. Part-time employees must work continuously for nine months before being considered for this benefit.

If an employee in good standing leaves Roy City employment after 20 years of service and/or retirement, the employee and their spouse (children not included) may continue this benefit if requested at the time of separation. Employees terminated for cause shall not receive this benefit. In the event the separated employee dies, the spouse can continue the benefit until their death. Effective July 21, 2026, this benefit shall not be available to any employee hired by Roy City on or after July 21, 2026, or to the spouse of any such employee. Only employees hired before July 21, 2026, who otherwise satisfy the eligibility requirements of this policy shall be eligible to receive this benefit.

OR

Effective July 21, 2026, an employee must have completed at least eight (8) years of continuous service with Roy City immediately preceding retirement to be eligible for this benefit. Employees who retire with fewer than eight (8) years of service shall not be eligible for this benefit, and neither shall their spouse. This eight (8) year requirement shall not apply to any employee hired before July 21, 2026, who otherwise satisfy the eligibility requirements of this policy.

Aquatic Center

Aquatic Center benefits for employees will be set by the City Council. When purchasing admission or punch passes, employees will pay resident prices. Each summer the following benefit may be available:

Full-time employees, ONE of the following:

- One (1) ten punch pass
- Unlimited admission with Recreation Complex ID Card (including immediate family members living in the household)

Part-time employees working year-round:

- One (1) ten punch pass

Other active seasonal employees:

- One (1) single punch pass

<u>Other</u>

The Recreation Department allows for discounts on recreational programs for full-time City employees. Full-time employees shall be allowed to reserve a City Park bowery on a limited basis, without charge. This shall also apply to use of rooms at municipal facilities.

<u>COBRA (Continuation of Coverage) for Health and Dental Insurance</u>

Covered employees whose employment with the City is either voluntarily or involuntarily terminated and who have been employed with the City for at least six (6) months prior to their termination will be eligible for continuation of benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

<u>Premiums</u>

The beneficiary shall pay the full monthly premium and will be assessed an administration charge.

Notification

Employees have sixty (60) days from the date they would lose coverage due to a qualifying event to inform the City's assigned COBRA administrator that they want to continue coverage.

If the employee's spouse or one of the employee's dependents becomes eligible because of a qualifying event, the employee must inform the City's assigned COBRA administrator within sixty (60) days of the qualifying event.