

**City Manager**  
Matt Andrews

**Assistant City Manager**  
Brody Flint

**City Recorder**  
Brittany Fowers



**Mayor**  
Robert Dandoy

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

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

**A. Welcome & Roll Call**

**B. Moment of Silence**

**C. Pledge of Allegiance**

**D. Consent Items**

1. October Financial Statements
2. October 17, 2023, Roy City Council Meeting Minutes; October 17, 2023, Roy City Special Work Session Minutes; November 7, 2023, Roy City Council Meeting Minutes.

**E. Public Comments**

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

**F. Presentation**

1. Fiscal Year 2023 Audit Report – Ryan Child with Child Richards CPA’s & Advisors

**G. Action Items**

1. **Consideration of Resolution 23-27;** A Resolution requesting the recertification of the Roy/Weber Justice Court.
2. **Consideration of Resolution 23-28;** A Resolution approving the news publication agreement with Connection Publishing, LLC.
3. **Consideration of Resolution 23-29;** A Resolution approving an Interlocal Agreement between Roy City and Weber County, wherein weber county will accept waste transported to the transfer station.
4. **Consideration of Ordinance 23-14;** An Ordinance Establishing a Transient Room Tax, Adopting Relevant Provisions of the Utah Sales and Use Tax Act and Providing for Collection and Use of Revenues.
5. **Approval of the 2023 General Election Canvass**

**H. Discussion Items**

1. Yard Sale Sign Ordinance
2. Land Use Updates – Subdivision Regulations
3. Land Use Updates - IADU
4. Flashing Pedestrian Beacon Lights at 3100 W 4950 S



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5. Speed Limit on 4400 South

**A. Special Public Comment Period**

If you are unable to attend in person and would like to make a comment during this portion of our meeting on the 4400 S Speed Limit, you will need to email [admin@royutah.org](mailto:admin@royutah.org) ahead of time for your comments to be shared. This is an opportunity to address the Council regarding concerns on only the 4440 S Speed Limit. To help allow everyone attending this meeting to voice their concerns or ideas, please consider limiting the time you take. If you feel your comments will exceed the three minutes, then please email [admin@royutah.org](mailto:admin@royutah.org). Your information will be forwarded to all council members and a response will be provided.

6. UDOT TTIF First Last Mile Project Nomination

**I. City Manager & Council Report**

**J. Adjournment**

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

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

**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 1st day of December 2023. A copy was also posted on the Roy City Website and Utah Public Notice Website on this 1st day of December 2023.

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

Brittany Fowers  
City Recorder



ROY CITY CORPORATION  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
PROPERTY TAX	26,593.90	80,840.22	4,330,100.00	4,249,259.78	1.9
SALES AND USE TAX	654,583.01	1,288,063.39	8,660,000.00	7,371,936.61	14.9
FRANCHISE TAX	295,643.60	987,836.95	3,501,950.00	2,514,113.05	28.2
LICENSES AND PERMITS	14,963.02	76,927.72	426,000.00	349,072.28	18.1
INTERGOVERNMENTAL	0.00	173,036.41	1,560,434.00	1,387,397.59	11.1
CHARGES FOR SERVICES	180,612.42	1,339,733.31	3,447,500.00	2,107,766.69	38.9
FINES AND FORFEITURES	69,636.78	303,010.23	653,000.00	349,989.77	46.4
MISCELLANEOUS REVENUE	186,244.44	582,296.90	346,500.00	( 235,796.90)	168.1
CONTRIBUTIONS AND TRANSFERS	0.00	18,000.00	1,528,931.00	1,510,931.00	1.2
	<u>1,428,277.17</u>	<u>4,849,745.13</u>	<u>24,454,415.00</u>	<u>19,604,669.87</u>	<u>19.8</u>
<u>EXPENDITURES</u>					
LEGISLATIVE	26,269.62	140,275.61	541,872.00	401,596.39	25.9
LEGAL	32,902.82	99,713.16	433,717.00	334,003.84	23.0
LIABILITY INSURANCE	20,918.42	83,673.68	251,021.00	167,347.32	33.3
JUSTICE COURT	39,095.58	143,708.98	453,796.00	310,087.02	31.7
FINANCE	32,138.11	118,488.46	508,084.00	389,595.54	23.3
TRANSFERS	76,036.66	447,041.64	1,057,440.00	610,398.36	42.3
BUILDING/GROUND MAINT DIVISION	57,243.82	205,245.54	722,165.00	516,919.46	28.4
POLICE AND ANIMAL SERVICES	571,596.44	2,141,034.96	7,239,974.00	5,098,939.04	29.6
FIRE & RESCUE	423,909.13	2,052,807.49	6,027,541.00	3,974,733.51	34.1
COMMUNITY DEVELOPMENT	56,702.84	208,371.11	793,251.00	584,879.89	26.3
STREETS DIVISION	54,179.04	207,364.91	774,096.00	566,731.09	26.8
FLEET SERVICES DIVISION	16,775.92	59,429.66	245,594.00	186,164.34	24.2
PUBLIC WORKS ADMINISTRATION	22,330.66	105,206.26	449,551.00	344,344.74	23.4
RECREATION COMPLEX	210,705.99	583,094.61	2,062,001.00	1,478,906.39	28.3
AQUATIC CENTER	32,778.39	347,472.56	784,608.00	437,135.44	44.3
ROY DAYS	33,538.79	98,886.60	133,400.00	34,513.40	74.1
PARKS & RECREATION	465,492.28	847,917.23	1,976,304.00	1,128,386.77	42.9
	<u>2,172,614.51</u>	<u>7,889,732.46</u>	<u>24,454,415.00</u>	<u>16,564,682.54</u>	<u>32.3</u>
	<u>( 744,337.34)</u>	<u>( 3,039,987.33)</u>	<u>0.00</u>	<u>3,039,987.33</u>	<u>.0</u>

ROY CITY CORPORATION  
 FUND SUMMARY  
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
41 CAPITAL PROJECTS FUND	44,894.41	177,005.70	2,053,500.00	1,876,494.30	8.6
50 UTILITY ENTERPRISE FUND	841,993.60	3,480,573.67	9,958,330.00	6,477,756.33	35.0
51 STORM WATER UTILITY FUND	109,201.43	434,913.82	1,203,852.00	768,938.18	36.1
53 SOLID WASTE UTILITY FUND	269,908.20	1,076,619.73	2,828,389.00	1,751,769.27	38.1
60 INFORMATION TECHNOLOGY	75,723.00	302,892.00	939,875.00	636,983.00	32.2
63 RISK MANAGEMENT FUND	29,883.51	119,534.04	358,602.00	239,067.96	33.3
64 CLASS "C" ROADS	14,695.13	291,500.97	2,783,380.00	2,491,879.03	10.5
65 TRANSPORTATION INFRASTRUCTUR	183,712.92	268,193.06	725,000.00	456,806.94	37.0
67 STORM SEWER DEVELOPMENT	3,504.51	12,199.77	196,000.00	183,800.23	6.2
68 PARK DEVELOPMENT	3,209.47	10,621.23	273,000.00	262,378.77	3.9
71 REDEVELOPMENT AGENCY	11,586.82	51,793.62	1,513,710.00	1,461,916.38	3.4
75 CEMETERY FUND	20.00	80.00	0.00	( 80.00)	.0
94 GENERAL LONG TERM DEBT	0.00	0.00	0.00	0.00	.0
	1,588,333.00	6,225,927.61	22,833,638.00	16,607,710.39	27.3
<u>EXPENDITURES</u>					
41 CAPITAL PROJECTS FUND	88,716.50	294,347.23	2,053,500.00	1,759,152.77	14.3
50 UTILITY ENTERPRISE FUND	377,374.82	1,907,709.19	9,958,330.00	8,050,620.81	19.2
51 STORM WATER UTILITY FUND	89,039.13	250,717.50	1,203,852.00	953,134.50	20.8
53 SOLID WASTE UTILITY FUND	362,311.90	648,646.81	2,828,389.00	2,179,742.19	22.9
60 INFORMATION TECHNOLOGY	70,147.26	368,157.64	939,875.00	571,717.36	39.2
63 RISK MANAGEMENT FUND	14,624.23	246,614.48	358,602.00	111,987.52	68.8
64 CLASS "C" ROADS	535,777.15	844,323.32	2,783,380.00	1,939,056.68	30.3
65 TRANSPORTATION INFRASTRUCTUR	0.00	6,305.72	725,000.00	718,694.28	.9
67 STORM SEWER DEVELOPMENT	0.00	462.42	196,000.00	195,537.58	.2
68 PARK DEVELOPMENT	0.00	0.00	273,000.00	273,000.00	.0
71 REDEVELOPMENT AGENCY	0.00	4,523.84	1,513,710.00	1,509,186.16	.3
75 CEMETERY FUND	0.00	0.00	0.00	0.00	.0
94 GENERAL LONG TERM DEBT	0.00	0.00	0.00	0.00	.0
	1,537,990.99	4,571,808.15	22,833,638.00	18,261,829.85	20.0
	50,342.01	1,654,119.46	0.00	( 1,654,119.46)	.0



**ROY CITY**  
**Roy City Council Meeting Minutes**  
**October 17, 2023– 5:30 p.m.**  
Roy City Council  
5051 S 1900 W Roy, UT 84067

Minutes of the Roy City Council Meeting held in person in the Roy City Council Chambers and streamed on YouTube on October 17, 2023, at 5:30 p.m.

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

The following members were in attendance:

Mayor Dandoy	City Manager, Matt Andrews
Councilmember Jackson	City Attorney, Matt Wilson
Councilmember Joe Paul	City Recorder, Brittany Fowers
Councilmember Scadden	
Councilmember Wilson	
Councilmember Sophie Paul	

Excused:

Also present were: Police Chief, Matthew Gwynn; Fire Chief, Theron Williams; Management Services Director, Amber Kelley; Parks and Recreation Director, Michelle Howard; Glenda Moore, Kevin Homer, Sally Naknawit, Aaron Smith, Leon Wilson, Rob Sant, Michael Ghan, Dennis Brown, Jeremy Thompson.

**A. Welcome & Roll Call**

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

**B. Moment of Silence**

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

**C. Pledge of Allegiance**

Councilmember Scadden led the audience in reciting the Pledge of Allegiance.

**D. Consent Items**

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

- 1. Approval of the September 19, 2023, Roy City Council Meeting Minutes; July and August 2023 Financial Statements; and Request for alcoholic beverage license for So Delicious Japanese Wasabi, located at 1780 W 5600 S.**

**Councilmember Joe Paul motioned to approve the Consent Items as the September 19, 2023, Roy City Council Meeting Minutes, with changes to the minutes as noted; the July and August 2023 Financial Statements; and Request for alcoholic beverage license for So Delicious Japanese Wasabi, located at 1780 W 5600 S. Councilmember Wilson seconded the motion. All Councilmembers voted “aye”. The motion carried.**

**E. Public Comments**

Mayor Dandoy opened the floor for public comments.

Aaron Smith gave his address as 4596 S 2350 W. Apt F, Roy Utah. He expressed concerns about the excessive noise generated by Roy High School, which he lived across the street from. He specified he did not have an issue with sports games or the band, but he took issue with the artificially amplified noises made at the school which shook the floors and windows of his home. He reported he had spoken with Weber County School District after Homecoming, although the problem had not abated. He requested a sound study be completed, and said any sound over 80 decibels caused damage to the eardrum over time. Mr. Smith stated he had tried to solve this peacefully, although nothing had been done and he specifically stated the fireworks set off at the high school were not okay, and could even be traumatizing to some people or dogs. He complained that he was not made aware about days when fireworks were set off, such as football game days, and he added the fireworks started early and did not end until late at night. He asked why high school students were entitled to have explosives, and complained this was a misuse of taxpayer money. He asked that a limit be put on the times of day and the frequency of explosives at the school, and requested that no noise generated by the high school exceed 85 decibels. He also noted the volume of people who attended the games and he asked the attendance be more tightly controlled, since there was an overflow of traffic which posed safety issues.

Mayor Dandoy said there were specific City ordinances in relation to noise, and said even the school did not have the right to violate those ordinances, and he assured Mr. Smith they would investigate this issue.

Mayor Dandoy closed the floor for public comments.

**F. Action Items**

1. **Consideration of Resolution 23-20; A Resolution Approving and Authorizing the Execution of an Interlocal Agreement Between Roy City and the Weber School District, Wherein Roy City Will Provide Law Enforcement Personnel to Various School Campuses Located in Roy City.**

Police Chief Matthew Gwynn explained the resolution and provided some background, and stated this was the renegotiation of an existing document. He said the agreement had been negotiated with the School District and the City, and noted minimal changes had been made to the original agreement. He noted there had been concerns about police officers being “in charge” when administrators were not present, so language had been added to the agreement to clarify that was not the case and officers would only be responsible for the safety of students and staff.

The Councilmembers expressed appreciation for the renegotiation of the contract. Councilmember Wilson asked what happened when the appointed School Resource Officer had to be away for training, and Police Chief Gwynn replied there were other School Resource Officers who would substitute for a day or two, and said the main consideration would be what happened in the event that the designated officer had to be away for a week or more.

**Councilmember Scadden motioned to approve Resolution 23-20; A Resolution Approving and Authorizing the Execution of an Interlocal Agreement Between Roy City and the Weber School District, Wherein Roy City Will Provide Law Enforcement Personnel to Various School Campuses Located in Roy City. Councilmember Jackson seconded the motion, a roll call vote was taken, all Councilmembers voted “Aye” and the motion passed.**

2. **Consideration of Resolution 23-21;** A Resolution of the Roy City Council Amending an Interlocal Agreement Between Roy City Corporation, Ogden City Corporation, South Ogden City, Corporation, Riverdale City Corporation, North View Fire District, and the Weber Fire District adding Washington Terrace City as a Participant in the Automatic Aid Fire Agreement, A Resolution Approving and Authorizing the Execution of an Interlocal Agreement.

Fire Chief Theron Williams explained the primary change to this agreement was the incorporation of Washington Terrace City as a participant, which he noted was a benefit since they now had staff to help with response. He stated there were no other changes.

Councilmember Wilson asked what the changes made in Washington Terrace City were, and Fire Chief Williams elaborated that Washington Terrace City now were able to staff a full-time engine. He explained this allowed them to assist not only their own residents but also surrounding towns, so they did not have to rely only on volunteer staff or other jurisdictions.

Mayor Dandoy went over mutual aid agreements compared to automatic aid agreements and asked for clarification. He stated this agreement was an automatic aid agreement and detailed how the response went. Fire Chief Williams clarified this was correct, although specified it only applied to fire response and not emergency medical services. Mayor Dandoy added Roy had two fire stations, and at all times at least one fire response team was within Roy City boundaries.

Mayor Dandoy stated they had 122 emergency responses in 2022, and 49% of those responses had been outside of Roy City. He reported of the total mutual aid responses, Roy City had received 26 responses back. Mayor Dandoy discussed the purpose of the mutual aid agreements was for the City to get aid in response to the services they offered, although based on the data that was not actually happening for Roy City. Mayor Dandoy spoke about how Roy City did not receive enough outside aid, and so Roy City residents ended up subsidizing the cost of aid for other cities. He discussed how this was a problem since Roy could not be reimbursed for expenses related to fire response unless it was a wildfire, although as of 2022 Roy City did not have the appropriate vehicles to respond to wildfire. Fire Chief Williams interjected to confirm this, and stated they now had vehicles which could respond to brush fires, although they still needed support and equipment from other cities in the event of wildfire.

Mayor Dandoy also discussed the guidelines about how to formulate mutual aid agreements, and said the agreements were supposed to include reimbursement and liability details. He opined they needed to discuss how Roy would get fair compensation for their contributions to the mutual aid agreement, since their staff, resources, and fire trucks were primarily working outside of Roy City. Mayor Dandoy said it was important that there always be enough staff within Roy City to support their own fires and emergencies. He clarified he was not advocating that Roy City not help other cities, but thought Roy City should ask for compensation for the assistance they provided, since currently the taxpayers of Roy were subsidizing the cost of fire trucks and other equipment. He specified as well that he only wished to pursue this conversation with other mayors and COG if the Council supported this idea.

Fire Chief Williams noted this data did not include all of the times that a call was patched in but then immediately canceled, and he discussed it was difficult to use this set of data exclusively. He agreed with Mayor Dandoy that Roy City disproportionately responded to calls from outside Roy, although noted the data was slightly skewed and said there were some other options, such as not sending out ambulances. He added he had not heard of cities requesting compensation for mutual aid agreements.

Councilmember Jackson reported she had called and asked other fire departments in the area about

compensation, and said none of the departments had indicated they received any kind of financial compensation for their participation in the mutual aid agreements. Fire Chief Williams explained how stacking worked in terms of geography and staffing, and explained efforts were made to ensure no city depleted their own staff as they helped other cities. Fire Chief Williams said they had not looked at this in a while and so it might be time to reconsider how calls were dispatched. Councilmember Jackson asked if it was the dispatcher's decision to call a certain city, and Fire Chief Williams explained the answer was dependent on geographical areas, as outlined by the mutual aid agreement. However, he reiterated they might want to redefine those boundaries.

Councilmember Scadden recalled a fire which had taken place on his street and noted a Weber fire truck had been the one to respond, so he said he was grateful for interlocal agreements. He noted a minute could make a big difference when it came to fire response times. Mayor Dandoy clarified he was not saying they should decrease the level of service Roy offered; he worried they were not getting service in kind for the level of service they provided for the surrounding area. Mayor Dandoy also reiterated that Roy taxpayers were paying for the fire service and equipment, although they were not necessarily seeing the benefits of that. Mayor Dandoy acknowledged Fire Chief William's comment about the data not being entirely accurate, and asked if they could compile more accurate data before they made any conclusions about if they really had an issue or not. Fire Chief Williams said he wanted to do some more comprehensive work over the next several months and come back to Council with more information and data. Mayor Dandoy expressed he did not want to derail the agreement or stop the level of service, but he did want to find a way to make it more fair to Roy and their resources. Mayor Dandoy said he wanted to find in-kind benefit to Roy while still maintaining their level of service. Councilmember Wilson agreed it would be nice to have more holistic data, and wondered if a culture change would be needed if it currently was not standard for cities to be compensated for mutual aid agreements.

Mayor Dandoy said he still intended to move forward with the resolution; he just also wanted to start a conversation about being fair and equitable to Roy City. Mayor Dandoy said he would also broach the subject with the Council of Mayors. Councilmember Wilson asked how often the interlocal agreement was re-authorized, and Fire Chief Williams explained the agreement was renewed every five years. Fire Chief Williams added the motion tonight was only an amendment to the resolution that would add Washington Terrace City to the agreement, and said they were currently on year three of the agreement and it would be up for renewal in 2026. Fire Chief Williams also added Roy City was in a unique situation due to its geography and proximity to many other municipalities.

Councilmember Wilson asked about automatic aid compared to mutual aid agreements, and Fire Chief Williams explained they had more of an option to respond to calls with mutual aid agreements. He explained with mutual aid agreements, the City could consider if they had the kind of staff they needed available, whereas with automatic aid agreements there was no option. He specified it had to do with the type of call. He also clarified even with the mutual aid agreement, Roy City still responded to the call the majority of the time, although it was helpful to have the option to refuse.

**Councilmember Joe Paul motioned to approve Resolution 23-21; A Resolution of the Roy City Council Amending an Interlocal Agreement Between Roy City Corporation, Ogden City Corporation, South Ogden City, Corporation, Riverdale City Corporation, North View Fire District, and the Weber Fire District adding Washington Terrace City as a Participant in the Automatic Aid Fire Agreement, A Resolution Approving and Authorizing the Execution of an Interlocal Agreement. Councilmember Scadden seconded the motion, a roll call vote was taken, all Councilmembers voted "Aye" and the motion passed.**

3. **Consideration of Resolution 23-22; A Resolution designating individuals to act on behalf of Roy City in transactions concerning the Public Treasurers' Investment Fund.**



City Manager Matt Andrews oriented the Council to page 21 of their packets, which designated individuals to act on behalf of Roy City in regard to the Public Treasurers Investment Fund. He explained the only piece missing was a page for signatures and recommended approval of the change.

**Councilmember Scadden motioned to approve Resolution 23-22; A Resolution designating individuals to act on behalf of Roy City in transactions concerning the Public Treasurers' Investment Fund. Councilmember Sophie Paul seconded the motion, a roll call vote was taken, all Councilmembers voted "Aye" and the motion passed.**

4. **Consideration of Resolution 23-23; A Resolution of Roy City approving an Interlocal Cooperation agreement between the City and the Redevelopment Agency of Roy City.**

Rob Sant introduced himself as the owner of Urban and Main Consulting and expressed he was there that evening to discuss the next steps in the 1900 CRA. He said they had gone through the process with all the taxing entities and were now ready to meet with the Council to answer any questions they might have. He explained he would answer their questions as Councilmembers, then they would adjourn to an RDA meeting.

Mr. Sant then briefly went through a presentation that he had previously given the Council back in April. He explained how tax increments worked and noted the taxes were frozen at whatever rate they had been at when the CRA was developed, which in this case was 2022. He overviewed how the tax revenue was distributed within the City. Mr. Sant shared some estimates of the tax revenue, and explained how it was calculated. On a map, he indicated the boundaries of the project area and noted it comprised about 68 acres in total, and included two parcels on the west side of 1900.

Mr. Sant discussed why this project area had been created. He spoke about the Roy Innovation Center, which had a \$13 Billion contract from the government and would lead to many new jobs. He explained many of the new jobs would be contract work, and the employees would be looking for a nice place to live without necessarily putting down roots, so there was a need in the City for high end rentals. Another reason for the CRA was to revitalize and reinvest in Roy City's downtown. Mr. Sant shared some images of how Woodbury wanted to change the downtown landscape, and he added that reinvestment at the hotel would galvanize reinvestment throughout the rest of the 68 acres. He noted with the current market, the area was primarily commercial space rather than office, although that could change if the demand for office space increased. Mr. Sant then elaborated on some of the projected tax revenue and explained why this would be funded by tax increments rather than private investment. He highlighted the parking structure was expensive, and given market restraints and high interest rates, they would need tax increments to make that structure feasible.

Councilmember Jackson asked about their budget for infrastructure, and asked how they accounted for the increase in bids. Mr. Sant replied this type of agreement was a post-performance agreement, so increases were paid for by private capital, not the tax increment.

Councilmember Joe Paul commented on how he had spoken with many developers, builders, and contractors in Roy, who all agreed that they wanted to see more businesses in Roy. Councilmember Joe Paul said that currently, their downtown needed help and they needed a catalyst to incentivize businesses to move into Roy rather than other cities.

Councilmember Wilson where Woodbury was in the process and if they had been given approval to get started. Mr. Sant replied he had full support from the Commissioners to move forward and they were slated to speak with the County next week. He added the Water Board wanted to hold off on their

approval until the County gave theirs. Mr. Sant said once they had all their approvals, they could negotiate a development contract, and then hopefully get financing worked out so they could begin working on the site sometime in 2024. Mayor Dandoy commented the Council wanted to see some headway by Spring of next year. Mayor Dandoy elaborated on Councilmember Joe Paul's comments about needing to create an environment which would attract businesses into Roy City and the importance of revitalizing their downtown.

Councilmember Joe Paul stated he was on the Sewer Board, which Mr. Sant had just presented the previous week. He recalled how after the meeting, many of the other board members and mayors had approached him to comment on how exciting the development plans were and how beneficial this type of development would be for the City. Councilmember Jackson added how this would also create more jobs in Roy. Councilmember Jackson also asked for an estimate about how long it would be before people could move into the units, and Mr. Sant said it would be roughly 18-24 months for construction.

**Councilmember Joe Paul motioned to approve Resolution 23-23; A Resolution of Roy City approving an Interlocal Cooperation agreement between the City and the Redevelopment Agency of Roy City. Councilmember Jackson seconded the motion, a roll call vote was taken, all Councilmembers voted "Aye" and the motion passed.**

**G. Discussion Items**

1. Speed Limit Change Considerations for 4400 S.

Councilmember Wilson recalled they had initially brought this item up several months ago and announced they now had more data to discuss this more in depth. She stated 4400 South was currently 25 miles per hour, and she then listed the speed limits of several roads around Roy City that had similar volume to 4400 South and commented on their visibility. She said the roads were all major arteries, and therefore it did not make sense to keep 4400 South at only 25 miles per hour. Councilmember Wilson reported the traffic data revealed the 85% percentile at 30 miles an hour, and so the recommendation was to increase the speed limit to 35 miles per hour.

Police Chief Gwynn elaborated on the proposal. He concurred with her that the traffic data showed they could increase the speed limit, although he noted he was in favor of 30 miles an hour rather than 35. He said he had driven the road earlier that day and agreed the speed could safely be increased, although noted there was a section at the top of the hill with poor visibility. He proposed he would be in favor of a traffic increase to 35 miles an hour, except keep it to 25 miles an hour to the west of 2400 West. He explained the distinction between advisable signs and speed limits and said they did not have any way to enforce advisable signs. Police Chief Gwynn and Councilmember Wilson discussed how many drivers already drove about five miles above the speed limit, and so hypothetically if they increased the speed limit to 30 miles an hour it would not significantly change driver's behavior since many drivers were already doing 30 on that road. There was also a short discussion about specifically where on the road the signs could be posted.

Mayor Dandoy reminded the Council this was just a discussion and there would not be a motion that evening, and asked if there were any questions. He noted if the Council was in favor of the change they would move the recommendation forward for more consideration. The Councilmembers discussed this discussion had been galvanized by one resident who lived on the road and had complained about the traffic, and debated if they should reach out to other residents to see how widespread this issue was. Councilmember Joe Paul noted they had identified this area, as well as two others, in their Strategic Plan as being in need of change. Mayor Dandoy thought they should have a Town Hall meeting about this proposal and solicit feedback from the public. Mayor Dandoy directed Councilmember Wilson to share the findings of the traffic study at the meeting, so at that point everyone would have all the facts as well as

public opinion and they would be able to make an informed decision.

Mayor Dandoy summarized that although Utah law did not require an Engineering report to make a change to the speed limit, the Council wished to get public feedback before they moved forward with a decision. The Council agreed and expressed they did not want to make a decision without hearing public opinion.

#### **H. City Manager & Council Report**

City Manager Andrews announced Halloween house entries were due that week, and said so far they had 19 participants. He said judging would be done by the 22nd and the winner would be announced on the 27th.

City Manager Andrews reported they had received the lease agreement from the Verizon tower which was slated to be put in the Aquatic Center parking lot. He said he and Staff were currently reviewing it and anticipated they would have it ready for the Council's review soon.

City Manager Andrews lastly shared an award Roy City had received for their Station Area plan from the American Planning Association. He credited City Planner Parkinson and Council for their hard work with the plan.

Councilmember Jackson noted the sign by Stucco's was now ready, after some setbacks with the stone needing to be downsized.

Councilmember Joe Paul reported on behalf of the Sewer Board and said that casing had been put under the causeway and they were hoping to get a permanent patch put down before winter came. He said they had started to attach it to the pump station, and noted he could arrange tours of the pump station if any of the Councilmembers wished to see the progress.

Councilmember Sophie Paul reported on the Roy CTC and said there had been a great turnout for Family Dinner Night. She said over 700 meals had been provided for the community. She also announced Roy High Fall Sport Dinner had gone well and said they had been very appreciative of the event.

#### **I. Adjournment**

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Robert Dandoy  
Mayor

Attest:

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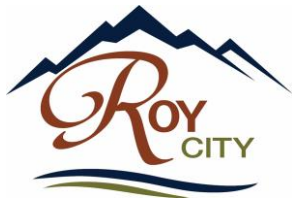
Brittany Fowers  
City Recorder

City Council Minutes

October 17, 2023

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dc:



Minutes of the Roy City Council Meeting held in person in the Roy City Council Chambers and streamed on YouTube on October 17, 2023, at 5:30 p.m.

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

The following members were in attendance:

Mayor Dandoy	City Manager, Matt Andrews
Councilmember Jackson	City Attorney, Matt Wilson
Councilmember Joe Paul	City Recorder, Brittany Fowers
Councilmember Scadden	
Councilmember Wilson	
Councilmember Sophie Paul	

Excused:

Also present were: Assistant City Manager, Brody Flint; Parks and Recreation Director, Michelle Howard.

#### **A. Welcome & Roll Call**

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

#### **B. Discussion Items**

##### 1. Traffic/Crosswalk Beacons

Mayor Dandoy discussed how often residents brought complaints about traffic, speeding, and congestion to the attention of the Council. He then pointed out the US Department of Transportation's Federal Highway Administration stated in their manual that all traffic control devices had minimum standards to provide guidelines to ensure uniformity across the nation, which meant that manual set the standard for all traffic control devices on any road open to the public. He added the State law also directed them to follow the guidelines in the manual, so anything Roy City decided to do would have to comply with the manual. Mayor Dandoy told the Council they needed to consider not only traffic control devices, which included things such as lines on pavements, crosswalk beacons, and flashing lights, but they also needed to think about that the law prohibited the installation of yield or stop signs to control traffic. He noted that in the past, the Council had voted to use a four-way intersection to control speeding, which was actually in violation of the manual. He added that it was not required to conduct a traffic study in order to change a speed limit, however, any other change to roads did require that Engineering examine the issue.

Mayor Dandoy asked how many speed indicator units they had, and City Manager Andrews replied the City had one in the City, although had ordered six more. Mayor Dandoy discussed how the speed indicator units actually informed the operator when someone was speeding and said they were effective in slowing down traffic. Mayor Dandoy said those were non-invasive traffic calming devices, and could be a good option. City Manager Andrews added they could be moved and were not a permanent installation. Councilmember Jackson commented if people got too used to the presence of a speed indicator, it might lose its effectiveness. City Manager Andrews reported on a study conducted by the University of Utah

which had found speed indicator units were primarily effective for people who intended to obey the law, but were being careless or forgot the actual speed of the road. City Manager Andrews noted the units were not effective on people who did not care or did not intend to obey the speed limit anyway.

Mayor Dandoy said the Council needed to consider three issues: the speed limit issues, the possibility of a three or four way stop, and the addition of another traffic beacon on 4300. City Manager Andrews elaborated and discussed the history of this issue, which was that a resident had come to a previous Council meeting to request the installation of a four-way stop sign at the 2500 West 5175 South. City Manager Andrews said they currently had an east-west stop sign at that intersection, but it was not a four way. He noted when they had conducted a traffic study, the results had indicated a four way stop sign could be added at the intersection. He discussed the details of the study and reported that the researchers recommended that a four way stop be added to the intersection. On top of that, City Manager Andrews proposed they add flashing lights at the new stop signs to alert people who might not be used to the stop signs being placed there, and to mitigate issues in the future. Mayor Dandoy reminded the Council this was not a vote; just a discussion, and asked what they wanted to consider doing in that intersection.

Councilmember Jackson thought the main issue was the sight triangle, and said that was a realistic fix. She asked how many criteria they needed to have in order to qualify for a four way stop, and City Manager Andrews replied there only needed to be one criteria met in order to add a four way stop. Councilmember Jackson pointed out if they could solve for the sight triangle, there would only be one criteria remaining that would justify a four way stop. She thought they could pursue options to address the sight triangle regardless of whatever else they did.

Councilmember Sophie Paul commented this was close to her house, and said her recommendation was to install a flashing stop sign on the corner of 2500 going west. She expressed concerns that if they put a four way stop sign in, people on 2500 would run the sign. She pointed out most of the accidents on the road occurred on 2500, and thought a four way stop would only increase issues.

Councilmember Jackson thought that stop sign along with the sight triangle should address the issue. The Council discussed the sight triangle briefly, and debated if it was just a Code enforcement issue. City Manager Andrews thought it was a bigger issue than just asking the homeowner on the corner to cut back their hedges; the way the road was laid out had inherent visibility issues. City Manager Andrews commented he had driven the road several times and thought the sight triangle was inhibited due to elevation changes and the curvature of the road. City Manager Andrews said the recommendation of the professionals was to install a four way stop sign. Mayor Dandoy agreed, and recalled a previous police chief had told him a similar thing about needing the approval of Engineering before the Council made decisions about road safety. Mayor Dandoy said the question for the Council was if they wanted to put a four way stop sign in, or find another solution. The Councilmembers agreed that they wanted to take the advice of the engineering experts and take their recommendation.

City Manager Andrews clarified they did not need a resolution to move forward, just a consensus. Mayor Dandoy summarized the Council wished to move forward. Councilmember Jackson asked if there would be a grace period for people in the first couple days after the signs were installed, since people who frequently drove the road would not be used to their presence. The Council discussed they would need to have flashing stop signs in order to alert drivers to their existence.

Mayor Dandoy then asked about beacons. City Manager Andrews said they had received public feedback about the addition of a crosswalk and crosswalk beacon on 4300 by Emma Russel Park, although the researchers of the traffic study had not found evidence to support this, and did not recommend a crosswalk. City Manager Andrews explained the safe walking route as identified by the traffic study, and noted that the issue was primarily students walking home from school. Mayor Dandoy said this would be a traffic

calming device, and said the manual was very specific as to how calming devices needed to be designed. Mayor Dandoy reiterated that the study did not recommend a calming device, and said there was no justification for the crosswalk. He cautioned the Council that if they chose to sidestep this and build a crosswalk anyway, they possibly opened themselves up to litigation or being in violation of the federal manual. Mayor Dandoy added they also could not install a beacon, since there was specific criteria which had to be met for a beacon to be installed, and the area did not meet the criteria. Councilmember Joe Paul commented population was not likely to increase in that area anyway, since the City was not developing anything over there and did not intend to build new homes in the area. Mayor Dandoy agreed with this, and strongly recommended that the Council not attempt to override the engineering data. Councilmember Wilson asked what the length of time was for the study was conducted, and it was discussed that the studies generally took several days to complete.

Councilmember Jackson noted the traffic study did suggest a speed increase and asked if they wanted to raise the speed limit to 30. She commented a speed increase had also been proposed in the General Plan. Councilmember Joe Paul expressed he was in favor of raising the speed limit to make it more uniform in the corridor, but thought if they were going to do that it did not make sense to add a crosswalk there. He said if the speed limit increased, people should walk to the stop sign in order to cross the street. Mayor Dandoy noted a beacon would add awareness for individuals, although they could also add a speed indicator unit to the area, which would bring awareness to drivers that they were speeding.

City Manager Andrews commented that the City was unsure exactly where they wanted to locate their new speed indicator units. Councilmember Sophie Paul suggested that they meet with the nearby elementary school, Freedom Elementary, in order to understand where their safe walking routes were in order to get an idea as to where the speed indicator units might be most useful. Councilmember Joe Paul noted that the school district had recently redefined their boundaries, and wondered if this would increase the amount of people who went to Freedom Elementary. There was a short discussion about how Freedom Elementary was technically in another city although it was funded by Roy City.

Mayor Dandoy asked the Council if they were okay not adding a crosswalk beacon on 4300, and the Councilmembers agreed to this. Mayor Dandoy noted if this was how they wanted to proceed, they could ask Staff to continue researching other options to control traffic on that road.

Mayor Dandoy noted there were good arguments to raise the speed limit. City Manager Andrews elaborated that when they first collected data for 4300 the speed in the 85% percentile was 38 miles an hour, although when Councilmember Wilson had pulled the data it showed the speed in the 85% percentile was 33 miles per hour, which suggested the feedback sign was effective. City Manager Andrews thought the speed indicators were good and effective tools, and notably were non-invasive. City Manager Andrews identified several areas throughout town which had been proposed to have a speed indicator unit, but noted this was open for discussion. The Councilmembers proposed several other areas which might warrant a speed indicator unit. Councilmember Joe Paul asked if the flashing light was distracting or noticeable for residents, and City Manager Andrews replied he had never received negative feedback about them, and imagined residents would be appreciative of having a traffic calming measure near their home. City Manager Andrews stated the City had ordered more units than they currently had designed sites for and invited the Council to give him suggestions about high traffic areas in which a unit might be helpful. Mayor Dandoy agreed the units would be very useful when located strategically throughout the town. Mayor Dandoy thought they should first install the units in areas that had been identified by the Traffic Control plan, and then the Council could decide where the remaining units were placed.

Councilmember Sophie Paul commented the speed indicator units were primarily beneficial for people who did not live in the area and did not often use the road, as they were more likely to be unaware of the speed limit. Mayor Dandoy acknowledged this point and thought most people who lived near a unit tended to

appreciate them as it mitigated speeding issues on their street.

## 2. Transient Room Tax

Assistant City Manager Flint explained the transient road tax, and noted they had received some negative feedback about it when it had first been presented to the Council. He explained this was not a tax on Roy City residents; it was a tax for people who stayed at hotels and motels within Roy City boundaries. He said this tax fed their General Fund directly. Assistant City Manager Flint understood some people were upset about the word “tax” and reiterated this did not impact residents. He stated Weber County had brought in \$255,000 in transient room tax over the course of nine months, although noted the County rate was 4% of the hotel room rate, whereas the City’s would just be 1% of the room rate. He then listed the revenue that other cities near Roy City had collected in transient room tax. He noted Ogden had collected about \$26,000, and said he had tried to find similar sized cities to Roy, such as Logan, which had collected about \$34,000. He said that within Weber County, Roy City and Eden were the only cities who had hotels that had not approved the transient room tax. Assistant City Manager Flint thought this was something which could increase City revenue without changing the budget or putting a burden on residents. He stated he was in favor of this idea, and noted that there were some hotel developers who were waiting to see what happened with the Woodbury CRA that would like to see that tax. Assistant City Manager Flint reiterated Roy City was the only municipality that did not have this tax, and said the rate of tax was not so great it would be an undue financial constraint on travellers.

Councilmember Joe Paul thought the conversation they had about this previously had been due to misunderstanding, and acknowledged at the time he had been put off by the use of the word “tax.” Mayor Dandoy recalled as well that their previous conversation had been somewhat contentious, and said if Roy City was to put a hotel downtown, it would likely often be at full capacity since it would hold many conferences, tournaments, and other gatherings. Councilmember Joe Paul commented that people travelling for work would have the cost of the hotel, including the tax, reimbursed by their company, so the extra tax would not matter to them. Mayor Dandoy pointed out that hotels also put more strain on their police force, and said this tax could be used to help account for some of those costs. Councilmember Jackson opined she was in favor of the tax, although wanted to ensure the revenue from it was equally distributed throughout the town. It was clarified the money would go into the General Fund.

The Councilmembers agreed they wanted to move forward with the transient room tax.

## 3. Aquatic Center Rentals

Mayor Dandoy reminded the Council about the proposal of adjusting their rental policy to allow for another municipality to lock down dates for certain large events, since no cities had an aquatic center comparable to Roy’s. Mayor Dandoy noted both Washington Terrace and Riverdale paid for access to Roy City’s aquatic center, and then sold access to their residents at subsidized rates. Councilmember Joe Paul thought they should allow the free market to manage rentals, and whoever could pay the most had priority rentals.

Parks and Recreation Director Michelle Howard reported that last year, the majority of the rentals had filled up within two days. She read the current rental policy, and summarized that based on their conversation in September, it seemed as though the Council wanted to limit the reservations to just municipalities, and not open it up to other organizations or entities. She said the staff had come up with two draft options to allow another municipality to get a booking, and explained one option allowed municipalities to book on the first two days of January, and the other option would allow municipalities to make an early reservation in December before anything was technically open. She also went over the stipulations, namely that a \$500 booking charge would be assessed on top of the non-resident fee, only one day could be reserved, and reservations had to be made in person or over the phone, not online. She shared a comprehensive view of



both options.

Councilmember Sophie Paul thought it would be best to make an early booking in December. Councilmember Wilson agreed, and thought if the intention was to allow other cities to make early bookings, it was easier to do so in December rather than January. Parks and Recreation Director Howard noted Riverdale reserved the facility for a few days throughout the year, although their dates were not important so they just took whatever was left available after Roy residents had taken the dates that they needed. Councilmember Scadden expressed he was in favor of the booking fee, but thought if they were going to assess that charge then they should allow them to reserve in December.

Councilmember Scadden asked how many days were available to rent throughout the season and Parks and Recreation Director Howard replied it varied but was in the range of 50-60 days. Councilmember Scadden asked if they could charge businesses the \$500 premium and not just municipalities, and pointed out this would be a lucrative stream of revenue for the City. Councilmember Jackson asked if they were going to reevaluate the rates that they charged businesses. Councilmember Scadden added that if the rentals were almost all taken within two days, this indicated they had something the free market wanted and thought they should charge a flat rate to businesses, since they would be willing to pay it. Councilmember Wilson asked what the maximum number of people were allowed in the aquatic center at one time, and it was discussed the capacity was around 1,500 people.

Mayor Dandoy summarized the Council wanted to charge a flat rate of \$1,500, with an additional \$500 for municipalities that wanted priority booking. Mayor Dandoy directed Parks and Recreation Director Michelle Howard to take the Council's feedback to come up with a final draft to be brought back for Council's approval. The Council concurred they wanted to have a flat fee rather than a tiered system, since people had taken advantage of this in the past. The Councilmembers also agreed they were going to limit the bookings to municipalities and not open it up to businesses or other kinds of entities. The Councilmembers also determined they wanted to limit it to one day of priority booking.

#### 4. 2024 Roy Days Recommendations

Councilmember Sophie Paul reported on the post 2023 Roy Days meetings, in which they had discussed what had and had not gone well, and thought about what they wanted to see again in the future. She asked the Councilmembers for feedback on the 2023 performances, and Councilmember Joe Paul discussed he had not liked that they had moved the dates around to accommodate football games. Councilmember Jackson agreed with Councilmember Joe Paul and commented she had only been able to attend one night of Roy Days, and she expressed how satisfied she had been with the day she had been able to attend. Councilmember Sophie Paul summarized that they would try to rearrange the dates for 2024 so it would fall in football pre-season.

Councilmember Sophie Paul reported that the Arts Council had received their budget, and asked the Council for their recommendation about salmon bake tickets. Councilmember Wilson thought they needed to consider who got salmon bake tickets, and thought there was currently some confusion about who got to eat for free. Councilmember Wilson added that whatever they decided to do, they needed to remember that the City was subsidizing it. She thought there were many groups, including the Council, the Planning Commission, and the Arts Council, who could arguably get free tickets, although it was a larger issue and they needed to consider it as such. Councilmember Wilson pointed out they could consider changing the price of tickets, or offering discounts as opposed to totally complimentary tickets. She recalled in the past some of the people who had complimentary tickets ended up not attending, which also complicated attendance. Councilmember Joe Paul thought if they were going to give out totally free tickets, it should go to people who were working or volunteering for the event.

Councilmember Sophie Paul commented she was unsure of the total number of complimentary tickets they had given out last year, and said 401 tickets had been sold in 2023, as well as 50 day-of sales. Councilmember Sophie Paul said she mainly wanted there to be clarity about how many free tickets would be given out. She also explained if people donated a certain amount, they received a number of free tickets for them to give to friends and family. She listed some of their main sponsors as Coca-Cola, Parsons, and Larry H. Miller.

Mayor Dandoy acknowledged the salmon bake was a large event and thought it necessiated larger conversation. He said it seemed the Arts Council wanted better advertisement for the contest they held as well as larger involvement in the salmon bake. Councilmember Sophie Paul said they did not have to make any major decisions right now, but she did want to put these issues on their radar so they did not neglect anything. She said they needed to think about tickets, sponsorship, and the salmon bake primarily. Mayor Dandoy thought they should take Councilmember Sophie Paul's comments and keep them in mind as they had meetings about Roy Days 2024. Mayor Dandoy also thought more Councilmembers should get involved with the planning of Roy Days. Mayor Dandoy agreed there was nothing they could solve for that evening, and acknowledged there were several members of the Arts Council who were disappointed about how the salmon bake had gone that year. He expressed that both he and City Manager Andrews had been unaware that members of the Arts Council had received free tickets in the past. He noted they had rectified the issue and going forward the members of the Arts Council would get at least two tickets.

**C. City Manager & Council Report**

N/A

**D. Adjournment**

**Councilmember Joe Paul motioned to adjourn; Councilmember Wilson seconded at the motion carried.**

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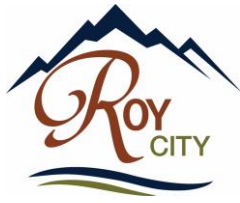
Robert Dandoy  
Mayor

Attest:

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Brittany Fowers  
City Recorder

dc:



**ROY CITY**  
**Roy City Council Meeting Minutes**  
**November 7, 2023– 5:30 p.m.**  
Roy City Council  
5051 S 1900 W Roy, UT 84067

Minutes of the Roy City Council Meeting held in person in the Roy City Council Chambers and streamed on YouTube on November 7, 2023, at 5:30 p.m.

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

The following members were in attendance:

Mayor Dandoy  
Councilmember Jackson  
Councilmember Joe Paul  
Councilmember Scadden  
Councilmember Wilson  
Councilmember Sophie Paul

City Manager, Matt Andrews  
City Attorney, Matt Wilson  
City Recorder, Brittany Fowers

Excused:

Also present were: Fire Chief, Theron Williams; Public Works Director, Ross Oliver; Management Services Director, Amber Kelley; Parks and Recreation Director, Michelle Howard; Glenda Moore, Kevin Homer, Elizabeth Brown, Seth Jensen, Richard Jensen.

**A. Welcome & Roll Call**

Mayor Dandoy welcomed those in attendance and noted Councilmembers Jackson, Wilson, Sophie Paul, Scadden, and Joe Paul were present. Councilmember Scadden was present virtually through Zoom.

**B. Moment of Silence**

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

**C. Pledge of Allegiance**

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

**D. Consent Items**

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

**1. September 2023 Financial Statements.**

**Councilmember Wilson motioned to approve the Consent Items. Councilmember Joe Paul seconded the motion. All Councilmembers voted “aye”. The motion carried.**

**E. Public Comments**

Mayor Dandoy opened the floor for public comments.

Seth Jensen of 4994 S 3100 W, Roy commented about school crosswalk safety. He commended the City for the improvements they had made over the last several years, including the addition of flashing lights.

He discussed the crosswalk near his home, which he felt needed more improvements as 3100 was a busy road and many drivers went over the speed limit there. He commented how many school children crossed the road there and expressed concerns about the heavy traffic flow, and said many drivers were oblivious of the presence of the crosswalk. He opined flashing lights be added to the crosswalk in order to make drivers more aware of the crosswalk. Councilmember Wilson clarified part of the issue was since many drivers ignored the actual crosswalk, schoolchildren ended up walking down the road and crossing in front of Mr. Jensen's home. Mr. Jensen confirmed that did happen, and felt the improvement of the crosswalk would help keep the kids safe.

Mayor Dandoy closed the floor for public comments.

#### **F. Action Items**

1. **Consideration of Resolution 23-24; A Resolution Amending Fees for Facility Rentals and Priority Facility Registration Fees for Surrounding Municipalities.**

Parks and Recreation Director Michelle Howard indicated the Councilmembers had been given an updated version of the aquatic center rental policy and fee schedule, including the change from a tiered fee schedule to a flat rate. She noted the changes were based off of a previous Council discussion and stated Staff recommended approval of Resolution 23-24. Councilmember Joe Paul thought it was a good plan. Councilmember Scadden noted the change in the fee structure should yield an increase in revenue, which he thought was great.

Councilmember Wilson asked for clarification as to if reservations could only be made in person, or over the phone as well, and Parks and Recreation Director Howard said municipalities could make reservations over the phone as well as in person, and she opined the current wording in the resolution reflected this. Councilmember Wilson also asked if there would be a fee increase once the Complex opened and Parks and Recreation Director Howard discussed Staff was working on that, and would bring the issue before the Council once they had final numbers. Councilmember Wilson identified some minor clerical adjustments to the document as well. f

**Councilmember Joe Paul motioned to approve Resolution 23-24; A Resolution Amending Fees for Facility Rentals and Priority Facility Registration Fees for Surrounding Municipalities. Councilmember Wilson seconded the motion, a roll call vote was taken, all Councilmembers voted "Aye" and the motion passed.**

2. **Consideration of Resolution 23-25; A Resolution of the Roy City Council Adopting an Interlocal Agreement Between Roy City Corporation, Ogden City Corporation, Clinton City Corporation, and the Weber Fire District Approving and Authorizing the Execution of an Interlocal Agreement for Paramedic Aboard Charges.**

Fire Chief Williams gave a brief background on the resolution and explained the rationale behind it. He stated this would be good timing to incorporate Clinton City, since they now had a paramedic unit. Fire Chief Williams explained the State set the rate for ALS calls, which stood for advanced life support, and so there was a billing process involved when another city's paramedic staff went with another city's ambulance in response to an ALS call. He said it was a \$266 fee every time Roy City paramedic staff used another jurisdiction's ambulance for an ALS response, and explained every city had a different collection rate and Roy City's was 40%. He noted the collection rate could change every year, although it was set throughout the County. He explained the change would add Clinton City and Ogden City, and other than that there were no other changes to the resolution.

Councilmember Jackson asked about the formula for gross annual collection rate percentage. She asked if this referred to the 40% collection rate, and asked where this figure came from. Fire Chief Williams explained this was what they were allowed to collect from their customers for the service they provided, and discussed not everyone paid which was why that number seemed low. He discussed how different demographics impacted the amount which was collected, and commented a rate of 50% was considered to be good so Roy City being around 40% was not far off. Councilmember Jackson asked if the goal was to increase their percentage rate and Fire Chief Williams replied it was largely out of their control and explained some of the factors which could influence it, which largely involved private insurance companies. He reiterated Roy City was doing pretty well with a collection rate of 40%. Councilmember Wilson also inquired how often the collection fee was changed, and Fire Chief Williams discussed the State did not change it often although he was unsure exactly how often they did so. He added if they were in a five year contract, he doubted the State would change the collection rate during the length of the contract. Assistant City Manager Flint commented that the State had not made any changes since COVID.

**Councilmember Jackson motioned to approve Resolution 23-25; A Resolution of the Roy City Council Adopting an Interlocal Agreement Between Roy City Corporation, Ogden City Corporation, Clinton City Corporation, and the Weber Fire District Approving and Authorizing the Execution of an Interlocal Agreement for Paramedic Aboard Charges. Councilmember Sophie Paul seconded the motion, a roll call vote was taken, all Councilmembers voted "Aye" and the motion passed.**

3. **Consideration of Resolution 23-26; A Resolution of the Roy City Council Authorizing an Agreement with Verizon Wireless for Lease of City Property for Telecommunications Equipment.**

Assistant City Manager Flint stated the Verizon agreement had been looked at by both himself and City Manager Andrews and reported both parties were comfortable with the language and wanted to move forward. He asked if there were any questions.

Councilmember Jackson thought the termination portion seemed loose, although she said she understood why it was phrased the way it was. Assistant City Manager Flint agreed this was an important thing to note, and added the City did have the ability to terminate the contract during the five year period, although Verizon was able to terminate out of convenience whereas the City would need to provide a reason to terminate the contract. Councilmember Joe Paul noted this was because the company needed to provide the capital for the project.

**Councilmember Joe Paul motioned to approve Resolution 23-26; A Resolution of the Roy City Council Authorizing an Agreement with Verizon Wireless for Lease of City Property for Telecommunications Equipment. Councilmember Jackson seconded the motion, a roll call vote was taken, all Councilmembers voted "Aye" and the motion passed.**

4. **Consideration of Ordinance 23-13; Amending Title 12 – Flood Damage Prevention as per Code of Federal Regulations (CFR) 44 section 60.3 (b)**

Assistant City Manager Flint explained how Roy City, along with many other municipalities, had received an urgent letter from the Utah Department of Public Safety informing them that their floodplain statutes needed to be updated to be compliant with FEMA before November 30th of that year. He reported this had gone through the Planning Commission, and they had made the necessary changes. He said the changes on the document before the Council had been checked and approved as compliant, so he asked the Council to approve the resolution. He noted that although he recommended approval, there was some outdated language and specifically indicated section 12-4-5 which referenced an "appeal board," although in fact

Roy City used a hearing officer instead of an appeal board. He said if the ordinance was approved they would update the language in that section.

Councilmember Wilson asked about the use of the word “promote” rather than “ensure” property owners were notified if they lived in the floodplain, and Assistant City Manager Flint replied he had looked into that and found this was the language used in the model ordinance the State had provided and so this was the language they recommended using. Mayor Dandoy noted Councilmember Wilson’s point and discussed an area of town which was in the floodplain and stated the Army Corps of Engineers had to approve any development within the floodplain. He discussed the Army Corps of Engineer’s approval to protect the City from possible litigation. However, he agreed with Councilmember Wilson’s point that homeowners within the floodplain would not necessarily know they were in the floodplain unless they were specifically told. Assistant City Manager Flint commented the homeowners would be made aware by the realtor when they purchased the property since they would have to purchase flood insurance.

**Councilmember Wilson motioned to approve Ordinance 23-13; Amending Title 12 – Flood Damage Prevention as per Code of Federal Regulations (CFR) 44 section 60.3 (b). Councilmember Jackson seconded the motion, a roll call vote was taken, all Councilmembers voted “Aye” and the motion passed.**

**G. Discussion Items**

1. Connection Publishing City-wide Newsletter

City Manager Andrews discussed Connection Magazine, and said they wanted to renew their contract and substantially increase it as well. He stated the increase would go from \$1,365.30 a month to \$3,008.50 which was about a 320% increase. He explained Roy City currently paid about nine cents per newsletter, and with the increase it would go to 22 cents per newsletter. He discussed Roy City had contracted with Connection for about six or seven years and said previously, they had sent out a newsletter along with bi-monthly utility bills.

City Manager Andrews summarized they could choose to either go with the increase or they could go back to sending out a newsletter along with the utility bills. He said they were currently on monthly utility bills and 8,675 of those were mailed out and 2,700 of them were electronic. He added they could send out an electronic newsletter through express bill pay. He elaborated it would be free if they sent them out through express bill pay, and discussed a nearby city just posted the newsletter on their website, which was also free. He commented they had had some issues in the past with Connection, although they had also received positive feedback from residents who liked the newsletter.

Councilmember Sophie Paul thought most people liked to have the paper in their hands, although thought they should consider an electronic version since the cost was so high for the paper. Councilmember Wilson agreed some people preferred a paper copy, and said she had served on boards before which had gone through a similar thing and had found people did not read electronic copies of newsletters. Councilmember Wilson thought this was a worthwhile cost since it was a good way to connect with the residents and she felt people would be likely to ignore an electronic letter.

Councilmember Wilson also asked about the reason for the increase and Assistant City Manager Flint replied it had to do with advertisements not funding the magazine. Councilmember Joe Paul asked how much it would cost for the City to just publish their own newsletter and Assistant City Manager Flint replied the costs for that could actually be quite high. He noted one nearby city, Farmington, paid 27 cents per magazine to print and mail them themselves, whereas this would be 22 cents for Roy residents.

Councilmember Wilson thought they should stick with something printed and thought the increase could be justifiable since there were many elderly residents in Roy who would not read or even know how to find an electronic copy. Councilmember Joe Paul asked if they could try to negotiate with Connection to get a lower price and Assistant City Manager Flint said they could try to do that, although noted 22 cents per magazine was actually a negotiated rate and the general rate was actually 30 cents per letter. Assistant City Manager Flint also commented Connection wanted this change to take place as soon as possible, so they needed to make a decision quickly. Councilmember Scadden suggested they charge a nominal fee for people who wanted a paper copy, and noted they could charge this through express bill pay.

Mayor Dandoy asked if they could see samples of the electronic format and samples of what it would look like if they added the newsletter to the utility bills. Mayor Dandoy noted they were still showing a decrease in sales tax revenue and the trend was still spiraling down, and discussed some of the reasons for this. He said many people were looking for jobs and the economy was slowing down, and so people were not making purchases and this caused a decrease in their sales tax revenue. He said given these conditions, the Council needed to consider how they could keep their costs low. Mayor Dandoy also discussed how this newsletter opened up an important line of communication between the City and the residents and had been a great tool to get important information distributed. He thought they should keep the newsletter but they might need to find a cheaper way to do so.

Councilmember Jackson agreed that costs were increasing, but the newsletter was important. She wondered if they could cut money somewhere else in order to fund it, and thought it would be unwise to remove the line of communication between the City and residents. She also suggested they look at what other cities had done when they experienced something similar. Councilmember Scadden thought they should move to an opt-in/opt-out model, and offer a free electronic copy to everyone with the option to get a paper copy, although Assistant City Manager Flint explained why that would not be possible. Mayor Dandoy acknowledged Councilmember Scadden's earlier comment about charging a small fee to people who wanted a paper copy of the newsletter.

Mayor Dandoy asked Staff if they could come up with some examples from other cities as well as drafts of what an electronic copy might look like, and bring them back before Council in December for the Council's final decision. Councilmember Sophie Paul noted some of the other cities used a lot of ads in their newsletters and thought they were trying to move away from that. Assistant City Manager Flint commented they would have to include at least some ads to fund it. Councilmember Scadden noted if they could get more people to use the electronic copy it would drive their costs down, and Councilmember Sophie Paul agreed they should try to promote the electronic copy. Councilmember Jackson noted many citizens did not even have computers, so having options for both would be important.

Assistant City Manager Flint added that Connections wanted a five-year contract, although he was unsure if this locked them into the current rate. Councilmember Scadden noted Connection's business model might not even last five years, given their high operating costs. Mayor Dandoy reminded the Council did not have to make a decision that evening, but should give Staff direction. Councilmember Wilson opined they needed to have a physical copy available in some way, and referenced her earlier comments that many people ignored electronic copies. Councilmember Joe Paul noted it was more effective to have someone else produce the mailers, if it was a similar cost for them to do it themselves. Councilmember Sophie Paul asked if they had money in the budget for the increase and City Manager Andrews replied they did. City Manager Andrews elaborated the budget was not particularly tight and they could come up with the money as long as they decided the service was worth it.

Mayor Dandoy said it seemed as though the Council wanted to continue working with Connection. Councilmember Sophie Paul asked if they could ask for a one year contract rather than five years and Assistant City Manager Flint said they could. The Councilmembers agreed they would likely get

complaints if they took the newsletter away. Mayor Dandoy added if they wanted to reconsider mailing them out on their own in the future they could always do that as well. Councilmember Scadden agreed they should reconsider what their other options were in a year from now.

## **H. City Manager & Council Report**

City Manager Andrews announced the Tree Lighting Ceremony would be held on November 20th from 4-7 PM. He said Election Night was on the 21st and invited the Councilmembers to come gather at City Hall on that evening to wait for results.

City Manager Andrews reported Code Enforcement had pulled all of the work orders for evaluation and they were working with Code Enforcement to provide a report. He said they had found the number one reason for work orders was weed and grass and the number two was junk and garbage. In all, he said 225 citations had been given.

Assistant City Manager Flint updated the Council that Weber County had been able to add Roy City to their agenda earlier that day, and said the County had voted on and approved their CRA. Assistant City Manager Flint expressed he was glad they now had the project wrapped up and were now able to get moving on the next steps.

Mayor Dandoy made some comments about beautification in the City and said he was pleased to hear the Code Enforcement officers start to take action. He asked City Manager Andrews to send the information they had collected out to residents, since the City got so many questions about Code Enforcement and nuisance ordinances. He thought having hard data was an important tool in the toolbox to convey the message to residents. City Manager Andrews said he would do so, and expressed the goal was always to keep the City clean, not issue citations.

Councilmember Sophie Paul recalled Mr. Jensen's comments in the public comment section about crosswalks. She asked if private residents were adding the flashing lights to stop signs and it was discussed they were, so she asked if the City could take a role in that. She thought the flashers were beneficial in school zones to make it clear when school was let out. Assistant City Manager Flint replied he would follow up with getting flashing lights added to the crosswalks.

Mayor Dandoy invited the Council to attend the Wasatch Vision Workshop the following day, and said it would be several hours long and he would appreciate their input. He added that on Friday November 10th, there was a Meals for Military Families event in Kent and invited the Council to attend that event as well.

## **I. Adjournment**

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Robert Dandoy  
Mayor

Attest:

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Brittany Fowers  
City Recorder

dc:

DRAFT

# Roy City Council Agenda Worksheet

**Roy City Council Meeting Date:** December 5, 2023

**Agenda Item Number: Action Item #1**

**Subject:** Recertifying the Roy / Weber Justice Court

**Prepared By:** Bob

**Background:** This is the email received on 10/24/2023

Mayor Dandoy, good afternoon! As you probably know, state statute requires that municipal justice courts be recertified by the Utah Judicial Council every four years. Because certification of the Roy/Weber Justice Court expires on January 31, 2024, I am sending the attached application to explain the recertification process and all the requirements for maintaining a justice court. By copy of this email, the city's justice court judge, court administrator and my administrative assistant are receiving it as well. As I don't have contact information for the city's attorney or council members, I would ask that you please forward this email to them to ensure that they understand their role in recertifying the justice court.

In order to be recertified, the Judicial Council requires that Roy submit the following:

- an affidavit completed by Judge Nelson,
- an opinion letter from the city's attorney, and
- a resolution adopted by the city council.

Each of these items is described in more detail in the attached packet. To ensure that the Board of Justice Court Judges has sufficient time to review your application and make a recommendation to the Judicial Council, all materials must be received by the Administrative Office of the Courts no later than December 15, 2023. They can be mailed to my attention at 450 South State Street in Salt Lake City, Utah 84111 or scanned and emailed to Dee Dee Sonntag at [doriss@utcourts.gov](mailto:doriss@utcourts.gov). Thank you for all you do to support the justice courts. If you have any questions about this process, please reply to this email or call me at (801) 578-3824.

Sincerely,

James M. Peters  
Justice Court Administrator  
Administrative Office of the Courts

**Discussion:** There was an Application for Recertification attached to the emails, but it offers no additional information that would warrant attaching it to this worksheet.

**Recommendation (Information Only or Decision):** Approve the Resolution

**Contact Person / Phone Number:** Bob / Matt

**RESOLUTION NO. 23-27**

**A RESOLUTION REQUESTING THE RECERTIFICATION OF THE ROY/WEBER JUSTICE COURT**

**WHEREAS**, the provisions of Utah Code Ann. § 78A-7-103 require that Justice Courts be recertified at the end of each four year term; and

**WHEREAS**, the present term for the Roy/Weber Justice Court shall expire in January 2024; and

**WHEREAS**, the Administrative Office of the Courts has requested submission of the recertification application no later than December 15, 2023; and

**WHEREAS**, the Roy City Council has received an opinion letter from Matthew Wilson, Roy City Attorney, which sets forth the requirements for the operation of a Justice Court feasibility of continuing to maintain the same; and

**WHEREAS**, the Roy City Council has determined that it is to the best interests of Roy City and other jurisdictions using our court to continue to provide for a Justice Court;

**NOW THEREFORE**, be it resolved the Roy City Council hereby requests recertification of the Roy/Weber Justice Court by the Board of Justice Court Judges and the Utah Judicial Council.

**BE IT FURTHER RESOLVED**, the Roy City Council hereby affirms their willingness to continue to meet all requirements set forth by the Judicial Council for continued operation of the Roy/Weber Justice Court for the next four-year term of court, except as to any requirements waived by the Utah Judicial Council.

Passed this 5th day of December, 2023.

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Robert Dandoy  
Mayor

Attested and Recorded:

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Brittany Fowers  
City Recorder

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

Councilmember Sophie Paul \_\_\_\_\_

Councilmember Scadden \_\_\_\_\_

Councilmember Wilson \_\_\_\_\_

Councilmember Joe Paul \_\_\_\_\_

Councilmember Jackson \_\_\_\_\_

**City Manager**  
Matt Andrews

**Assistant City Manager**  
Brody Flint

**City Recorder**  
Brittany Fowers



**Mayor**  
Robert Dandoy

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

November 28, 2023

Dear Mayor and City Council Members

RE: City Attorney's Opinion Concerning Roy/Weber County Justice Court Application

Every four years the Roy/Weber County Justice Court must be recertified by the Utah Judicial Council. As part of this process, I am required to provide you with an opinion letter. The purpose of the opinion letter is to advise you of the legal requirements for the operation of the Roy/Weber County Justice Court and give you my opinion concerning recertification.

The Statutes of the State of Utah require that certain standards be met in the operation of a Justice Court. These statutory requirements include:

1. All official court business shall be conducted in a courtroom or an office located in a public facility which is conducive and appropriate to the administration of justice. (UCA § 78A-7-213).
2. Each court shall be open and judicial business shall be transacted every day as provided by law (78A-7-213), although the judge is not required to be present during all hours that the court is open.
3. The hours that the court will be open shall be posted conspicuously at the court and in local public buildings (78A-7-213).
4. The judge and the clerk of the court shall attend the court at regularly scheduled times (78A-7-213).
5. The entity creating the Justice Court shall provide and compensate a judge and clerical personnel to conduct the business of the court (78A-7-206 and 78A-7-207).
6. The entity creating a Justice Court shall assume the expenses of travel, meals, and lodging for the judge of that court to attend required judicial education and training (78A-7-205).
7. The entity creating a Justice Court shall assume the cost of travel and training expenses of clerical personnel at training sessions conducted by the Judicial Council (78A-7-103).
8. The entity creating the Justice Court shall provide sufficient staff of public prosecutors to attend the court and perform duties of prosecution (78A-7-103).
9. The entity creating the court shall provide adequate funding for attorneys where persons are indigent as provided by law (78A-7-103).

10. The entity creating the court shall provide sufficient local law enforcement officers to attend court when required and provide security for the court (78A-7-103).
11. Witnesses and jury fees as required by law shall be paid by the municipality if the action is prosecuted by the city (78B-1-117).
12. Any fine, surcharge or assessment which is payable to the State shall be forwarded to the State as required by law (78A-7-120 and 78A-7-121).
13. Every entity creating a court shall pay the judge of that court a fixed compensation (78A-7-206).
14. Court shall be held within the jurisdiction of the court, except as provided by law (78A-7-212).
15. The entity creating the court shall provide and keep current for the court a copy of the Utah Code, the Utah Court Rules Annotated, the Justice Court Manual, state laws affecting local governments, local ordinances, and other necessary legal reference material (78A-7-103).
16. All required reports and audits shall be filed as required by law or by rule of the Judicial Council (78A-7-215).
17. All justice courts shall use a common case management system and disposition reporting system as specified by the Judicial Council (78A-7-213).
18. An audio recording system shall maintain the verbatim record of all court proceedings (78A-7-103).

In addition to those requirements which are directly imposed by statute, Section 78A-7-103 directs the Judicial Council to promulgate minimum requirements for recertification of Justice Courts. Pursuant to statute, the Judicial Council has adopted the following minimum requirements:

- 1) That the court be open for at least one hour each day that the court is required to be open. The hours for larger courts are specified in C.J.A. Rule 9-105.
- 2) That the judge be available to attend court and conduct court business as needed.
- 3) That the minimum furnishings for a courtroom include: a desk and chair for the judge (on a six inch riser), a desk and chair for the court clerk, chairs for witnesses, separate tables and appropriate chairs for plaintiffs and defendants, a Utah State flag, a United States flag, a separate area and chairs for at least four jurors, a separate area with appropriate seating for the public, an appropriate room for jury deliberations, and an appropriate area or room for victims and witnesses which is separate from the public.
- 4) A judicial robe, a gavel, current bail schedules, a copy of the Code of Judicial Administration, and necessary forms and supplies.
- 5) Office space for the judge and clerk (under certain circumstances this space may be shared, but if shared, the judge and clerk must have priority to use the space whenever needed). The office space shall include a desk for the judge and a desk for the clerk, secure filing cabinets

for the judge and the clerk, a telephone for the judge and a telephone for the clerk, appropriate office supplies to conduct court business, a cash register or secured cash box, a typewriter or word processor, and access to a copy machine.

- 6) A clerk must be present during the time the court is open each day and during court sessions, as required by the judge.
- 7) The entity must have at least one peace officer (which may be contracted).
- 8) A court security plan must be submitted consistent with C.J.A. Rule 3-414.
- 9) Each court must have at least one computer with access to the internet, and appropriate software and security/encryption technology to allow for electronic reporting and access to the Driver's License Division and the Bureau of Criminal Identification, as defined by the reporting and retrieval standards promulgated by the Department of Public Safety.
- 10) Each court shall report required case disposition information to DLD, BCI, and the Administrative Office of the Courts electronically, as described in paragraph 9 above.

Additionally, the Judicial Council has divided Justice Courts into four categories based on the average number of cases filed monthly for the court. Certain minimum standards are required for each classification. Roy's average monthly case filings based on the Utah Courts Caseload Statistics for Calendar Year 2023 is 670 cases filed per month which places the Roy/Weber County Justice Court in the Class I category. In addition to the base requirements mentioned above, the Roy/Weber County Justice Court would need to meet the following requirements:

- Court must be full-time and would need to be open during regular business hours.
- Courtroom configuration must be permanent.
- Courtroom and clerk's office must be co-located in the same building.
- Must have a full-time judge.
- Trial calendar set at least weekly.
- At least 3 full-time clerks must be employed.
- City and County must provide prosecutors.
- City and County must provide adequate funding for indigent defense counsel for any defendant who requests representation and qualifies.
- City to provide a sworn law enforcement officer to attend court when required and to provide security for the court.
- City to submit a court security plan consistent with CJA Rule 3-414.
- City is responsible for payment of statutory juror and witness fees.
- City is responsible for the costs of at least 30 hours of training each year at Judicial Council-mandated training for judge and 10 hours for clerks.


- Proposed court location must be within 25 miles of current court.

All reports and audits shall be made and timely filed as provided by law or by rule of the Judicial Council. Reports to the Driver's License Division and the Bureau of Criminal Identification must be made electronically, via the internet.

These guidelines are currently being met by our Justice Court. After a review of the recertification application, current law, and our Justice Court's operations, it is my opinion that it is reasonable, feasible and in the best interest of Roy City to continue to maintain and operate the Roy/Weber County Justice Court.

This opinion is rendered solely for the benefit of the Mayor and Council of the City and the Justice Court Standards Committee in connection with the Application. This opinion may not be (a) relied upon by any other person or entity in connection with any other transaction; (b) furnished, either as an original document or as a copy, to any other person or entities; (c) quoted, circulated or referred to (in whole or in part) in any other document; or (d) publicly filed, without my prior written consent.

Sincerely,



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Matthew M. Wilson  
Roy City Attorney



**RESOLUTION 23-28**

**A RESOLUTION OF THE ROY CITY COUNCIL APPROVING NEWS PUBLICATION AGREEMENT WITH CONNECTION PUBLISHING, LLC.**

**WHEREAS**, the Roy City Council desires to enter into a renewal agreement with Connection Publishing, LLC. For the production and distribution of an official monthly Roy City news publication; and

**WHEREAS**, the Roy City Council has determined that it is in the best interest of Roy City to enter into an agreement for the provision of an official monthly news publication and authorizes the Roy City Mayor to execute this agreement on behalf of Roy City.

**NOW THEREFORE**, be it resolved by the Roy City Council that the Mayor is authorized to execute the News Publication Agreement with Connection Publishing, LLC. dated this 5<sup>th</sup> day of December 2023.

\_\_\_\_\_  
Robert Dandoy, Mayor

Attest:

\_\_\_\_\_  
Brittany Fowers, City Recorder

Voting:

Councilmember Jackson \_\_\_\_\_  
Councilmember Wilson \_\_\_\_\_  
Councilmember Joe Paul \_\_\_\_\_  
Councilmember Scadden \_\_\_\_\_  
Councilmember Sophie Paul \_\_\_\_\_

# Official Publication Agreement

This Official Publication Agreement, hereinafter referred to as “**AGREEMENT**”, is entered into between Roy City, hereinafter referred to as “**The City**”, and Connection Publishing, a Utah LLC, hereinafter referred to as “**CP**”.

WHEREAS, **CP** is in the business of producing official city publications on behalf of **The City** and arranging for the distribution of such publications directly to the home-owners of **The City**; and

WHEREAS, **The City** wishes to engage **CP** to produce its official publication and **CP** wishes to provide such services to **The City**.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree to the following:

1. **PUBLICATION:** **CP** agrees to create, publish and distribute the “official” publication on behalf of the **The City**, more commonly referred to as “Roy Connection”, hereinafter referred to as “**PUBLICATION**”. Continuing contribution from **The City** for each publication. The appearance, content, production, distribution and other matters relating to the production of the **PUBLICATION** shall be in accordance with the following terms and conditions:
  - a) **Distribution:** **The City** acknowledges that **CP** will routinely distribute the **PUBLICATIONS** via bulk, U.S. mail which typically enables the **PUBLICATION**’s total delivery time to be approximately fifteen (15) to nineteen (19) calendar days as measured starting with the content and material submission deadline time (see Section (m) of paragraph 1, below until it reaches the readership. Should **The City** desire to accelerate the normal total delivery time by special request from **The City**, **CP** will send the **PUBLICATION** via first class U.S. mail, provided that **The City** pay in advance for the actual difference in cost between the U.S. first class postal rate versus the U.S. bulk postal rate. **The City** understands that occasionally delays may be experienced beyond **CP**’s control which impact normal delivery timeframes (*e.g.*, holidays, unforeseen printing delays, assimilation of content material, post office failures, etcetera).
  - b) **Quality:** The **PUBLICATION**, including the materials and printing methods used in its production, shall result in product essentially in the same, aesthetically pleasing format and quality as found in the previous magazines provided to **The City** by **CP**.
  - c) **Format:** **CP** reserves the right to change the standard format of the **PUBLICATION** from time to time as certain information to be published will vary. However, other ‘constant’ **City** pages section items (*e.g.*, ‘City News’, ‘Mayor’s Message’, ‘Calendar’, etcetera) are to be routinely included in each issue and therefore, are expected to be found in the same general locations within the publication, and due to the overall layout and spacing needs, are expected to be provided each month by **The City**. **CP** will retain creative control of the publication in determining where content and advertisers will be placed, what design elements will be used and overall graphic design of the publication see Section (j) Paragraph 1.

- d) Publication Goals and News Item Sources:** The overall goal of the **PUBLICATION** is to promote goodwill and unity within **The City**. Accordingly, the readership should expect to receive educational, informative articles and other positive content deemed of common interest to members of **The City**. Such content is expected to include: a message from the mayor of **The City**; a schedule posting city events; neighborhood activities; and other community announcements and need to know information provided to **CP** by **The City**. Potential publication content material is invited to be submitted at all times from members of the community. Submitted from: individual homeowners; local businesses; community leaders; The City Council and all civil offices in **The City**. **CP** will curate and determine if the publishing of submitted content will be appropriate for the magazines (See Section (f) of Paragraph 1, for content restrictions and Content Authority Approval in Section (g) of Paragraph 1).
- e) Creating and Editing Content:** **The City** hereby grants **CP** the right to gather input from homeowners and residents in order to create newsworthy articles and other material to enhance the quality and content of the **PUBLICATION**. **CP**'s services are expected to include: conducting homeowner interviews; taking photos; and editing and/or enhancing material submitted by the various sources outlined in Section (d) of Paragraph 1, above. **CP** agrees to actively provide such services each publishing period and throughout the term of this **AGREEMENT**. The publishing period will be the time-period (1 month) prior to the publishing deadline(s) which will be determined by **The City** and **CP** jointly; and planned out in a publishing calendar to be approved by both parties and will found in ADDENDUM B to this **AGREEMENT**.
- f) Content Restrictions:** Regardless of the story source whether from **The City** or homeowners, all such material shall not include content which may be considered as offensive; of a personal, internal political or controversial nature; express opinions deemed condescending, slanderous or critical of others, the community, **CP** or the **The City**. Material submitted may not contain topics otherwise inappropriate for a family publication or considered discriminatory based upon age, sex, race, familiar status, religion, or sexual preference. The **PUBLICATION** shall not include 'editorials' or 'opinion pieces,' provide a forum for presenting topics involving homeowner complaints, individual or otherwise, which may be addressed through appropriate channels (*e.g.*, City Council, Ombudsmen, Communications department, etcetera). Any material having a negative connotation may: be considered inconsistent with the **PUBLICATION**'s publishing policy and adversely affect readership enjoyment; diminish advertiser enthusiasm and ad revenues, and will therefore be rejected from publishing.
- g) Content Authority Approval:** Only the City Manager under the direction of the City Council of the **The City**, or his/her designated representative(s) (*i.e.*, the Newsletter Chair, Staff Member, etcetera), shall have the final authority to approve the whole of each magazine including both homeowner submitted and city-related content prior to printing. A legal disclaimer shall be found in each publication issue as to its content and completeness, indemnifying both **The City** and **CP**. Such disclaimer is intended to clarify and protect the advertisers, **CP**, **The City**, homeowners and others who submit material to the **PUBLICATION**. **The City** can refuse content if deemed harmful to **The City** or its representatives. **The City** will develop with the assistance of **CP** if

desired, additional content to fill the space as needed with the understanding that it may delay delivery of the **PUBLICATIONS** to **The City's** residents. The disclaimer will read as follows:

*The paid advertisements contained within the Roy Connection magazine are not endorsed or recommended by Connection Publishing or Roy City. Therefore, neither party may be held liable for the business practices of these companies. The City is also not responsible for any content in the magazines except for that which they directly submit for publication.*

- h) Advertising Content:** **The City** acknowledges that **CP** must sell advertising space to generate its business revenue and to enable the publication to be produced for the **The City**. Accordingly, **CP** shall aggressively market advertising contracts to prospective clients in order to meet such obligations and yet discourage the **PUBLICATION** from containing an overwhelming or disproportionate degree of advertisement content which potentially could compromise readership enjoyment. Because advertisers' needs can fluctuate (*e.g.*, ad space size, contract term commitment, etcetera), **CP** cannot guarantee that each issue will have an equal balance between advertisement and city content, however, inasmuch as possible, **CP** is committed to making every effort to maintain such a reasonable balance of content. **CP** will not accept political advertising from local city, state or federal political parties or candidates, as this is an official city magazine, **The City** may elect to include short political bio's on candidates running for election at **The City's** discretion. If such information is to be included it must fit within **The City's** designated section, unless **The City** receives prior approval from an official representative of **CP** or their designee; giving **The City** additional room within the **PUBLICATION** without increasing the page count as detailed in Section (i) Paragraph 1 below. This approval must be given by **CP** to **The City**, THIRTY (30) days prior to established **PUBLICATION** deadline.
- i) Size and Scope:** The **PUBLICATION** will start at thirty-two (32) pages and will grow, as needed for space to meet advertising demand, to as large as One Hundred twenty eight (128) pages depending on advertising volume and amount of community submissions. Due to costs and complexities of increasing the size this will be a process solely governed and decided upon by **CP**. The **PUBLICATION** will contain stories and topics, other than **The City's** pages, including but not limited to; Students of the Month, Community Spotlights, Resident Recipes, Community History, Feature Stories, Business Spotlights (of one of the advertisers), etcetera. Other human interest stories will be gathered and collected from other sources as outlined in Section (d) Paragraph 1, above. There will be roughly SEVEN (7) to EIGHT (8) pages of city content with some ads mixed in; this section will include the Mayors Message, City News and announcements; plus ONE (1) or TWO (2) pages for an event calendar with city events and other local events (gathered by **CP**). **The City** will provide the information to be published through the project management software portal (Podio) which **CP** will provide and **CP** will design pages and lay out graphically, the information, according to the space set forth in this **AGREEMENT** and according to **CP's** publishing standards and styles; see Section (j) Paragraph 1 below for details. If **The City** has need to add additional pages to the publication for covering special events or **The City** simply desires

more room for city news, and it does not reasonably fit within **The City's** allotted pages, **The City** can elect to pay for additional pages, see Section (o) Paragraph 1.

- j) Design and Layout:** All creative design and layout is to be the sole responsibility of **CP** and, though feedback and ideas are welcome from **The City**, **CP** will ultimately make design layout and page placement decisions according to industry best practices and the judgement of professional designers under the employ of **CP**. City pages will always be featured front and foremost in the **PUBLICATION**. **The City** will upload the content they desire to be in the **PUBLICATION**, to **CP's** project management software in a word document or google document format. Photos or images will be submitted as separate files so that **CP's** designers can utilize them according to **CP's PUBLICATION** design standards. Pre-designing or embedding photos is not an acceptable submission format and may be requested to be resubmitted by the submitter if necessary. Training will be provided by **CP** to members of **The City's** staff to help teach how submissions are to be handled as well as the review and revision process prior to the first publication deadline.
- k) The City's cost:** **The City and CP** agree to the details of ADDENDUM A, outlining **The City's** cost for the **PUBLICATION** and to have the, **PUBLICATION** serve as **The City's** official city newsletter.
- l) Advertising Restrictions:** At no time shall **CP** solicit or accept advertising contracts which: contain offensive or otherwise inappropriate content for a family publication; discriminate based upon age, sex, race, familiar status, religion, or sexual preference; or may be in conflict, competition or serve to the detriment of the **The City** or its homeowner residents. No advertiser shall have the right to object to: any other advertisers' placement of ads; homeowner content; city-related announcements, articles, events, or official business.
- m) Content Submission Deadline:** Any **City** or homeowner-related content material must be submitted to **CP** no later than the established deadlines detailed in ADDENDUM B. Prior to going to press with each issue, **CP** shall notify the **The City** or its designated representative(s) each publishing period when the **PUBLICATION** is ready for digital review and approval. **The City** has forty-eight (48) hours (two business days, not including weekends) to review and approve the **The City** and homeowner-related materials. Any revisions must be submitted to **CP** during this forty-eight (48) hour period according to **CP** revision processes and policies. If no revisions are submitted within this timeframe the content will be deemed acceptable 'as is' and considered ready to go to press in its entirety.
- n) Homeowner Advertisements:** Any and all businesses belonging to homeowners (e.g., real estate agencies, financial planning, law practices, product sales, service providers, etcetera), must purchase ad space at prevailing **CP** rates.
- o) Additional or "Special Edition" Publications:** From time to time **The City** may desire the production and publishing of a "special edition" magazine for special events or celebrations. **CP** will be able to produce and print "special editions" for a discounted

price over traditional sources due to bulk pricing for printing and shared postage. The price for special editions will be determined, negotiated and detailed separately from this agreement. **The City** has no obligation to use **CP** for “special publications” but can elect to do so at their discretion. **CP** can also help the city with mailed items like postcards, flyers, announcements at discounted prices to be sent along with the publication. These will be handled in a separate agreement.

**2. MAILING LIST:** **CP** will send the magazines out using the postal service “every door direct mailing” The mailing routes will be routinely monitored for additional addresses and adjustments to the total print count will be made so that all homes and businesses in the area can receive the publication by mail. All parties, including **CP** and **The City**, acknowledge the importance of having the **PUBLICATION** mailed to the most current homeowner listing at all times and to be sent to 100% of homes and addresses.

**3. TERM OF AGREEMENT:** The parties hereto agree that commencing on the first date of publication of **PUBLICATION**, the term of this **AGREEMENT** shall be for a period of Twelve (12) months.

**4. CONTRACT PERIOD and TERMINATION:** **The City**, without cause, may terminate this **AGREEMENT** at the end of any twelve (12) month period by giving written notice of cancellation to **CP** at least sixty (60) days prior to the twelve (12) month anniversary date of this **AGREEMENT**. If notice is not given, the agreement is automatically extended an additional twelve (12) months and will continue to roll into subsequent twelve (12) month periods each year thereafter. The same notice detailed above must be given in subsequent years to cancel the agreement until the contract is cancelled by either party or until sixty (60) months shall pass and then a new contract must be formed.

If **The City** elects to terminate this **AGREEMENT** under the above terms, **CP** may continue to publish the **PUBLICATION** as a non-official city magazine. If **CP** elects to continue publication, **The City** may publish its own newsletter provided that it does not contain commercial advertising. The limit on commercial advertising will continue for twelve (12) months after the effective date of termination.

**CP** may terminate the **AGREEMENT** at any time, without cause, due but not limited to failure to acquire advertising support for **The Publication**, by giving the **The City** a thirty (30) day written notice of termination, at which time, **CP** shall cease to publish the **PUBLICATION** after the effective date of cancellation. If **CP** elects to terminate this agreement, no limits will be placed on **The City's** future publishing of their own newsletter, after the effective date of termination.

**5. GOVERNING LAW:** Both parties hereby expressly agree that this **AGREEMENT** shall be governed by and interpreted according to the laws of the state of Utah and that jurisdiction and venue shall be in Utah regardless of where the party(ies) may operate its/their principal place of business.

**6. INTEGRATION AND AMENDMENT:** Both parties agree that this **AGREEMENT** contains every term that they have agreed to in relation to the above referenced transactions; any and all prior or contemporaneous understandings, representations, and/or statements (whether oral or written) related to said transactions are merged herein. No parole or extrinsic evidence may be used to

contradict any of the terms of this **AGREEMENT**. In order for any changes, modifications or amendments to this **AGREEMENT** to be enforceable by either party, they must be in writing and signed by both parties.

**7. CONSTRUCTION:** Both parties have either 1) been represented by separate legal counsel or 2) have had the opportunity to be so represented and have chosen not to be represented by separate legal counsel of their own volition. Accordingly, no provision herein shall be construed against either party as being the draftsman of any such provision. This **AGREEMENT** shall therefore be construed simply and without regard to any presumption or other rule requiring construction against the party causing the **AGREEMENT** or provision to be typed or drafted.

**8. FORCE MAJEURE:** “Force Majeure” shall be defined as any unforeseeable event beyond the control of either party that renders either party unable to timely perform under this **AGREEMENT**, including but not limited to, acts of God, local or national or international security crisis, acts of terrorism, large union strikes, organized criminal activity, destruction of roads, impairment of air travel, etc. In the event of Force Majeure, neither party can declare or find the other party in breach or default of this **AGREEMENT** as a result of the other party’s failure to timely perform any duty required under this **AGREEMENT** if said untimely performance was substantially caused (whether directly or indirectly) by Force Majeure. In the event that Force Majeure impedes a party from timely performing, the impeded party’s performance deadline shall be extended quid pro quo, or in other words, the deadline shall be extended by a number of days equal to the effect the Force Majeure had upon said party’s impeded performance.

**9. CERTIFICATE OF MAILING:** Any Notice to be given or served upon any party hereto in connection with this **AGREEMENT** must be in writing and shall be mailed in the manner required by Utah law. Copies of any Notices shall be made and deposited in the United States Mail to the following addresses by Certificate of Mailing:

For Connection Publishing:

Ryan Spelts

CEO

163 W Lomond View Dr

North Ogden, UT 84414

For The City of Roy:

\_\_\_\_\_

Mayor

5051 S 1900 W

Roy, UT 84067

10. **SEVERABILITY:** In the event that any provision of this **AGREEMENT** shall be held invalid or unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of the **AGREEMENT**.

11. **INDEMNIFICATION:** **The City** agrees to indemnify and hold harmless **CP**, its officers, directors and employees against any and all claims resulting from the **PUBLICATION** content originating from the **The City** or a homeowner source. **CP** agrees to indemnify and hold harmless the **The City**, its officers, directors, volunteers and homeowners against any and all claims resulting from **CP** advertiser-provided content and from **CP** negligence, breach of contract or any other claims or liabilities against **CP**. Notwithstanding the foregoing, **CP** acknowledges and agrees that **The City** is a governmental entity under the Governmental Immunity Act of Utah, nothing in this Agreement shall be construed as a waiver of any protection, rights, or defenses applicable to **The City** under the Act, including the provisions of Utah Code Ann. § 63G-7-604 regarding limitations of judgments.

12. **ATTORNEY FEES:** In the event of any court action, the prevailing party shall be entitled to be reimbursed for all reasonable attorney fees and costs.

13. **ASSIGNMENT:** This **AGREEMENT** shall remain valid and binding throughout its term regardless of any changes in people or personnel associated with **CP**, The City of Roy, Utah, its officers, members, elected officials or community volunteers in place as of the date of this **AGREEMENT**. This **AGREEMENT** is fully transferrable to any and all successors to all parties of this **AGREEMENT**.

14. **SIGNATURES:** This **AGREEMENT** is accepted and agreed to severally. The undersigned have read this **AGREEMENT** in its entirety and understand and agree to all terms and conditions thereof and further acknowledge that they have received an executed original of this **AGREEMENT**.

For **CP**:

The City:

By: \_\_\_\_\_  
Ryan Spelts,

By: \_\_\_\_\_  
\_\_\_\_\_

Connection Publishing, CEO

Roy City, Representative



## **Roy City Council Agenda Worksheet**

**Roy City Council Meeting Date:** December 5, 2023

**Agenda Item Number:** Action Item #3

**Subject:** Weber County Transfer Station Interlocal Agreement

**Prepared By:** Matt / Bob

**Background / Discussion:**

This agreement directs the city to supervise and regulate the collection, transportation, and disposition of solid waste generated within our jurisdiction, and to require municipal residential waste generated within our city to be disposed of at a solid waste management facility owned or operated by Weber County. This does not include recyclable materials.

Weber County needs each city within the County to support this agreement to provide solid-waste disposal services at the lowest costs.

(see attached agreement)

**Recommendation (Information Only or Decision):** Decision to Approve Agreement

**Contact Person / Phone Number:** Matt / Bob

**RESOLUTION NO. 23-29**

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN ROY CITY AND WEBER COUNTY, WHEREIN WEBER COUNTY WILL ACCEPT WASTE TRANSPORTED TO THE TRANSFER STATION.**

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

**WHEREAS**, the City Council finds that in conformance with Utah Code Section 10-3-717, the City Council as the governing body of the City may exercise administrative powers by resolution; and

**WHEREAS**, the City desires to contract with Weber County for the acceptance of residential waste collected throughout City; and

**WHEREAS**, the City Council finds that Weber County has the ability and desires to provide services to the City to accept residential waste collected in City; and

**WHEREAS**, the City Council finds that under the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-1, et seq., as amended, (the “Act”), any power or powers, privileges or authority exercised or capable of exercise by a public agency that may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may contract with another for joint or cooperative action under the Act; and

**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 entering into and supporting the interlocal agreement is in the best interest of the citizens of Roy City and a necessary to disposing of residential waste;

**NOW THEREFORE**, the Roy City Council hereby resolves to enter into the attached Interlocal Agreement with Weber County for the purposes of disposing residential waste collected in City.

Passed this 5th day of December, 2023.

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Robert Dandoy  
Mayor

Attested and Recorded:

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Brittany Fowers  
City Recorder

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

Councilmember Sophie Paul \_\_\_\_\_

Councilmember Scadden \_\_\_\_\_

Councilmember Wilson \_\_\_\_\_

Councilmember Joe Paul \_\_\_\_\_

Councilmember Jackson \_\_\_\_\_

**INTERLOCAL COOPERATION AGREEMENT**

by and among

Roy City Corporation

and

**WEBER COUNTY**

Relating to the delivery of municipal solid waste to the Weber County Transfer Station

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT between Roy City, which is a municipality and political subdivision of the State of Utah (“City”), and WEBER COUNTY, a political subdivision of the State of Utah (“County”).

**RECITALS**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, found in Utah Code Title 11, Chapter 13, public agencies are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the Solid Waste Management Act, found in Utah Code Title 19, Chapter 6, Part 5, specifically authorizes public entities to supervise and regulate the collection, transportation, and disposition of solid waste generated within their jurisdiction, and to require municipal residential waste generated within their jurisdiction to be disposed of at a solid waste management facility owned or operated by a public entity; and

WHEREAS, the County owns and operates a transfer station (“Transfer Station”) where solid waste is collected, processed, and then shipped to appropriate disposal sites; and

WHEREAS, the County has invested a significant amount of money in facilities and equipment to provide solid waste disposal services to county residents; and

WHEREAS, as a public benefit, the County accepts waste transported to the Transfer Station by individual county residents; and

WHEREAS, the County also provides or participates in various additional expanded services, including household hazardous waste collection, green waste recycling and

compost/wood product sales, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the services provided by the County constitute a direct benefit to the public good by providing an appropriate disposal facility for waste, thereby reducing the unlawful or inappropriate disposal of waste materials and allowing for some of them to be re-used; and

WHEREAS, the long-term committed delivery of municipal residential curb-side collected waste to the Transfer Station is critical to the funding and amortizing of the Transfer Station and its operational expenses, including expanded services; to the ability of the County to provide solid waste services to the general public in an efficient, cost-effective manner; and to the County's ability to obtain better long-term agreements for the transportation and disposal of the waste, thereby providing a lower long-term cost to the residents of the City and other parts of Weber County;

NOW, THEREFORE, the Parties mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

**Section 1. Purpose.**

This Agreement has been established and entered into for the purpose of facilitating the efficient operation of solid waste services provided by the Parties.

**Section 2. Effective Date; Duration.**

- a. This Agreement shall become effective upon the completion of all of the following actions:
  - i. The Agreement is reviewed as to proper form and compliance with applicable law by the attorney for each Party;

- ii. The Agreement is approved and signed by each Party; and
- iii. The Agreement is filed with the keeper of records of each Party.
- b. The initial term of this Agreement shall be from the effective date through December 31, 2024.
- c. The Agreement shall automatically renew for additional terms of two years each, unless terminated earlier as provided in this Agreement, for a maximum of 12 years. Either Party shall have the option to terminate this Agreement at any time, by providing written notice of termination to the other Party at least six months before the date the termination will take effect.
- d. This Agreement may also be terminated at any time by mutual written agreement of the Parties.

**Section 3. Waste Disposal.**

In accordance with the purpose stated above, the Parties agree to the following:

- a. The City agrees to deliver, or cause to be delivered, exclusively to the County's Transfer Station, all of the household waste placed in curb-side containers by the City's residents and picked up by the City or by the company that the City contracts with to collect and dispose of curb-side residential waste. The County agrees to accept such waste, subject to the fee schedules, rules, regulations, and procedures adopted by the County. Other types of waste that are not household waste collected by the City or under a contract with the City, such as curb-side recycling and commercial waste, may be brought to the Transfer Station but are not governed by this agreement.

- b. The County agrees to own and operate the Transfer Station throughout the term of this Agreement.
- c. The City shall elect one of the following billing and payment options:
  - i. The County will bill the City for the tipping fees for curbside waste generated by the City's residents, and the City agrees to pay each bill within 30 days of receipt.
  - ii. Or, the County will directly charge the haulers of curbside waste generated by the City's residents. The City shall ensure that the haulers timely pay all appropriate fees.

**Section 4. Additional Provisions Required by the Interlocal Cooperation Act.**

- a. This Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for its own obligations arising under this Agreement.
- b. Each Party shall maintain separate ownership and control over its own real and personal property. Therefore, there will be no need for joint disposal of property upon the termination of the Agreement.
- c. Since this Agreement does not establish an interlocal entity, the Parties agree that the County's Community Development Director, or the Community Development Director's successor or designee, shall act as the administrator responsible for the administration of this Agreement.



- d. Since this Agreement relates to the use of the County's Transfer Station, voting shall be weighted in favor of the County, with the County's vote outweighing the City's vote on any vote required by this Agreement.
- e. A copy of this Agreement shall be placed on file in the office of the official keeper of records of each Party.

**Section 5. Indemnification.**

Each of the Parties is a political subdivision of the State of Utah and claims the privileges, protections, and immunities of the Governmental Immunity Act of Utah. Each of the Parties agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of the indemnifying Party's negligent or intentional errors or omissions in connection with this Agreement.

**Section 6. Publication of Notice of Agreement.**

Immediately after execution of this Agreement by both Parties, each Party shall cause notice of this Agreement to be published pursuant to Utah Code Section 11-13-219.

**Section 7. Notices and Contacts.**

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or three days after such notice is deposited in the United States Mail, postage prepaid, and certified, and addressed to the Parties as set forth below:

For the County:

Community Development Director  
Weber County  
2380 Washington Blvd., Ste. 250  
Ogden, UT 84401

For the City:

Roy City Corporation  
Administration  
5051 S 1900 W  
Roy, UT 84067

**Section 8. Miscellaneous Provisions.**

- a. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining to this subject.
- b. Waiver. No failure by any Party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such breach or of a breach of any other provision.
- c. Rights and Remedies. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law.
- d. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, then the remaining provisions of the Agreement shall remain in full force and effect, unless the invalidation of the provision materially alters the Agreement by interfering with the purpose of the Agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the Agreement, then the Parties shall negotiate in good faith to modify the Agreement

to match, as closely as possible, the original intent of the Parties. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

- e. Litigation. If any action, suit, or proceeding is brought by a Party with respect to this Agreement, each Party shall bear its own costs, including attorneys' fees.
- f. Recitals. The Recitals, as set forth above, are incorporated into this Agreement.
- g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- h. Amendments. This Agreement may not be amended except by an instrument in writing, approved and executed in compliance with the requirements of the Interlocal Cooperation Act.
- i. No Third-Party Beneficiaries. The Parties do not confer any rights or remedies upon any person other than the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates listed below:

**Roy City**

By: \_\_\_\_\_ DATED: \_\_\_\_\_  
Robert Dandoy  
Mayor

Attest: \_\_\_\_\_ DATED: \_\_\_\_\_  
Brittany Fowers  
City Recorder

Approved: \_\_\_\_\_  
Matt Wilson  
City Attorney

**WEBER COUNTY**

By: \_\_\_\_\_ DATED: \_\_\_\_\_  
Gage Froerer  
County Commission Chair

Attest: \_\_\_\_\_ DATED: \_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

Approved: \_\_\_\_\_  
Deputy County Attorney

## Roy City Council Agenda Worksheet

**Roy City Council Meeting Date:** December 5, 2023

**Agenda Item Number: Action Item #4**

**Subject:** Transient Room Tax (TRT)

**Prepared By:** Brody Flint

### **Background:**

- Roy City currently does not impose a transient room tax. A transient room tax allows up to a 1% tax on hotel/motel type business where accommodations are rented for less than 30 days. See Utah Code Ann. 59-12-352. Roy City should capitalize on transient room businesses and capture the allowable 1% tax that can go into our general fund. This will apply to existing and future businesses in the City of Roy.

### **TRANSIENT ROOM TAX INFORMATION**

#### **Municipalities and Transient Room Tax**

- Utah Code Ann. § 59-12-352 provides that a municipality may impose a tax of no more than 1% on accommodations on “amounts paid or charged for tourist home, hotel, motel, or trailer court accommodations and services that are regularly rented for less than 30 consecutive days.” Utah Code Ann. § 59-12-103(i). A municipality may increase or decrease the tax by ordinance. Revenues from the Transient Room Tax (“TRT”) may be used for general fund purposes.
- This is a use tax, not a general property tax; the only persons paying this are those using the service, i.e. renting a motel, hotel, or Airbnb in Roy.
- The numbers for all entities that have a transient room tax are posted online by the State Tax Commission. Here are some examples of revenues generated by other municipalities between January and September of 2023:
  - Weber County - \$255,519.36
  - Davis County - \$268,804.78
  - Ogden - \$25,596.63
  - Farr West - \$1,805.03
  - Marriott Slaterville - \$4,533.11
  - Logan - \$29,455.99
  - Layton - \$31,028.04

#### **Statewide entities’ information will be included with this information.**

- Of all Weber County cities, the only cities that have a hotel/motel and have not adopted the transient room tax are Roy and Eden.
  - Eden has one bed and breakfast and they have not passed the transient room tax.

#### **Establishing a TRT**

- A municipality establishes a TRT by ordinance. The enactment of the tax will take effect on the first day of the billing period on the first day of a calendar quarter and 90 days after the State Tax Commission receives notice meeting certain requirements from Roy City. The notice sent to the State Tax Commission shall state that the city will enact the tax, the statutory authority for the tax, the effective date of the tax, and the tax rate.

- It should be noted that a municipality may not impose the TRT “within a project area described in the project area plan adopted by the authority under Title 63H, Chapter 1, Military Installation Development Authority Act.” Utah Code Ann. § 59-12-352(5)(a).

**Recommendation (Information Only or Decision):** Decision on Roy City Ordinance 23-11

**Contact Person / Phone Number:** Brody Flint

**ROY CITY ORD. No. 23-14**

**An Ordinance Establishing a Transient Room Tax, Adopting Relevant Provisions of the Utah Sales and Use Tax Act and Providing for Collection and Use of Revenues**

WHEREAS, Utah Code 59-12-352 authorizes municipalities to impose a tax of not to exceed 1% on charges for tourist home, hotel, motel, or trailer court accommodations and services that are regularly rented for less than 30 consecutive days; and

WHEREAS, a municipality may, by ordinance, increase or decrease the tax authorized under Utah Code 59-12-352; and

WHEREAS, a governing body of a municipality is required to regulate the tax under Utah Code 59-12-352 by ordinance; and

WHEREAS, a municipality is authorized to use revenues generated by the tax for general fund purposes; and

WHEREAS, the Roy City Council has determined that it is in the best interest of the citizens of Roy City to impose said tax, to regulate the same, and to use the revenues generated therefrom for general fund purposes;

NOW THEREFORE, be it ordained by the Roy City Council as follows:

**SECTION 1 – TRANSIENT ROOM TAX**

**ARTICLE D TRANSIENT ROOM TAX**

**SECTION 2 – 3-3D-1: TITLE**

This article shall be known as the “Transient Room Tax” ordinance for the City of Roy.

**SECTION 3 – 3-3D-2: PURPOSE**

The Utah legislature has authorized municipalities to enact a Transient Room Tax that may be collected from persons and entities providing public accommodations in the City. It is the purpose of this ordinance to provide for the uniform assessment and collection of that tax pursuant to Part 3A of Title 59, Chapter 12, Utah Code Annotated, as amended.

**SECTION 4 – 3-3D-3: EFFECTIVE DATE**

This Article shall become effective as of the 1st day of January, 2024.

**3-3D-4: DEFINITIONS**

“Public accommodation” means a place providing temporary sleeping accommodations that are regularly rented to the public and includes:

- A. a motel;
- B. a hotel;
- C. a motor court;
- D. an inn;
- E. a bed and breakfast establishment;
- F. a condominium; and
- G. a resort home.

“Rents” includes rents and timeshare fees or dues.

“Transient” means a person who occupies a public accommodation for less than thirty (30) consecutive days.

#### **SECTION 5 – 3-3D-5: TRANSIENT ROOM TAX**

There is hereby levied and imposed, and there shall be collected and paid, a transient room tax on the rents charged to transients occupying public accommodations within the City’s corporate limits in an amount that is equal to one percent (1%) of the rents charged.

#### **SECTION 6 – 3-3D-6: REVENUE USE**

All revenues generated by the transient room tax and penalties, if any, may be used by the city for general fund purposes.

#### **SECTION 7 – 3-3D-7: GROSS RECEIPTS**

For purposes of this section, gross receipts shall be computed upon the base room rental rate. There shall be excluded from the gross revenue, by which this tax is measured:

- A. the amount of any sales or use tax imposed by the State of Utah or by any other governmental agency upon a retailer or consumer;
- B. the amount of any transient room tax levied under authority of Chapter 31 of Title 17, Utah Code Annotated, as amended, or its successor;
- C. receipts from the sale or service charge for any food beverage, or room-service charges in conjunction with the occupancy of the suite, room, or rooms, not included in the base rate; and
- D. charges made for supplying telephone service, gas, or electrical energy service, not included in the base rate.

#### **SECTION 8 – 3-3D-8: EXEMPTIONS TO THE TRANSIENT ROOM TAX**

- A. No Transient Room Tax shall be imposed under this chapter upon any person:
  - a. engaged in business solely for religious, charitable, eleemosynary, or other types of strictly nonprofit purpose who is tax exempt in such activities under the laws of the United States and the State of Utah; or
  - b. engaged in a business specifically exempted from municipal taxation and fees by the laws of the United States or the State of Utah.

#### **SECTION 9 – 3-3D-9: PAYMENTS**

On or before the effective date of this title, Roy City shall contact with the State Tax commission to perform all functions incident to the administration and collection of the Municipal Transient Room Tax, in accordance with the provisions of this title. The City Manager is hereby authorized to enter into agreements with the State Tax Commission that may be necessary to the continued administration and operation of the Transient Room Tax enacted by this title.

**SECTION 10: REPEALER CLAUSE.** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**SECTION 11: SEVERABILITY CLAUSE.** If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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Robert Dandoy  
Mayor

ATTEST:

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Brittany Fowers

City Recorder

Voting:

Councilmember Ann Jackson \_\_\_\_\_

Councilmember Diane Wilson \_\_\_\_\_

Councilmember Sophie Paul \_\_\_\_\_

Councilmember Randy Scadden \_\_\_\_\_

Councilmember Joe Paul \_\_\_\_\_

# Roy City Council Agenda Worksheet

**Roy City Council Meeting Date:** 5 Dec 2023

**Agenda Item Number: Discussion Item #1**

**Subject:** Garage / Yard Sales Signs and Roy City Sign Ordinance

**Prepared By:** Bob Dandoy

## **Background:**

- During a recent City Council meeting a comment was made about Garage / Yard Sale Signs being authorized in Roy City and the response from the City Planner was they were not. Certainly, not outside of the individual's personal private property.
- According to Roy City Code 13-2-1 a "garage sale sign" is considered an "Incidental Sign". Under the same Code an "off-premise sign" is a sign which directs attention to a use, product, commodity, or service not related to the property on which it is located.
- Roy City Code 13-4-1 does not require the city to issue a permit to have an individual(s) use a garage sale sign, however 13-3-2 prohibits the individual(s) conducting a garage / yard sale to place signs outside of the person private property. Roy City Code states it is unlawful for any person to erect, place or maintain an "off-premise sign" in Roy City.
- The specific language found in the Roy City Code is in Attachment 1.

## **Discussion:**

- Driving around Roy City particularly in the Spring and Fall months you don't have to go far to see garage / yard sale signs pop-up. After a long winter, residents find it necessary to clear out the garage using these types of yard sale activities. For the most part the City does not regulate the residents desire to hold a liquation of goods/commodities if it doesn't involve public property and that signs are not found outside of the individual's private property.
- Certainly, there are social media and websites available to allow residents to get the message out that they are conducting a garage / yard sale. Even with these added resources, the signs keep coming and the City's Code Enforcement is unaware or unable to remove the numerous violations. Remember, the current unwritten code enforcement policy requires a complaint to be issued before action is taken.
- Some cities along the Wasatch Front have taken a more focused approach to allow garage / yard sale signs within their communities (see Attachment 2). These different management methods provide the residents with the freedom to place sale signs out but provide some restrictions on how many and for how long. In all cases, cities like Roy restrict using public properties to advertise.
- The Planning Commission has reviewed this request and recommends not to change the sign ordinance.

## **Recommendation (Information Only or Decision):**

- The decision now before the City Council is to move forward with a decision on whether an adjustment is needed in the Sign ordinance or not. If some changes need to happen, here is a recommendation.
  - "Signs for a short-term event shall be exempt from the provisions of this chapter. Such signs may include notices for garage sales, lost and found notices, etc. Such signs shall not be placed more than twenty-four (24) hours before the event, shall be removed immediately following the event, shall not be for commercial businesses, and shall not be posted on city property."

**Contact Person / Phone Number:** Bob Dandoy

# Attachment 1

## Sign Ordinance

City	Code	Brief Description
Roy City	13-2-1 Definitions	<ul style="list-style-type: none"> <li>• SIGN, INCIDENTAL: Any sign or poster which is placed to advertise or announce a specific event, or which pertains to a particular event or occurrence, or which is not designed or intended to be placed permanently, or which related to such events or occurrences that are not taking place on the premises on which the sign is located. Examples, signs or posters relating to garage sales, concerts, “swap meets”, and the like.</li> <li>• SIGN, OFF-PREMISE: A sign which directs attention to a use, product, commodity or service not related to the property on which it is located.</li> </ul>
	13-3-1 General Provisions for All Signs	<ul style="list-style-type: none"> <li>• Signs on Private Property: It shall be unlawful for any person to fasten or attach, paint or place any “sign”, as defines in this Title, upon any private wall, window, door, gate, fence, or sign, or upon any other personal property, without the consent of the owner or lessee, or someone authorized to act on behalf of such owner or lessee.</li> <li>• Signs on Public Property: It shall be unlawful for any person to fasten or attach, paint or place any “sign”, handbill, poster, advertisement or notice of any kind or sort, whether political or otherwise, or to cause the same to be done in or upon any portion the curbstone, lamppost, telephone pole, electric light or power pole, hydrant, bridge or tree, in or upon any portion of any sidewalk, or street. It shall be unlawful to paste, place, paint or attach any “sign” as defines in this Title, upon any building, street, or property of the city. No sign shall be erected on or over public property.</li> </ul>
	13-3-2 Prohibited Signs	<ul style="list-style-type: none"> <li>• It shall be unlawful for any person to erect, place, or maintain a sign in the City of Roy except in accordance with the provisions of this title. The following types of signs are prohibited in all districts:               <ul style="list-style-type: none"> <li>• Off-Premise Sign.</li> </ul> </li> </ul>
	13-4-1 Signs Not Requiring Permits	<p>The following types of signs are exempted from permit requirements but must conform to all other requirements of this Title:</p> <ul style="list-style-type: none"> <li>• Incidental Sign.</li> </ul>

## Attachment 2

### Other Cities Sign Ordinance

City	Code	Brief Description
<b>Park City</b>	12-8-1 Signs Exempt from Permit Requirement	<p>The following signs are exempt from the permit requirements of Chapter 3. They shall be regulated by the following size and placement standards and, except as otherwise provided herein, shall not be included when calculating permitted sign area for any parcel, use, or development. Building permits may be required for the installation of these signs even though they are exempt from design review and regulation.</p> <ul style="list-style-type: none"> <li>• <b><u>GARAGE-SALE SIGNS.</u></b> Garage-sale signs are exempt from permit requirements as long as they comply with the requirements of Section 12-10-2(E).</li> </ul>
	12-10-2 Types of Temporary Signs	<p>Temporary signs are not a part of a permanent land use and shall not be displayed for more than six (6) months.</p> <p><b><u>(E) GARAGE-SALE SIGNS.</u></b> Garage sale signs may not be displayed for more than 48 hours continuously. Signs not removed after 48 hours are deemed refuse, and the property owner will be charged a sign removal fee in an amount set forth by resolution and shall be guilty of littering, a Class C misdemeanor. Garage-sale signs do not require a sign permit but must comply with the following regulations, as well as the general size, color, and placement standards of Chapter 4, where applicable.</p> <ul style="list-style-type: none"> <li>• <b>SIZE.</b> Garage-sale signs shall not exceed three square feet (3 sq. ft.) of area on the exposed sign face.</li> <li>• <b>HEIGHT LIMIT.</b> No portion of any garage-sale sign shall extend more than six feet (6 ft.) above the natural grade or the finished grade, whichever measurement yields the lower sign.</li> <li>• <b>NUMBER OF SIGNS.</b> Only one (1) garage-sale sign is permitted at any time on any one (1) parcel of property.</li> <li>• <b>SETBACK AND ORIENTATION.</b> Garage-sale signs may be displayed through windows or other glass surfaces.</li> <li>• <b>ZONING RESTRICTIONS.</b> Garage-sale signs are allowed in all zoning districts.</li> <li>• <b>ILLUMINATION.</b> Garage-sale signs may not be illuminated.</li> </ul>

City	Code	Brief Description
<b>Orem City</b>	22-14-28	<p>A sale of personal property commonly referred to as a “garage sale” may be conducted on the premises of a residential dwelling as an accessory use thereto provided that:</p> <ul style="list-style-type: none"> <li>• The garage sale is conducted by bona fide residents of the premises (other families may combine with the residents of the premises to hold a “multifamily” garage sale);</li> <li>• The garage sale is confined to the garage, patio, and/or yard of the premises;</li> <li>• The goods for sale consist of personal belongings of the residents and do not include any merchandise acquired for the purpose of resale;</li> <li>• The goods offered for sale are not placed in a public sidewalk or right-of-way;</li> <li>• The duration of the sale does not exceed three (3) consecutive calendar days;</li> <li>• All signs advertising the garage sale comply with the requirements of Section 14-3-3 Accessory Residential Signs;</li> <li>• No more than two garage sales are conducted on the premises in any calendar year.</li> <li>• Garage sales that do not comply with the above requirements are not permitted, and any person conducting a sale in violation of the above requirements shall be subject to the penalties set forth in Orem City Code.</li> </ul>

City	Code	Brief Description
<b>Farmington City</b>	15-2-100: Exempt Signs:	<p>Q. Signs for a short-term event shall be exempt from the provisions of this chapter. Such signs may include notices for garage sales, lost and found notices, etc. Such signs shall not be placed more than twenty-four (24) hours before the event, shall be removed immediately following the event, shall be limited to not more than four (4) signs per event, and shall not be for commercial businesses.</p>

City	Code	Brief Description
Provo	14.06.020 Definitions	"Garage-yard sale" means a sale of personal belongings in a residential zone, which sale is conducted by a bona fide resident of the premises.
	14.35.020 Uses Allowed	(2) A temporary use permit shall not be required for a garage sale; provided, that the garage sale shall not operate for more than a total of five (5) days in any calendar year, and shall be conducted by bona fide residents of the premises. Goods for sale shall consist of personal belongings of the residents. Goods offered for sale shall not be placed over a public sidewalk or in a public right-of-way.

City	Code	Brief Description
American Fork	5.32.050: Procedures, Permitted Locations and Restrictions	<ul style="list-style-type: none"> <li>No yard sale may be conducted at the same address more than four (4) times per calendar year. Each yard sale event shall be for a duration not to exceed three (3) consecutive days.</li> <li>Continuous sales of used or new merchandise at location used as residences are prohibited.</li> <li>Yard sales may not include new or used merchandise bought for the purpose of being re-sold at a yard sale.</li> <li>Merchandise and goods offered for sale shall not be placed over a public sidewalk or in a public right of way.</li> </ul>
	5.32.060: Signs	<ul style="list-style-type: none"> <li>No more than eight (8) signs advertising a yard sale shall be allowed.</li> <li>Each sign shall contain a sticker displayed on the front of the sign on the bottom left-hand corner. The sticker shall be obtained from the City Administration building, free of charge. The city will issue up to eight (8) stickers and shall mark, in permanent ink, the final day of the anticipated yard sale on each sticker. The City shall keep a record of the person who receives the stickers, the address of the applicant and the yard sale (if different), and the dates of the yard sale.</li> <li>Signs shall be displayed no earlier than twenty-four (24) hours before the event begins and must be removed by noon of the day following the last day of the yard sale (as listed on the sticker). The owner or occupant of the address listed on the sign is responsible party to ensure all signs are removed as provided herein.</li> <li>All signs shall be displayed in an appropriate manner. No signage shall be allowed on city or public property, except as otherwise provided herein. Signs shall be prohibited in public parks, except as provided herein, and shall not be attached to utility poles or boxes, trees, public buildings, or any street/traffic control signs. Signs posted upon private property or in the mow strip / parkway shall be placed only after obtaining the consent of the owner of the property and/or permission from the owner of the home located nearest the sign.</li> </ul>

City	Code	Brief Description
Pleasant Grove	10-16-2: Uses Allowed	<p>B. Garage Sales:</p> <p>1. A temporary use permit shall not be required for a garage sale; provided, that the garage sale shall not operate for more than a total of five (5) consecutive days or a total of fifteen (15) days per calendar year and shall be conducted by bona fide residents of the premises. Goods for sale shall consist of personal belongings of the residents. Goods offered for sale shall not be placed over a public sidewalk or in a public right of way. Garage sales may operate for longer than the above restriction; provided, that:</p> <ol style="list-style-type: none"> <li>The owner of the property applies for and receives a business license; and</li> <li>The owner of the property files a record of sales with the state tax commission and pays appropriate sales tax; and</li> <li>The owner must meet the conditions of chapter 21, "Home Occupations", of this title; and</li> <li>The owner must be prepared to include any earnings on both their state and federal income tax returns.</li> </ol> <p>2. The above requirements eliminate unfair competition with the properly licensed merchants operating in the city.</p>
	10-19-7: Miscellaneous Signs	H. Directional Garage/Yard Sale And Open House: Signs for directing persons to a subject property. The sign may not exceed four (4) square feet in area, and may be placed at the entrance of the subdivision in which the advertised property is located at the nearest

		cross street, and one other location. Each property owner shall be limited to ten (10) directional open house or garage sale signs per lot or parcel that lead to the property advertised. Applicants must submit a temporary sign permit with permission from the property owners, for where the signs are located. "Garage Sale"/"Yard Sale" signs are allowed for a period not exceeding five (5) consecutive days or a total of fifteen (15) days per calendar year.
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# Roy City Council Agenda Worksheet

**Roy City Council Meeting Date:** 3 Dec 2023

**Agenda Item Number: Discussion Item #2**

**Subject:** Update Roy City Municipal and Land Use Codes to Senate Bill 174-S2 (Subdivision Review and Approval Authority Process Only)

**Prepared By: Bob Dandoy**

## **Background:**

- The 2023 Legislative Session **SB 174-S2: Local Land Use and Development Revisions** requires a new process for subdivision review and approval.
- On 14 November, the Planning Commission submitted their recommendations to the Council for consideration and final approval to Roy City Municipal Code Title 11 Subdivision Regulation. The City Council is currently reviewing the recommendations.

## **Discussion: / Recommendations:**

- The City Council needs to review the proposed amendments from the Planning Commission and make a decision on required changes to the Roy City Title 11 Ordinance. A copy of the original amendments are provided in the attachment as well as a copy of the Mayor's comments / concerns / questions.

**Recommendation (Information Only or Decision):** Decision to Approve, Decision to Approve with Changes, Decision to Deny the ordinance.

**Contact Person / Phone Number:** Bob Dandoy

## **2 Attachments:**

- Mayor Dandoy's Comments on the Proposed Amendments to the Title 11 Subdivision Regulation.
- The City Planning Commission recommended amendments to the Title 11 Subdivision Regulation.

**Mayor's Comments on  
Proposed Amendments to Title 11 Subdivision Regulation as per SB 174 (2023)**

**BACKGROUND:**

- Utah Code 10-3-702 **Extent of Power Exercised by Ordinance** states:
  - The governing body may pass any ordinance to regulate, require, prohibit, govern, control, or supervise any activity, business, conduct, or condition authorized by this act or any other provision of law. An officer of the municipality may not be convicted of a criminal offense where he relied on or enforced an ordinance, he reasonably believed to be a valid ordinance. It shall be a defense to any action for punitive damages that the official acted in good faith in enforcing an ordinance or that he enforced an ordinance on advice of legal counsel.
- I referenced this Utah Code only to suggest that Roy City Municipal Code is a governing tool that must provide not only clear directions to the subdivision applicant under Title 11, but also to those city employees required to administer the ordinances passed by the City Council. The effectiveness of any ordinance to regulate, govern, control, and even provide protection to city employees is found in how well the ordinance provides detailed information so that it can be administered.

**DISCUSSION:**

- The comments below are organized in two categories and may be found in both categories.
  - First, how well do the proposed amendments to the Title 11 Subdivision Regulation stack up to the requirements outlined in SB-174 and HB 206.
  - Second, specific questions / concerns within the written text of the proposed amendments to the Title 11 ordinance.

➤ **Proposed amendments to the Title 11 Subdivision Regulation compared to the requirements outlined in SB-174 and HB 206.**

New Utah Code from SB-174	COMMENT
<p><b>10-9a-604.1. Process for subdivision review and approval.</b>            (1) (a) As used in this section, an "administrative land use authority" means an individual, board, or commission, appointed or employed by a municipality, including municipal staff or a municipal planning commission.            (b) "Administrative land use authority" does not include a municipal legislative body or a member of a municipal legislative body.            (3) A municipal ordinance governing the subdivision of land shall:            (b) (i) designate a single administrative land use authority for the review of preliminary applications to subdivide land,</p>	<p>The proposed amendments to the Title 11 Subdivision Regulation clearly identifies the Community Development Director as the Administrative Land Use Authority.</p> <p style="text-align: center;"><b>LOOKS GOOD</b></p>



New Utah Code from SB-174	COMMENT
<p><b>10-9a-604.1. Process for subdivision review and approval.</b>            (2) (a) This section applies to land use decisions arising from subdivision applications for single-family dwellings, two-family dwellings, or townhomes.            (b) This section does not apply to land use regulations adopted, approved, or agreed upon by a legislative body exercising land use authority in the review of land use applications for zoning or other land use regulation approvals.</p>	<p>The proposed amendments to the Title 11 Subdivision Regulation clearly define only one subdivision application process will be used. This process will include all residential, commercial, industrial, agriculture subdivision developments.  <b>LOOKS GOOD</b></p>

New Utah Code from SB-174	COMMENT
<p><b>10-9a-604.1. Process for subdivision review and approval.</b>            (3) A municipal ordinance governing the subdivision of land shall:            (a) comply with this section, and establish a standard method and form of application for preliminary subdivision applications and final subdivision applications</p>	<p>The proposed amendments to the Title 11 Subdivision Regulation in:</p> <ul style="list-style-type: none"> <li>○ 11-3-2 Preliminary Subdivision Application – Requirements on page 3-1, and</li> <li>○ 11-4-2 Final Subdivision Application – Requirements on page 4-1, outline the 10-9a-604.1 requirements.</li> </ul> <p><b>LOOKS GOOD</b></p>

New Utah Code from SB-174	COMMENT
<p><b>10-9a-604.1. Process for subdivision review and approval.</b>            (4) (a) If an applicant requests a pre-application meeting, the municipality shall, within 15 business days after the request, schedule the meeting to review the concept plan and give initial feedback.            (b) At the pre-application meeting, the municipal staff shall provide or have available on the municipal website the following:            (i) copies of applicable land use regulations;            (ii) a complete list of standards required for the project;            (iii) preliminary and final application checklists; and            (iv) feedback on the concept plan.</p>	<p>The proposed amendments to the Title 11 Subdivision Regulation contain NO reference to the required 15 business days for the city to schedule a meeting, if the applicant requests one, to review the concept plan and provide initial feedback.</p> <p>There is NO reference in the amendments to the Title 11 Subdivision Regulation indicating that the City has a packet containing:            (i) copies of applicable land use regulations;            (ii) a complete list of standards required for the project;            (iii) preliminary and final application checklists; and            (iv) feedback on the concept plan.            It is assumed all this information is available to the applicant whether a pre-application meeting is requested or not. The ULCT recommends that we clearly define what a “complete” application is with <u>checklists</u> for both planning and engineering.</p> <p>There is NO reference in the proposed amendments to the Title 11 Subdivision Regulation as to whether the city has the pre-application information available on the city’s website.</p> <p><b>CONCERN</b></p>

New Utah Code from SB-174	COMMENT
<p><b>10-9a-604.1. Process for subdivision review and approval.</b></p> <p>(6) An administrative land use authority may complete a preliminary subdivision application review in a public meeting or at a municipal staff level.</p> <p>(7) With respect to a preliminary application to subdivide land, an administrative land use authority may:</p> <ul style="list-style-type: none"> <li>(a) receive public comment; and</li> <li>(b) hold no more than one public hearing.</li> </ul> <p>(8) If a preliminary subdivision application complies with the applicable municipal ordinances and the requirements of this section, the administrative land use authority shall approve the preliminary subdivision application.</p> <p>(9) A municipality shall review and approve or deny a final subdivision plat application in accordance with the provisions of this section and municipal ordinances, which:</p> <ul style="list-style-type: none"> <li>(a) may permit concurrent processing of the final subdivision plat application with the preliminary subdivision plat application; and</li> <li>(b) may not require planning commission or city council approval.</li> </ul>	<p>The proposed amendments to the Title 11 Subdivision Regulation clearly state that the Administrative Land Use Authority has final approval authority over almost every decision process outlined in the Title 11 document to include preliminary subdivision application review and final subdivision plat application.</p> <p>Because it is not stated in the amendments, it is unclear if there will ever be a need for a public hearing or Planning Commission involvement under Title 11. Consideration should be given to identifying within the Title 11 ordinance what conditions would normally have to exist that would warrant public hearings.</p> <p style="text-align: center;"><b>LOOKS GOOD</b></p>

New Utah Code from SB-174	COMMENT
<p><b>10-9a-604.2. Review of subdivision land use applications and subdivision improvement plans.</b></p> <p>(1) As used in this section:</p> <ul style="list-style-type: none"> <li>(a) "Review cycle" means the occurrence of: <ul style="list-style-type: none"> <li>(i) the applicant's submittal of a complete subdivision land use application;</li> <li>(ii) the municipality's review of that subdivision land use application;</li> <li>(iii) the municipality's response to that subdivision land use application, in accordance with this section; and</li> <li>(iv) the applicant's reply to the municipality's response that addresses each of the municipality's required modifications or requests for additional information.</li> </ul> </li> <li>(b) "Subdivision improvement plans" means the civil engineering plans associated with required infrastructure and municipally controlled utilities required for a subdivision.</li> <li>(c) "Subdivision ordinance review" means review by a municipality to verify that a subdivision land use application meets the</li> </ul>	<p>The proposed amendments to the Title 11 Subdivision Regulation provide NO reference to:</p> <ul style="list-style-type: none"> <li>• Review Cycle,</li> <li>• Subdivision Improvement Plans,</li> <li>• Subdivision Ordinance Review, or</li> <li>• Subdivision Plan Review.</li> </ul> <p>There are no definitions to these terms found in Chapter 2, nor was I able find any wording in the proposed amendments. Yet there are strict requirements called out in Utah Code 10-9a-604.2 that must be followed.</p> <p>The lack of correlation between the proposed Roy City Title 11 ordinance and this current Utah Code is a concern. It is possible the proposed amendments to the Title 11 Subdivision Regulation use different wording to represent the intent of these terms, if so, the amendments need to provide some level of correlation.</p>

<p>criteria of the municipality's subdivision ordinances.</p> <p>(d) "Subdivision plan review" means a review of the applicant's subdivision improvement plans and other aspects of the subdivision land use application to verify that the application complies with municipal ordinances and applicable standards and specifications.</p>	<p>Under Utah Code 10-9a-604.2 there are strict timelines in the "Review Cycle" that must be met and different appeal procedures between "Subdivision Improvement Plans" and "Subdivision Ordinance Reviews", that must be known.</p> <p style="text-align: center;"><b>CONCERN</b></p>
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<b>New Utah Code from SB-174</b>	<b>COMMENT</b>
<p><b>10-9a-604.2. Review of subdivision land use applications and subdivision improvement plans.</b></p> <p>(2) The review cycle restrictions and requirements of this section do not apply to the review of subdivision applications affecting property within identified geological hazard areas.</p>	<p>The proposed amendments to the Title 11 Subdivision Regulation do identify some of the geological hazards (located in 11-3-2.4(a) on page 3-2), but there is NO reference to "Review Cycles".</p> <p>Because there is no reference to "Review Cycles" in the proposed amendments to Title 11, it will make it difficult to correlate between hazards and the review cycles timelines outlined in 10-9a-604.2 if the review process takes more time than authorized.</p> <p style="text-align: center;"><b>CONCERN</b></p>

<b>New Utah Code from SB-174</b>	<b>COMMENT</b>
<p><b>10-9a-604.2. Review of subdivision land use applications and subdivision improvement plans.</b></p> <p>(3) (a) No later than 15 business days after the day on which an applicant submits a complete preliminary subdivision land use application for a residential subdivision for single-family dwellings, two-family dwellings, or townhomes, the municipality shall complete the initial review of the application, including subdivision improvement plans.</p>	<p>The proposed amendments to the Title 11 Subdivision Regulation contain NO reference to the required 15 business days for the city to complete the initial application review process. There is NO reference to "Review Cycles" in the amendments.</p> <p style="text-align: center;"><b>CONCERN</b></p>

<b>New Utah Code from SB-174</b>	<b>COMMENT</b>
<p><b>10-9a-604.2. Review of subdivision land use applications and subdivision improvement plans.</b></p> <p>(3)(b) A municipality shall maintain and publish a list of the items comprising the complete preliminary subdivision land use application, including:</p>	<p>The proposed amendments to the Title 11 Subdivision Regulation in:</p> <ul style="list-style-type: none"> <li>○ 11-3-2 Preliminary Subdivision Application – Requirements on page 3-1, and</li> <li>○ 11-4-2 Final Subdivision Application – Requirements on page 4-1,</li> </ul>

<p>(i) the application;  (ii) the owner's affidavit;  (iii) an electronic copy of all plans in PDF format;  (iv) the preliminary subdivision plat drawings; and  (v) a breakdown of fees due upon approval of the application.</p> <p>(4) (a) A municipality shall publish a list of the items that comprise a complete final subdivision land use application.</p>	<p>outline the requirements.</p> <p style="text-align: center;"><b>LOOKS GOOD</b></p>
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<b>New Utah Code from SB-174</b>	<b>COMMENT</b>
<p><b>10-9a-604.2. Review of subdivision land use applications and subdivision improvement plans.</b></p> <p>(4)</p> <p>(b) No later than 20 business days after the day on which an applicant submits a plat, the municipality shall complete a review of the applicant's final subdivision land use application for a residential subdivision for single-family dwellings, two-family dwellings, or townhomes, including all subdivision plan reviews.</p>	<p>The proposed amendments to the Title 11 Subdivision Regulation contain NO reference to the required 20 business days for the city to complete the applicant's final subdivision land-use application. There is NO reference to "Review Cycles" in the amendments.</p> <p style="text-align: center;"><b>CONCERN</b></p>

<b>New Utah Code from SB-174</b>	<b>COMMENT</b>
<p><b>10-9a-604.2. Review of subdivision land use applications and subdivision improvement plans.</b></p> <p>(8) (a) If, on the fourth or final review, a municipality fails to respond within 20 business days, the municipality shall, upon request of the property owner, and within 10 business days after the day on which the request is received:</p> <p>(i) for a dispute arising from the subdivision improvement plans, assemble an appeal panel in accordance with Subsection 10-9a-508(5)(d) to review and approve or deny the final revised set of plans; or</p> <p>(ii) for a dispute arising from the subdivision ordinance review, advise the applicant, in writing, of the deficiency in the application and of the right to</p>	<p>The proposed amendments to the Title 11 Subdivision Regulation contain NO reference to the required 20 business days for the city to complete the final application review process.</p> <p>The proposed amendments to the Title 11 Subdivision Regulation contain NO reference to the dispute resolution process on <u>subdivision improvement plans</u> as outlined in 10-9a-508(5)(d), nor does it reference it in Chapter 28 Appeal code located in Title 10 Zoning ordinance. Utah Code 10-9a-604.2 clearly states that there is a difference in the dispute resolution process between issues associated with subdivision improvement plans and subdivision ordinance review.</p> <p>There is NO reference in Chapter 28 of the Title 10 Zoning Ordinance that addresses the use of an Appeal Panel, as called out in Utah Code 10-9a-508(5) when disputes surface on <u>subdivision improvement plans</u>. The ULCT indicated that we need to add this appeal process to our subdivision ordinance. This could be a problem as written.</p>

<p>appeal the determination to a designated appeal authority.</p>	<p>As stated in Utah Code 10-9a-604.2, disputes that arise from the <u>subdivision ordinance review</u> process will be handled through the designated appeal authority process outlined in Chapter 28 of the Zoning Ordinance. This approach seems okay.</p> <p style="text-align: center;"><b>CONCERN</b></p>
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New Utah Code from HB-406	COMMENT
<p><b>Utah Code 10-9a-103(59)</b> states:  "Residential roadway" means a public local residential road that:  (a) will serve primarily to provide access to adjacent primarily residential areas and property;  (b) is designed to accommodate minimal traffic volumes or vehicular traffic;  (c) is not identified as a supplementary to a collector or other higher system classified street in an approved municipal street or transportation master plan;  (d) has a posted speed limit of 25 miles per hour or less;  (e) does not have higher traffic volumes resulting from connecting previously separated areas of the municipal road network;  (f) cannot have a primary access, but can have a secondary access, and does not abut lots intended for high volume traffic or community centers, including schools, recreation centers, sports complexes, or libraries; and  (g) is primarily serves traffic within a neighborhood or limited residential area and not necessarily continuous through several residential areas</p> <p><b>Utah Code 10-9a-508(5)(a). Exactions -- Exaction for water interest -- Requirement to offer to original owner property acquired by exaction</b> states:  (5) (a) A municipality may not, as part of an infrastructure improvement, require the installation of pavement on a <u>residential roadway</u> at a width in excess of 32 feet.  (b) Subsection (5)(a) does not apply if a municipality requires the installation of pavement <u>in excess of 32 feet</u>:  (i) in a vehicle turnaround area;  (ii) in a cul-de-sac;  (iii) to address specific traffic flow constraints at an intersection, mid-block crossings, or other areas;  (iv) to address an applicable general or master plan improvement, including transportation, bicycle lanes, trails or other similar improvements that are not included within an impact fee area;  (v) to address traffic flow constraints for service to or abutting higher density developments or uses that generate higher traffic volumes, including community centers, schools and other similar uses;</p>	<p>The proposed amendments to the Title 11 Subdivision Regulation makes two references to street width in 11-8-2 Street and Alley Widths, Cul-de-sacs, and Easements (page 8-1). Specifically, they state:  3. Minor Streets:  Minor streets shall have a minimum width of sixty feet (60').  5. Marginal Access Streets: Marginal access streets of not less than forty feet (40') in width may parallel all limited access major streets, as required by the City Engineer, and approved by the CD Director.</p> <p>Utah Code 10-9a-508(5)(a) states: A municipality may not, as part of an infrastructure improvement, require the installation of pavement on a <u>residential roadway</u> at a width in excess of 32 feet.</p> <p>Based on the new law found in Utah Code 10-9a-508(5)(a) the</p>

<p>(vi) as needed for the installation or location of a utility which is maintained by the municipality and is considered a transmission line or requires additional roadway width;</p> <p>(vii) for third-party utility lines that have an easement preventing the installation of utilities maintained by the municipality within the roadway;</p> <p>(viii) for utilities over 12 feet in depth;</p> <p>(ix) for roadways with a design speed that exceeds 25 miles per hour;</p> <p>(x) as needed for flood and stormwater routing;</p> <p>(xi) as needed to meet fire code requirements for parking and hydrants; or</p> <p>(xii) as needed to accommodate street parking.</p> <p>(c) Nothing in this section shall be construed to prevent a municipality from approving a road cross section with a pavement width less than 32 feet.</p>	<p>proposed amendments to Title 11 requiring a minimum of 60 ft for Minor Streets and 40 ft for Marginal Access Streets, are NOT authorized. There are exceptions outlined in the Utah Code, that could warrant a wider street.</p> <p style="text-align: center;"><b>CONCERN</b></p>
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➤ **Specific questions / concerns within the written text of the proposed amendments to the Title 11 ordinance.**

Page	Proposed Amendments to Title 11
Front Page	<p>Senate Bill 174 of the 2023 legislative session requires that each City amend their Subdivision code to accommodate several changes, which were:</p> <ul style="list-style-type: none"> <li>• Establishes that the Preliminary Plats must be reviewed within 15 days.</li> <li>• Establishes that the Final Plat must be reviewed within 20 days.</li> </ul>

COMMENT:

- Unable to locate any reference in the proposed amendments to the Title 11 Ordinance indicating that the city officials were required to finish the review process on preliminary Plats within 15 days or Final Plats within 20 days.

Page	Proposed Amendments to Title 11
Front Page	<p>Example</p> <p>Chapter 2 of the existing code is “Concept Plans”, which according to the State cannot be required. Thus, it is proposed to be removed. Staff then moved the definitions chapter (currently Chapter 11) to replace Chapter 2. Therefore, all of the “Concept Plan” chapter stuff is struck out and all of the Definitions appear to be New, which it is to an extent because it’s new to chapter 2.</p>

COMMENT:

- I am concerned there may have been confusion as to what the Utah Code stated as it relates to “Concept Plans”. The new Utah Code did NOT remove the requirement for “Concept Plans” only the “mandate” the city had to hold a meeting to discuss the Concept Plans. Senate Bill 174 states in:
  - 10-9a-604.1. Process for subdivision review and approval.**
  - (4) (a) If an applicant requests a pre-application meeting, the municipality shall, within 15 business days after the request, schedule the meeting to review the **concept plan** and give initial feedback.
  - (b) At the pre-application meeting, the municipal staff shall provide or have available on the municipal website the following:

- (i) copies of applicable land use regulations;
  - (ii) a complete list of standards required for the project;
  - (iii) preliminary and final application checklists; and
  - (iv) feedback on the **concept plan**.
- In the ULCT April 2023 Subdivision Update Checklist on SB-174 the League advised us with this statement:
  - “Remove any mandates for a “concept plan review”. In the new law “concept plan” review cannot be mandated. It can be optional, strongly encouraged and agreed to by the applicant. Since these are administrative approvals, they have no regulatory value. It can be incorporated into the preliminary plat as part of that process but call it something else. Again, an applicant may request a pre-application meeting, but it cannot be mandated”.
- Under the current Roy City Code 11-2-201 and 11-2-202 was the problem. The Codes states:
  - **11-2-201 Mandatory Pre-Application Meeting – Purpose** specifically states:
    - “A Pre-Application Meeting **shall** be scheduled with the Zoning Administrator to create an opportunity for an understanding of the City's subdivision requirements and to obtain ordinance and process information before a Concept Plan Application may be filed with the Zoning Administrator. Following the meeting, 'a Concept Plan Application may be filed with the Zoning Administrator”.
  - **11-2-202 Concept Plan Application Meeting and Purpose** states:
    - “A property owner proposing to subdivide any lands located within the municipal boundaries of the City **shall** file a Concept Plan Application with the Zoning Administrator. The Zoning Administrator shall schedule a Concept Plan Application meeting with the Applicant(s) and the Development Review Committee (hereinafter "DRC") to review the Concept Plan at a DRC meeting, the time and place of such meeting to be identified by the Zoning Administrator.
- Under the new **Utah Code 10-9a-604.1(4)(a)** it states “IF” an applicant requests a pre-application meeting, the municipality shall, .... Under this new law, the applicant will decide whether a pre-application meeting or concept plan meeting is necessary, not Roy City. Therefore, Roy City needed to change the language in both 11-2-201 and 11-2-202 from **“SHALL” to “MAY”**. Under the new Utah Code, we may want to encourage the applicant to hold a pre-application meeting, but we cannot force it.

Page	Proposed Amendments to Title 11
1-4	11-1-13 When an Applicant is Entitled to Approval of an Application – Exceptions – City May Not Impose Unexpressed Requirements – City Required to Comply with the Requirements of this Ordinance: 7. The City shall process and render a decision on each Application required by this Ordinance with reasonable diligence.

COMMENT:

- Given that Utah Codes 10-9a-604.1 and 604.2 specifically restricts the allowable time for the city to complete the application reviews, it seems inappropriate the proposed amendments to the Title 11 ordinance to suggests that we will provide a decision with reasonable diligence. There is a good argument that these legislative changes to all Utah cities and counties subdivision ordinances are a direct result of some local governments failing to provide a timely response to applicant’s applications. It would be appropriate to add to this

portion of the proposed amendments the city requirements that “Preliminary Plats must be reviewed within 15 days and Final Plat must be reviewed within 20 days”.

Page	Proposed Amendments to Title 11
2-2	11-2-1 Purpose: Purpose and Conflicts: <ul style="list-style-type: none"> <li>Community Development Director (CD Director): The Community Development Director of Roy City, Utah, or authorized designee.</li> </ul>

COMMENT:

- By referencing the Community Development Director as the Administrative Land-Use Authority for Roy City, it places significant responsibility on the individual and the City’s ability to execute the requirements outlined in the Title 11 ordinance. The assignment of the “authorized designee” cannot be taken lightly and must possess the authority to make far reaching decisions and implications. The requirements called in the new laws, place strict timelines on the city responsibility to complete the review process. Since “elected officials” are not authorized under the Utah Code to be the Administrative Land Use Authority, the “designee” must be stated in the Title 11 ordinance indicating those duties default back to the City Manager when the CD Director is unavailable.

Page	Proposed Amendments to Title 11
2-4 & 2-5	REMOVAL of these Definitions <ul style="list-style-type: none"> <li>Public Hearing: Means a hearing at which members of the public are provided a reasonable opportunity to comment on the subject of the hearing.</li> <li>Public Meeting: Means a meeting that is required to be open to the public under Title 52, Chapter 4, Utah Open and Public Meetings Act.</li> </ul>

COMMENT:

- It would appear by removing these two definitions there is no intent from city staff requiring the Planning Commission in the future to have any involvement with Title 11 requirements. Is that correct?
- Yet in 11-4-7 the proposed amendments of Title 11 Subdivision Regulation makes this statement; “Any person(s) aggrieved by a decision of the Zoning Administrator related to a Determination of Application Completeness may appeal the Zoning Administrator’s decision to the Commission”. Is there a mistake here?

Page	Proposed Amendments to Title 11
3-3	11-3-2 Preliminary Subdivision Application – Requirements: <ul style="list-style-type: none"> <li>8. Geotech Report. A Geotech report must be submitted identifying allowable soil bearing pressure, lateral earth pressure, lateral pressure due to seismic forces, liquefaction, seismic design category/site class, proximity to fault lines, extent of existing fill materials, and ground water level conditions of the buildable areas proposed to be subdivided shall be submitted as part of the preliminary subdivision review. The soils report shall be prepared by a registered soils engineer. In the event the soils report determines unusual conditions requiring additional development restrictions on what otherwise appears to be a buildable lot, then such information shall be noted on the final plat in order to provide notice to subsequent owners. The <u>manager</u> may waive the requirement for a soils report for property already developed and constructed upon.</li> </ul>

COMMENT:



- In 11-3-2(8) it is unclear who the “manager” is that could wave the requirements.

Page	Proposed Amendments to Title 11
4-4	4. <u>Mayoral</u> Review and Approval, Approval with Requirements, or Denial of the Final Subdivision Application.

COMMENT:

- This specific reference in 4. suggests that the mayor has final subdivision application approval authority. That function under this proposed Title 11 subdivision regulation has shifted to the Administrative Land Use Authority.

Page	Proposed Amendments to Title 11
4-5	11-4-9 Effect of <u>Mayoral</u> Final Subdivision Application Approval and Effective Period:

COMMENT:

- This specific reference in 11-4-9 suggests that the mayor has final subdivision application approval authority. That function under this proposed Title 11 subdivision regulation has shifted to the Administrative Land Use Authority.

Page	Proposed Amendments to Title 11
4-5	11-4-10 Appeal of Final Subdivision Application Decisions: <ul style="list-style-type: none"> <li>• Any person(s) aggrieved by a decision of the CD Director related to a Final Subdivision Application may appeal the CD Director 's decision to Hearing Officer, as provided by Chapter 28 of the Roy City Zoning Ordinance.</li> </ul>

COMMENT:

- There is NO reference in Chapter 28 of the Title 10 Zoning Ordinance that addresses the use of an Appeal Panel, as called out in Utah Code 10-9a-508(5) when disputes surface on subdivision improvement plans. Consideration should be given that Chapter 28 in the Title 10 Zoning be updated to at least reference that disputes on subdivision improvement plans will be addressed according to the process outlined in Utah Code 10-9a-508(5).

Page	Proposed Amendments to Title 11
5-1	11-5-1 Building Permit Issuance: <ol style="list-style-type: none"> <li>1. Legal Lot Required. The Roy City Building Official shall not issue any permit for a proposed building or structure, excluding agricultural buildings, on a lot located within the boundaries of the City unless;               <ol style="list-style-type: none"> <li>a. The lot is within a subdivision legally created pursuant to this Ordinance, or prior Subdivision Ordinances.</li> <li>b. The lot is a legal lot of record, such lot being created and recorded in the Office of the Weber County Recorder prior to (<i>December 21, 2004</i>) 1955.</li> </ol> </li> </ol>

COMMENT:

- Why was the date changed from December 21, 2004, to 1955.

Page	Proposed Amendments to Title 11
7-1	11-7-3 Appeal of Subdivision Amendment Decisions <ul style="list-style-type: none"> <li>• Any person(s) aggrieved by a decision of the CD Director concerning a vacation or amendment of a recorded Subdivision Plat, or any portion of a recorded Final Subdivision Plat, or the decision of the CD Director concerning the vacation or</li> </ul>

	alteration of a street or alley may appeal the CD Director decision to the Hearing Officer, as provided by Chapter 28 of the Roy City Zoning Ordinance.
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COMMENT:

- As stated in Utah Code 10-9a-604.2, disputes that arise from the subdivision ordinance review process will be handled through the designated appeal authority process outlined in Chapter 28 of the Zoning Ordinance, but not disputes that arise from the Subdivision Improvement Plans. The current process outlined in Chapter 28 does NOT address the requirement for the city to assemble an Appeal Panel as outlined in Utah Code 10-9a-508(5)(d). The Utah League of Cities and Town (ULCT) clearly addressed this issue with this statement:
  - SB 174 creates two distinct appeal processes after the four review cycles have been exhausted and 20 days have passed. You will need to add this appeal process to your subdivision ordinance.
    - 1. For disputes relating to public improvement or engineering standards, the municipality shall assemble a three-person panel meeting within 10 days of receiving a request from the applicant.
      - The panel of experts includes:
        - One licensed engineer designated by the municipality.
        - One licensed engineer designated by the land use applicant.
        - One licensed engineer, agreed upon, and designated by the two designated engineers.
    - 2. For all other disputes, the municipality shall refer the question to the designated appeal authority at the applicant’s request.
  - Members appointed to the panel may not have an interest in the application in question. The applicant must pay 50% of the total cost of the panel and the municipality’s published appeal fee. The municipality pays the other 50%. The panel’s decision is final unless the municipality or applicant petition for district court review within 30 days after the final written decision is issued.

Page	Proposed Amendments to Title 11
8-3	11-8-4 Restrictions for Solar and other Energy Devices: <ul style="list-style-type: none"> <li>• As provided by the Act; the CD Director may refuse to approve or amend any plat, subdivision plan, or dedication of any street or other ground, if deed restrictions, covenants, or similar binding agreements running with the land for the lots or parcels covered by the plat or subdivision prohibit or have the effect of prohibiting reasonably sited and designed solar collectors, <u>clotheslines</u>, or other energy devices based on renewable resources from being installed on buildings erected on lots or parcels covered by the plat or subdivision.</li> </ul>

COMMENT:

- It was unclear how “clotheslines” fit into this paragraph, but further research shows they can harness solar power. Wow! Who knew!

# Roy City Council Agenda Worksheet

**Roy City Council Meeting Date:** December 3, 2023

**Agenda Item Number: Discussion Item #3**

**Subject:** Update Roy City Municipal and Land Use Codes to Senate Bill 174-S2 Requirements (Internal Accessory Dwelling Units only)

**Prepared By:** Bob Dandoy

## **Background:**

- It should be noted that Roy City Code 11-1-116 Amendment of Applicable State Laws states: “Any provision of this Ordinance, affected by any amendment to the Act, or any other laws of the State of Utah, shall be automatically amended on the effective date of such amendment, to be consistent with such amendment of the Act, or any other laws of the State of Utah, without any required action by the Roy City Planning Commission (hereinafter "Commission") or Council”. On the surface, this requirement in 11-1-116 suggests that there is no need for the City Council to direct staff to do anything as it relates to this new law.
- 2023 Legislative Session SB 174-S2: Local Land Use and Development Revisions (see attachment 1)
  - Under Utah Code 10-9a-530, this bill:
    - Defines the circumstances under which a garage may be included in the definition of an internal accessory dwelling unit. The Utah Code states:
      - 1. (a) "Internal accessory dwelling unit" means an accessory dwelling unit created:
        - (i) within a primary dwelling.
        - (ii) within the footprint of the primary dwelling described in Subsection (1)(a)(i) at the time the internal accessory dwelling unit is created; and
        - (iii) for the purpose of offering a long-term rental of 30 consecutive days or longer.
      - (b)
        - (i) "Primary dwelling" means a single-family dwelling that:
          - (A) is detached; and
          - (B) is occupied as the primary residence of the owner of record.
        - (ii) "Primary dwelling" includes a garage if the garage:
          - (A) is a habitable space; and
          - (B) is connected to the primary dwelling by a common wall
      - Note: "Primary dwelling" includes a garage if the garage is a habitable space and is connected to the primary dwelling by a common wall.
      - Amends a political subdivision's authority with respect to restrictions and requirements for internal accessory dwelling units. The Utah Code states:
        - (4) A municipality may:
          - (c) require a primary dwelling:
            - (i) regardless of whether the primary dwelling is existing or new construction, to include one additional on-site parking space for an internal accessory dwelling

unit, in addition to the parking spaces required under the municipality's land use regulation, except that if the municipality's land use ordinance requires four off-street parking spaces, the municipality may not require the additional space contemplated under this Subsection (4)(c)(i); and (ii) to replace any parking spaces contained within a garage or carport if an internal accessory dwelling unit is created within the garage or carport and is a habitable space.

- Current Roy City Municipal Code on Internal Accessory Dwelling Units
  - **10-17-1: Table of Uses**
    - Dwelling Unit, Internal Accessory (I-ADU). Is an accessory dwelling unit within the footprint of a primary dwelling for the purpose of a rental unit. Shall also meet the following:
      - Include an additional parking space (see table 19-1 for standards)
      - Must be occupied as the primary residence of the owner of record.
      - Must be rented for 30 consecutive days or longer.
      - Must obtain a Rental Dwelling License (See Title 3 for standards)
      - A notice to be recorded with the county.
  - **10-19-8 Required Off-Street Parking**
    - The number of off-street parking spaces provided shall comply with Table 19-1, Table of Off-Street Parking Requirements.

**Table 19-1 - Off-Street Parking Requirements**

Use	Minimum Off-Street Parking Requirements
Dwelling Unit, Internal-Accessory (I-ADU)	One (1) space, non-tandem to the other required parking spaces, this space shall not be within the required front or side setback
Dwelling, Single-Family Dwelling, Two-Family	Two (2) spaces, side by side. Parking spaces shall not be within the required front or side setback

- Current Roy City Municipal Code on Off-Street Residential Parking
  - **10-10-32 Parking in Residential Zones**
    - In all residential zones, no vehicle parking shall be permitted in front yard setback areas between the front property line and the front line of the building, except on driveways located in residential zones that directly access a garage or carport. Accessory parking space for vehicles outside of the front yard setback area is permitted on an approved all-weather surface such as concrete, asphalt, gravel (weed free), or road base (weed free), if it is accessible to and from a legal access point on the same parcel. At any time, no portion of a vehicle may be over the street right-of-way line or obstruct a sidewalk.
  - **10-19-2 General Provisions**
    - Access to parking space (driveways and access lanes); access to all parking spaces shall be as follows:
      - Residential Property, including four (4) units or less attached units, shall provide access to approved off-street parking spaces and private garages used in conjunction with those uses as follows:
        - Driveways and drive approaches shall not be located within the clear view area (sight triangle).

- Drive approaches may go up to a side lot line of a lot as if the property line is extended to the back of the curb and gutter or roadway, except if there are utility boxes located in the area, if so then approval from the utility companies is needed to be any closer than two (2) feet from the utility boxes. In the case of a cul-de-sac exceptions may be made by the Zoning Administrator.
- A driveway on private property may be constructed up to the side or rear property line so long as the driveway does not interfere with the surface drainage of the lot or adjacent lots where drainage easements are provided. If no drainage easements exist, the drainage from the driveway must be kept within the property.

### **Discussion:**

- Utah is facing a housing shortage, with more people looking for a place to live than homes available. Increasing population and low unemployment are driving a demand for housing. Accessory dwelling units are part of a range of housing options that can help increase the housing supply with minimal impacts to the existing neighborhood. As a result, it has been determined by the Utah Legislators that Accessory Dwelling Units are an important piece to help address Utah's long-term struggle to have a reasonable supply of affordable housing.
- After reviewing Senate Bill 174-S2 and specifically assessing the requirements outlined in 10-9a-530: Internal accessory dwelling units, the following are **two issues** that warrant a City Council discussion and decision.

### ➤ **Issue 1: Garage as part of the Internal Accessory Dwelling Unit**

- The new Utah Code 10-9a-530 states that Internal Accessory Dwelling Units can now include a garage if the garage is a habitable space and is connected to the primary dwelling by a common wall. Specifically, under 10-9a-530(1)(b)(ii) it states:
  - "Primary dwelling" includes a garage if the garage is a habitable space and is connected to the primary dwelling by a common wall.
- **Issue 1 Discussion:** Currently, it is assumed that if a Roy City resident was interested in establishing an Internal Accessory Dwelling Unit (IADU), they could only do so if they used a part of the existing living space located within their single-family home. Typically, this would involve a basement. The new Utah Code states that the garage is now included as part of the primary dwelling. The Roy City code does not reference that the homeowner can consider and include a garage. If the homeowner decided to use the garage as an IADU, to meet city code requirements it would have to be converted into a livable space and be connected to the home by a common wall.
- **Issue 1 Recommendation:** Recommend the City Council change Roy City Municipal Code 10-17-1: Table of Uses.
  - From: Dwelling Unit, Internal Accessory (I-ADU). Is an accessory dwelling unit within the footprint of a primary dwelling for the purpose of a rental unit. Shall also meet the following:
  - To: Dwelling Unit, Internal Accessory (I-ADU). Is an accessory dwelling unit within the footprint of a primary dwelling, that can include a garage if the garage is a habitable space and is connected to the primary dwelling by a common wall, for the purpose of a rental unit. Shall also meet the following:

➤ **Issue 2: Restrictions on required parking space as part of the Internal Accessory Dwelling Unit**

- Under the new Utah Code 10-9a-530(2) it states that: “In any area zoned primarily for residential use:
  - The use of an internal accessory dwelling unit is a “permitted use”.
  - Except as provided in Subsections (3) and (4), a municipality may not establish any restrictions or requirements for the construction or use of one internal accessory dwelling unit within a primary dwelling, including a restriction or requirement governing:
    - The size of the internal accessory dwelling unit in relation to the primary dwelling.
    - Total lot size,
    - Street frontage; or
    - Internal connectivity.
  - A municipality’s regulation of architectural elements for internal accessory dwelling units shall be consistent with the regulation of single-family units, including single-family units located in historic districts”.
- Utah Code 10-9a-530(2) indicates that the municipality may not establish any restriction or requirements on the Internal Accessory Dwelling Unit except those found in Subsections (3) and (4). They are:
  - Subsection (3): An internal accessory dwelling unit shall comply with all applicable building, health, and fire codes.
  - Subsection (4): A municipality may:
    - prohibit the installation of a separate utility meter for an internal accessory dwelling unit.
    - require that an internal accessory dwelling unit be designed in a manner that does not change the appearance of the primary dwelling as a single-family dwelling.
    - require a primary dwelling:
      - **regardless of whether the primary dwelling is existing or new construction, to include one additional on-site parking space for an internal accessory dwelling unit**, in addition to the parking spaces required under the municipality’s land use regulation, except that if the municipality’s land use ordinance requires four off-street parking spaces, the municipality may not require the additional space; and
      - to replace any parking spaces contained within a garage or carport if an internal accessory dwelling unit is created within the garage or carport and is a habitable space.
    - prohibit the creation of an internal accessory dwelling unit within a mobile home.
    - require the owner of a primary dwelling to obtain a permit or license for renting an internal accessory dwelling unit.
    - prohibit the creation of an internal accessory dwelling unit within a zoning district covering an area that is equivalent to:
      - 25% or less of the total area in the municipality that is zoned primarily for residential use, except that the municipality may not prohibit newly constructed internal accessory dwelling units that:
        - have a final plat approval dated on or after October 1, 2021; and
        - comply with applicable land use regulations.
      - 67% or less of the total area in the municipality that is zoned primarily for residential use, if the main campus of a state or private university with a student population of 10,000 or more is located within the municipality.
    - prohibit the creation of an internal accessory dwelling unit if the primary dwelling is served by a failing septic tank.

- prohibit the creation of an internal accessory dwelling unit if the lot containing the primary dwelling is 6,000 square feet or less in size.
  - prohibit the rental or offering the rental of an internal accessory dwelling unit for a period of less than 30 consecutive days.
  - prohibit the rental of an internal accessory dwelling unit if the internal accessory dwelling unit is located in a dwelling that is not occupied as the owner's primary residence.
  - hold a lien against a property that contains an internal accessory dwelling unit.
  - record a notice for an internal accessory dwelling unit.
- **Issue 2 Discussion:** For the most part, Roy City provides only a few restrictions or requirements that are authorized under Utah Code 10-9a-530. They include:
    - The Internal Accessory Dwelling Unit shall comply with all applicable building, health, and fire codes.
    - Prohibit the creation of an internal accessory dwelling unit within a mobile home.
    - Require the owner of a primary dwelling to obtain a license for renting an internal accessory dwelling unit.
    - Prohibit the rental or offering the rental of an internal accessory dwelling unit for a period of less than 30 consecutive days.
    - Record a notice for an internal accessory dwelling unit.
    - Require a primary dwelling regardless of whether the primary dwelling is existing or new construction, to **include one additional on-site parking space for an internal accessory dwelling unit**, in addition to the parking spaces required under the municipality's land use regulation.
  - It is in the additional on-site parking space that warrants further discussion. Utah Code 10-9a-530 Subsection (4) states; "A municipality may: (c)(i) require a primary dwelling regardless of whether the primary dwelling is existing or new construction, to include one additional on-site parking space for an internal accessory, in addition to the parking spaces required under the municipality's land use regulation".
  - The current Roy City Zoning Code 10-19-8: Required Off-Street Parking states: The number of off-street parking spaces provided shall comply with Table 19-1, Table of Off-Street Parking Requirements (see below).

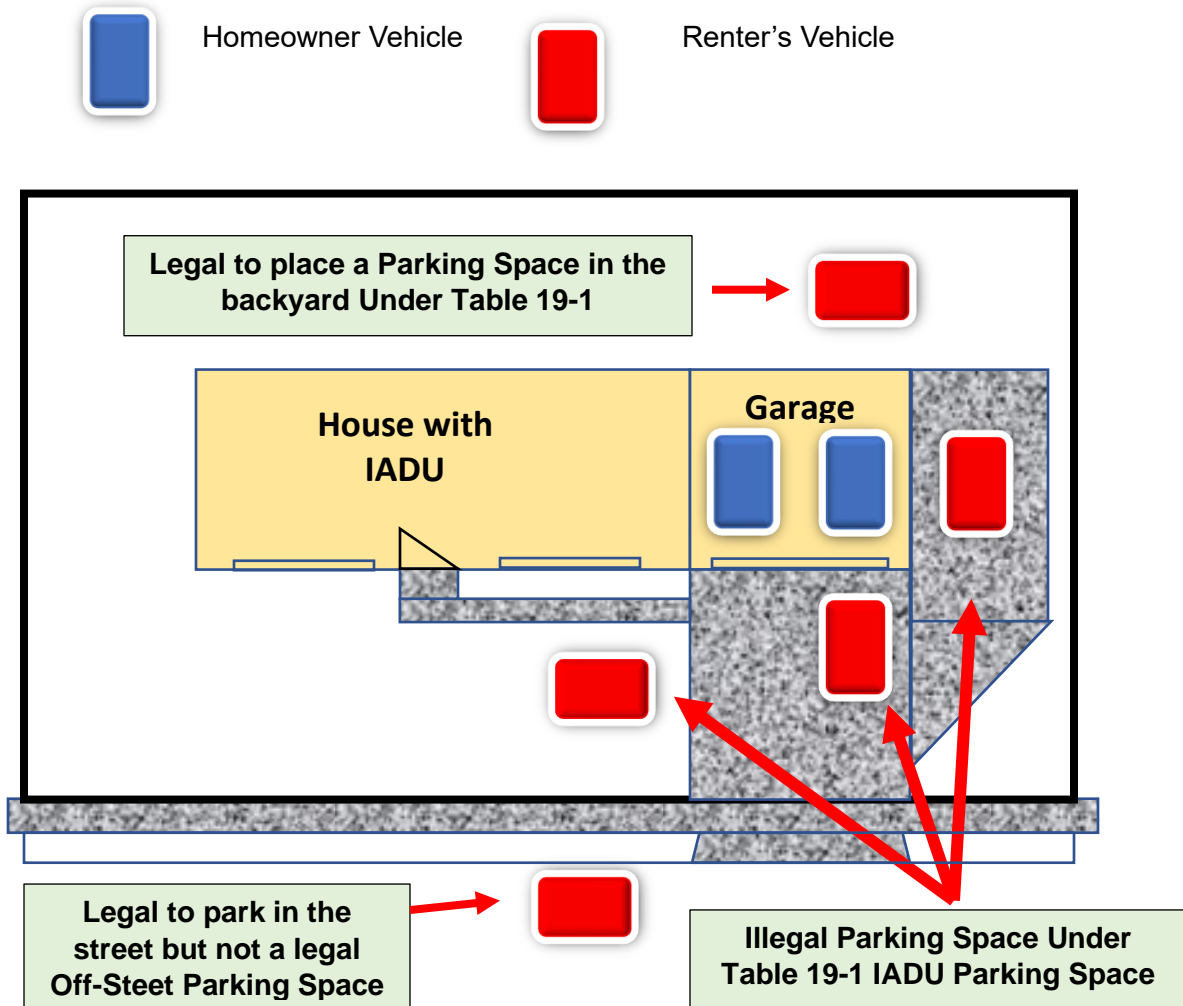
**Table 19-1 - Off-Street Parking Requirements**

Use	Minimum Off-Street Parking Requirements
Dwelling Unit, Internal-Accessory (I-ADU)	One (1) space, non-tandem to the other required parking spaces, this space shall not be within the required front or side setback

*Note: Tandem means one following or behind the other.*

- As outlined in the current Roy City Zoning Ordinance Table 19-1, an Internal Accessory Dwelling Unit is required to add at least one parking space. This is consistent with the Utah Code 10-9a-530. However, the Roy City code goes a step further by restricting the homeowner to where to place it. The Code does not allow the additional parking space to be in tandem with other parking spaces and will not allow the parking space to be placed on the front or side setback areas. How is the homeowner expected to be licensed in Roy City with an IADU, if that homeowner can't legally place a parking space on the property? To best understand this level of restriction on a typical home in Roy City, one needs to view the following illustration.

## Illustration



- With the average US citizen owning 1.8 vehicles, establishing even a single additional parking space is problematic under the current city zoning code for the homeowner wanting to establish an IADU in their home. The homeowner would be expected to define in accordance with Roy City Code, where the additional parking space would be located, to get approval to establish an IADU. There could be those cases where the homeowner might allow the renter access to one of the spaces in the garage or carport. More than likely, that would be the exception rather than the rule, leaving the homeowner to establish a parking space in the backyard. That is not the best option considering that Roy City has current zoning codes that allow for parking space(s) on the sides of the home.
- As an example, 10-10-32: Parking in Residential Zones states: In all residential zones, no vehicle parking shall be permitted in front yard setback areas between the front property line and the front line of the building, except on driveways located in residential zones that directly access a garage or carport. Accessory parking space for vehicles outside of the front yard setback area is permitted on an approved all-weather surface such as concrete, asphalt, gravel (weed free), or road base (weed free), if it is accessible to and from a legal access



point on the same parcel. At any time, no portion of a vehicle may be over the street right-of-way line or obstruct a sidewalk.

- Another example is found in 10-19-2 General Provisions that states: Access to parking space (driveways and access lanes); access to all parking spaces shall be as follows:
  - Residential Property, including four (4) units or less attached units, shall provide access to approved off-street parking spaces and private garages used in conjunction with those uses as follows:
    - Drive approaches may go up to a side lot line of a lot as if the property line is extended to the back of the curb and gutter or roadway, except if there are utility boxes located in the area, if so then approval from the utility companies is needed to be any closer than two (2) feet from the utility boxes. In the case of a cul-de-sac exceptions may be made by the Zoning Administrator.
    - A driveway on private property may be constructed up to the side or rear property line so long as the driveway does not interfere with the surface drainage of the lot or adjacent lots where drainage easements are provided. If no drainage easements exist, the drainage from the driveway must be kept within the property.
- There is a need for the Roy City Zoning Code 10-19-8: Required Off-Street Parking and specifically Table 19-1 to state the number of IADU off-street parking spaces. It does currently. However, the city cannot and should not drive the homeowner to indicate parking in the street as a parking space, nor expect the homeowner to resurface portions of their backyard so the parking space be located there. Our current zoning codes allow parking on the side of the home. What is not needed in Table 19-1 are restrictions on those parking spaces that include non-tandem parking and no side of house parking. Not only are these restrictions almost impossible to enforce, but they hamper the homeowner rights in wanting to establish a legal Internal Accessory Dwelling Unit. It should not be the purpose of the city to restrict homeowner’s right and choice to have an Internal Accessory Dwelling Unit. In fact, the city should be helping to promote effective ways to address and support affordable housing options.
- **Issue 2 Recommendation:** Recommend the City Council change **Table 19-1: Off-Street Parking Requirements**.

**From:**

Use	Minimum Off-Street Parking Requirements
Dwelling Unit, Internal-Accessory (I-ADU)	One (1) space, non-tandem to the other required parking spaces, this space shall not be within the required front or side setback

**To:**

Use	Minimum Off-Street Parking Requirements
Dwelling Unit, Internal-Accessory (I-ADU)	One (1) space, this space shall not be within the required front setback

**Recommendation (Information Only or Decision):** Decision

**Contact Person / Phone Number:** Bob Dandoy

**1 Attachments:** 2023 Legislative Session Senate Bill 174-S2 (Internal Accessory Dwelling Units Only)

**Attachment 1 - 2023 Legislative Session Senate Bill 174-S2  
(On Internal Accessory Dwelling Units Only)**

*(Note: The **BOLD** text in SB 174 below is new)*

**10-9a-530. Internal accessory dwelling units.**

(1) As used in this section:

- (a) "Internal accessory dwelling unit" means an accessory dwelling unit created:
  - (i) within a primary dwelling.
  - (ii) within the footprint of the primary dwelling described in Subsection (1)(a)(i) at the time the internal accessory dwelling unit is created; and
  - (iii) for the purpose of offering a long-term rental of 30 consecutive days or longer.
- (b) (i) "Primary dwelling" means a single-family dwelling that:
  - (A) is detached; and
  - (B) is occupied as the primary residence of the owner of record.
- (ii) **"Primary dwelling" includes a garage if the garage:  
(A) is a habitable space; and  
(B) is connected to the primary dwelling by a common wall**

(2) In any area zoned primarily for residential use:

- (a) the use of an internal accessory dwelling unit is permitted use.
- (b) except as provided in Subsections (3) and (4), a municipality may not establish any restrictions or requirements for the construction or use of one internal accessory dwelling unit within a primary dwelling, including a restriction or requirement governing:
  - (i) the size of the internal accessory dwelling unit in relation to the primary dwelling.
  - (ii) total lot size.
  - (iii) street frontage; or
  - (iv) **internal connectivity; and**
- (c) **a municipality's regulation of architectural elements for internal accessory dwelling units shall be consistent with the regulation of single-family units, including single-family units located in historic districts.**

(3) An internal accessory dwelling unit shall comply with all applicable building, health, and fire codes.

(4) A municipality may:

- (a) prohibit the installation of a separate utility meter for an internal accessory dwelling unit.
- (b) require that an internal accessory dwelling unit be designed in a manner that does not change the appearance of the primary dwelling as a single-family dwelling.
- (c) require a primary dwelling:
  - (i) **regardless of whether the primary dwelling is existing or new construction**, to include one additional on-site parking space for an internal accessory dwelling unit, **in addition to the parking spaces required under the municipality's land use regulation, except that if the municipality's land use ordinance requires four off-street parking spaces, the municipality may not require the additional space contemplated under this Subsection (4)(c)(i);** and
  - (ii) to replace any parking spaces contained within a garage or carport if an internal accessory dwelling unit is created within the garage or carport **and is a habitable space.**
- (d) prohibit the creation of an internal accessory dwelling unit within a mobile home as defined in Section 57-16-3.
- (e) require the owner of a primary dwelling to obtain a permit or license for renting an internal accessory dwelling unit.

- (f) prohibit the creation of an internal accessory dwelling unit within a zoning district covering an area that is equivalent to:
  - (i) 25% or less of the total area in the municipality that is zoned primarily for residential use, **except that the municipality may not prohibit newly constructed internal accessory dwelling units that:**
    - (A) have a final plat approval dated on or after October 1, 2021; and**
    - (B) comply with applicable land use regulations.**
  - (ii) 67% or less of the total area in the municipality that is zoned primarily for residential use, if the main campus of a state or private university with a student population of 10,000 or more is located within the municipality.
- (g) prohibit the creation of an internal accessory dwelling unit if the primary dwelling is served by a failing septic tank.
- (h) prohibit the creation of an internal accessory dwelling unit if the lot containing the primary dwelling is 6,000 square feet or less in size.
- (i) prohibit the rental or offering the rental of an internal accessory dwelling unit for a period of less than 30 consecutive days.
- (j) prohibit the rental of an internal accessory dwelling unit if the internal accessory dwelling unit is in a dwelling that is not occupied as the owner's primary residence.
- (k) hold a lien against a property that contains an internal accessory dwelling unit in accordance with Subsection (5); and
- (l) record a notice for an internal accessory dwelling unit in accordance with Subsection (6).
- (5) (a) In addition to any other legal or equitable remedies available to a municipality, a municipality may hold a lien against a property that contains an internal accessory dwelling unit if:
  - (i) the owner of the property violates any of the provisions of this section or any ordinance adopted under Subsection (4);
  - (ii) the municipality provides a written notice of violation in accordance with Subsection (5)(b);
  - (iii) the municipality holds a hearing and determines that the violation has occurred in accordance with Subsection (5)(d), if the owner files a written objection in accordance with Subsection (5)(b)(iv);
  - (iv) the owner fails to cure the violation within the time period prescribed in the written notice of violation under Subsection (5)(b);
  - (v) the municipality provides a written notice of lien in accordance with Subsection (5)(c); and
  - (vi) the municipality records a copy of the written notice of lien described in Subsection **(5)(a)(v)** with the county recorder of the county in which the property is located.
- (b) The written notice of violation shall:
  - (i) describe the specific violation.
  - (ii) provide the owner of the internal accessory dwelling unit a reasonable opportunity to cure the violation that is:
    - (A) no less than 14 days after the day on which the municipality sends the written notice of violation, if the violation results from the owner renting or offering to rent the internal accessory dwelling unit for a period of less than 30 consecutive days; or
    - (B) no less than 30 days after the day on which the municipality sends the written notice of violation, for any other violation;
  - (iii) state that if the owner of the property fails to cure the violation within the time period described in Subsection (5)(b)(ii), the municipality may hold a lien against the property in an amount of up to \$100 for each day of violation after the day on which the opportunity to cure the violation expires;
  - (iv) notify the owner of the property:

- (A) that the owner may file a written objection to the violation within 14 days after the day on which the written notice of violation is post-marked or posted on the property; and
- (B) of the name and address of the municipal office where the owner may file the written objection;
- (v) be mailed to:
  - (A) the property's owner of record; and
  - (B) any other individual designated to receive notice in the owner's license or permit records; and
- (vi) be posted on the property.
- (c) The written notice of lien shall:
  - (i) comply with the requirements of Section 38-12-102;
  - (ii) state that the property is subject to a lien;
  - (iii) specify the lien amount, in an amount of up to \$100 for each day of violation after the day on which the opportunity to cure the violation expires; (iv) be mailed to:
    - (A) the property's owner of record; and
    - (B) any other individual designated to receive notice in the owner's license or permit records; and
  - (v) be posted on the property.
- (d) (i) If an owner of property files a written objection in accordance with Subsection (5)(b)(iv), the municipality shall:
  - (A) hold a hearing in accordance with Title 52, Chapter 4, Open and Public Meetings Act, to conduct a review and determine whether the specific violation described in the written notice of violation under Subsection (5)(b) has occurred; and
  - (B) notify the owner in writing of the date, time, and location of the hearing described in Subsection (5)(d)(i)(A) no less than 14 days before the day on which the hearing is held.
  - (ii) If an owner of property files a written objection under Subsection (5)(b)(iv), a municipality may not record a lien under this Subsection (5) until the municipality holds a hearing and determines that the specific violation has occurred.
  - (iii) If the municipality determines at the hearing that the specific violation has occurred, the municipality may impose a lien in an amount of up to \$100 for each day of violation after the day on which the opportunity to cure the violation expires, regardless of whether the hearing is held after the day on which the opportunity to cure the violation has expired.
- (e) If an owner cures a violation within the time period prescribed in the written notice of violation under Subsection (5)(b), the municipality may not hold a lien against the property, or impose any penalty or fee on the owner, in relation to the specific violation described in the written notice of violation under Subsection (5)(b).
- (6) (a) A municipality that issues, on or after October 1, 2021, a permit or license to an owner of a primary dwelling to rent an internal accessory dwelling unit, or a building permit to an owner of a primary dwelling to create an internal accessory dwelling unit, may record a notice in the office of the recorder of the county in which the primary dwelling is located.
  - (b) The notice described in Subsection (6)(a) shall include: (i) a description of the primary dwelling; (ii) a statement that the primary dwelling contains an internal accessory dwelling unit; and (iii) a statement that the internal accessory dwelling unit may only be used in accordance with the municipality's land use regulations.
  - (c) The municipality shall, upon recording the notice described in Subsection (6)(a), deliver a copy of the notice to the owner of the internal accessory dwelling unit.

## **Roy City Council Agenda Worksheet**

**Roy City Council Meeting Date:** December 5, 2023

**Agenda Item Number: Discussion Item #4**

**Subject:** Flashing Pedestrian Beacon Lights on 3100 West 4950 South

**Prepared By: Bob**

**Background:**

- In the 7 November 2023, city council meeting a resident provided a concern with Midland Elementary School children crossing on 3100 West 4950 South. There were concerns with children in the crosswalk with traffic traveling over 35 mph. It was suggested that Flashing Pedestrian Beacon Lights be installed at that location.
- For Flashing Pedestrian Beacon Lights to be installed on any street requires an engineering assessment to be done. These lights are Traffic Control Devices and under the Federal Highways Administration Manual for Uniform Traffic Control Devices and to be installed on a public highway requires an engineering assessment to include traffic counts, pedestrian counts, and the width of the cross walk.

**Discussion:**

- The real issue with this pedestrian crossing is the lack of a continuous sidewalk along the west side of 3100 West between 4800 South and 4975 South. With portions of the sidewalk missing on the west side, children from the Midland Elementary School must walk along the east side of 3100 West to get back and forth from school. At the intersection of 3100 West and 4975 South is a marked crosswalk allowing children to cross over the street.
- In 2019 this issue of NOT having a continuous sidewalk along the west side of 3100 West, was addressed and a Transportation Improvement Project funding application was submitted under a Safe Sidewalk program. The project identification number (PIN) is 17866. The approved funding amount to \$269,665 was received by the city. While these funds are available right now, they are federal funds and come with the requirement to address Environmental Assessment (EA) impacts and adhere to the federal process, making it a longer and more complex undertaking. We are in the process right now of completing the EA, so the project has technically started but will be slow to start.
- Once the sidewalk construction is complete on the west side of 3100 West between 4800 South and 5000 South, it is anticipated that children will no longer have to use the crosswalk. They will get on the right sidewalk on the west side of 3100 West at 4800 South. Roy City has crossing guards at the 4800 South location to help direct children as they come to and from school.

**Recommendation (Information Only or Decision):** Information Only

**Contact Person / Phone Number:** Bob / Matt

# Roy City Council Agenda Worksheet

**Roy City Council Meeting Date:** December 2023

**Agenda Item: Discussion Item #5**

**Subject:** Speed Limit 4400 S.

**Prepared By:** Diane Wilson

**Background:** Until several years ago, the speed limit on 4400 S. was 35 mph, it is currently 25 mph. 4400 S. is a main artery which is wide with good visibility. All other East-West main arteries are 35 mph – 4000 S., 4800 S., 5600 S., 6000 S. These arteries have similar features, including school crossings. It is not justifiable to keep 4400 S. at 25 mph. Traffic data reveals 85th percentile speed at 33 mph.

**Traffic data:**

## Highest Speeds Summary Report

Title/Location: 4400  
Sign Address: 82191119260002

Measurement Period: 06/19/23 12:00:02 AM to 07/19/23 02:30:02 PM  
Reporting Period: 06/19/23 12:00:02 AM to 07/19/23 02:30:02 PM

Total number of vehicles: 50685  
Posted Speed Limit: 25 MPH  
25th Percentile Speed: 25 MPH  
Total Vehicles For:  
Below 21: 1581  
33 - 38: 7332  
51 - 56: 6  
Above 69: 0

Lowest Log Speed Setting: 15 MPH  
Average Speed: 29 MPH  
50th Percentile Speed: 29 MPH  
21 - 26: 13489  
39 - 44: 892  
57 - 62: 1

Highest Log Speed Setting: 75 MPH  
85th Percentile Speed: 33 MPH  
27 - 32: 27319  
45 - 50: 64  
63 - 68: 1

**Recommendation (Information Only or Decision):** Recommendation to increase speed to 30 mph. Discussion and Decision

**Contact Person:** Diane Wilson

# Roy City Council Agenda Worksheet

**Roy City Council Meeting Date:** December 5, 2023

**Agenda Item Number: Discussion Item #6**

**Subject:** UDOT TTIF First & Last Mile Project Nomination – Active Transportation Tunnel under the Rail Tracks between Front Runner Station and D&RG Rail Trail

**Prepared By: Bob**

## **Background / Discussion:**

- Under the WFRC approved 2023–2050 Regional Transportation Plan (RTP) is embedded the Roy FrontRunner Underground Pedestrian / Bike Crossing (ID# A-W-182). Although the RPT calls for a tunnel, a bridge could be the best option. An assessment is needed to determine the best and most efficient means to move pedestrians. The purpose of this project is to establish an overpass or underpass with hopes that a feasibility study upfront will guide us to the appropriate Active Transportation facility. The facility will need to go directly west from the Roy FrontRunner station to the Denver & Rio Grande Rail Trail, effectively providing a safe active transportation corridor to the train station from the west side of the tracks. From the train station platform, the distance across the tracks is approximately 150 feet, with the distance to the existing rail trail at 300 feet. The address of the Roy FrontRunner Station is 4155 Sandridge Drive, Roy Utah.
- The Roy FrontRunner Station, under the approved Station Area Plan, will begin to transform into a Transit-Oriented Development (TOD). This development meets the Moderate-Income Housing requirements to include mixed-use, multi-family high-density residential units, senior-living homes, and townhouses. Located between the east and west sides of this TOD are the Union Pacific and UTA FrontRunner railroad tracks, effectively separating a significant portion of the projected 2,000 new households under this development and hundreds of existing homes and several businesses.
- Within walking distance of the Roy train station in northern Roy City are thousands of existing homes, a library, several businesses, public parks, and an elementary school. Under our new Station Area Plan, we will add significantly more permanent residential units that could increase our population to over 3,000 residents. In addition, this TOD development will provide commercial office and retail space for business opportunities, further enhancing the possibility of increase traffic in this area. Roy City must find effective ways to mitigate the need for vehicle transportation and establish a vibrant, walkable, and safe active transportation program that connects all this region to the high-capacity UTA transit service.
- By establishing a safe and effective tunnel or bridge over the existing rail tracks, we can decrease the need of vehicles thereby reduce traffic congestion, encourage our citizens to walk / ride for better health, improve air quality, and increase ridership on the UTA public transportation system.

- Separating the Roy FrontRunner Station on the west from residential housing units is the UTA and Union Pacific rail tracks. In addition, there is the Denver & Rio Grande Rail Trail that runs north and south through the city and as an active transportation corridor connects other cities to Roy. By establishing a tunnel or bridge under / over the rail tracks, this project provides safe and effective access directly to the train station. Children and parents do not need to worry about the associated risks with pedestrian integration with traffic and trains to get to and from this public transit service. Since this project would connect directly with the existing Denver & Rio Grande Rail Trail, safe access to the FrontRunner Station can be achieved from areas north and south from this TOD. Linking an active transportation corridor from anywhere within the city and neighboring cities.

**Recommendation (Information Only or Decision):** Information Only

**Contact Person / Phone Number:** Bob